

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

Amendment One

THIS AMENDMENT (this "Amendment") is made as of December 5, 2018 in San Francisco, California, by and between Community Awareness and Treatment Services ("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, the Department of Public Health ("Department") wishes to provide mental health and substance abuse treatment services; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP-36-2013") issued on October 10, 2013, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 48652-16/17 on June 19, 2017;

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. 176-19 on April 26, 2019.

Now, THEREFORE, the parties 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, 2017, Contract Numbers 10000060000 and 0000106355, 0000207831 between Contractor and City as amended by this Amendment One.

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 2, Term of the Agreement, Section 2.1 of the Agreement currently reads as follows:

ARTICLE 2 TERM OF THE AGREEMENT

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expire on June 30, 2019, unless earlier terminated as otherwise provided herein.

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

ARTICLE 2 TERM OF THE AGREEMENT

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expires on June 30, 2022, unless earlier terminated as otherwise provided herein.

2.2 Article 3, Financial Matters, Section 3.3.1 of the 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 Eight Million Eight Hundred Twenty-Three Thousand Seven Hundred Eighty Four Dollars (\$8,823,784). 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. 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 Twenty Three Million One Hundred Eighty Six Thousand Nine Hundred Twenty Dollars (\$23,186,920). 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. In no event shall City be liable for interest or late charges for any late payments.

2.3 Article 3, Financial Matters, Section 3.4 of the Agreement currently reads as follows:

ARTICLE 3 FINANCIAL MATTERS

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 \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

If Contractor expends less than \$500,000 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.

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

ARTICLE 3 FINANCIAL MATTERS

3.4

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.

If Contractor expends less than \$500,000 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.

2.4 Article 5 Insurance and Indemnity, Section 5.1 of the Agreement currently reads as follows:

ARTICLE 5 INSURANCE AND INDEMNITY

5.1 Insurance.

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

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

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

Such Section is hereby amended to read as follows:

ARTICLE 5 INSURANCE AND INDEMNITY

5.1 Insurance.

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

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

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

2.5 Article 8 Termination and Default, Section 8.4.1 of the Agreement currently reads as follows:

ARTICLE 8 TERMINATION AND DEFAULT

8.4.1 Rights and Duties Upon Termination or Expiration

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

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

13.4	Protected Health Information
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Such Section is hereby amended to read as follows:

ARTICLE 8 TERMINATION AND DEFAULT

8.4.1 Rights and Duties Upon Termination or Expiration

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

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

2.6 Article 12 Department Specific Terms, Section 12.5 is added to the Agreement and reads as follows:

ARTICLE 12 DEPARTMENT SPECIFIC TERMS

12.5 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.

2.7 Article 13 Data and Security, Section 13.3 of the Agreement currently reads as follows:

ARTICLE 13 DATA AND SECURITY

13.3 Protected Information Privacy and Security Agreement (PSA)

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

The parties acknowledge that CONTRACTOR is one of the following (Choose Only One):

1. CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is a Covered Entity¹ as defined under HIPAA;

2. CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is NOT a Covered Entity¹ as defined under HIPAA;
Complete the following attached documents:
 - a. Appendix E SFDPH Business Associates Agreement (BAA) (08-04-2017)
 - b. SFDPH Attestation 1 PRIVACY (06-07-2017)
 - c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

3. CONTRACTOR will NOT create, receive, maintain, transmit, or access SFDPH PHI;
Appendix E and attestations are not required.
This option requires review and approval from the Office of Compliance and Privacy Affairs.

¹ A Covered Entity is defined under HIPAA as one of the following:

- a. **Health Care Providers** (doctors, clinics, psychologists, pharmacies, nursing homes)
- b. **Health Plans** (Health insurance companies, HMOs, company health plans, government programs that pay for health care).
- c. **Health Care Clearinghouse** (Not Applicable to SFDPH contracts)
Source: <https://www.hhs.gov/hipaa/for-professionals/covered-entities/index.html>
https://privacyruleandresearch.nih.gov/pr_06.asp

Such Section is hereby amended to read as follows:

13.3 Business Associate Agreement

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

The parties acknowledge that CONTRACTOR will:

1. Do at least one or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or

 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

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

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

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

2.8 Appendix A-1 dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix A-1 dated 12/05/18 (i.e. December 5, 2018) is hereby added for 2018-19.

2.9 Appendices B and B-1 dated 07/01/18 (i.e. July 1, 2018) are hereby deleted and Appendices B and B-1 dated 12/05/18 (i.e. December 5, 2018) are hereby added for 2018-19.

2.10 Appendix E, Protected Information Privacy and Security Agreement, dated 06/21/17 (June 21, 2017) is hereby deleted and Appendix E, Business Associate Agreement dated 04/12/18 (April 12, 2018) is hereby added for 2018-19.

2.11 Appendix F, Invoices, dated 12/17/18 (December 17, 2018) are hereby added for 2018-19.

Article 3 Effective Date

Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.

Article 4 Legal Effect

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

CITY

Recommended by:



Greg Wagner
Acting Director of Health
Department of Public Health

CONTRACTOR

Community Awareness and Treatment
Services



Ivy Ho
Acting Executive Director

City Supplier ID:
0000022483

Approved as to Form:

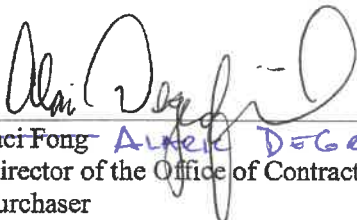
Dennis J. Herrera
City Attorney

By:



Julie Van Nostern
Deputy City Attorney

Approved:



Jaci Fong ~~ALXIK DEGRAFINRHO~~
Director of the Office of Contract Administration, and
Purchaser

Received By:
JUN 11 '19 PM 12:27
Purchasing Department

1. Identifiers:

Program Name: San Francisco Medical Respite & Sobering Center Document name refers to FY 17-18

Program Address: 1171, 1179 & 1185 Mission St.

San Francisco, CA 94103

Telephone/FAX: 415-241-1199

Website Address: www.catsinc.org

Contractor Address: 1171 Mission Street

San Francisco, CA 94103

Person Completing this Narrative: Janet Goy, Executive Director, and Nicole Johnson, Program Director

Telephone: 415-241-1194; 415-683-6286

Email Address: ed@catsinc.org; nicole.johnson@sfdph.org

2. Nature of Document:

Original

Internal Contract Revision One

Amendment One

3. Goal Statement:

In the Medical Respite program, SF DPH Community Oriented Primary Care (COPC) System of Care and Community Awareness Treatment Services (CATS) through collaboration will provide temporary, coordinated health & social supportive services to help stabilize and transition homeless persons suffering from substance abuse & addiction (sobering care) and/or homeless, medically-frail persons recovering from a hospitalization &/or Emergency Department visit to improved health status.

4. Target Population:

The target population is homeless persons who may have substance abuse or addiction disorders, as well as, those who are hospitalized on medical-surgical units as well as homeless clients with chronic medical needs that cannot safely be addressed in shelters and that are typically rejected because of their needs. While clients with psychiatric co-morbidities will be accepted, the Medical Respite will not accept clients whose primary reason for hospitalization is psychiatric. No one requiring acute hospitalization or skilled nursing will be accepted. Medical Respite serves medically frail clients who need assistance with chronic health management, medication adherence, and social services. The Sobering Center targets inebriated individuals who often are homeless and picked up on the streets. They are provided with a safe place to sober up with medical monitoring and referrals for ongoing care.

5. Modality(s)/Intervention(s)

The Service modality is client and staff supportive services at the DPH Medical Respite Services. CATS provides only support services to the medical program with all medical and social services (direct client care) provided by DPH medical staff. Specifically, CATS provides food services, assisting patients in daily living i.e. dressing, toileting, showering, janitorial services, and transportation. CATS does not chart in the patient's record (as this is the total responsibility of the DPH medical staff) nor does CATS provide any social services (as this is the domain of the DPH social work staff). CATS has no control over the number of clients or the number of contacts since the DPH owns this responsibility. Client intakes and the tracking of UDC is the responsibility of DPH staff. This is a cost reimbursement contract and the UOS is based upon the number of staff hours of Program Support.

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Number of Clients (NOC)
<p><u>Program Support Staff Hours:</u> 1 UOS = 1 hours of staff program support services to maintain & clean facilities, provide meals and/or transport clients to health care or social services appointments. 38.45 FTE X 40 hrs/wk X *est.46 weeks/year X 90% =</p>	63,673	87
Total UOS Delivered	63,673	
Total UDC Served		

6. Methodology:

The San Francisco Medical Respite & Sobering Center (MRS) program with 87 total beds (75 respite beds plus 12 bed sobering center beds) provides temporary housing with medically-orientated supportive services for medically frail homeless persons leaving the hospital or the Emergency Department, as well as a safe place to sober up and receive services for inebriated individuals who are typically homeless. In the new Medical Respite model, homeless men and women referred by hospitals and shelters will be placed according to gender either in the 1171 Mission St. side of the building or in the 1179 Mission St. side of the building, sharing space with homeless individuals referred from shelters. Also, the Sobering Center has moved to the 1185 Mission St.

side of the building. Generally the Medical Respite provides temporary housing with medically-oriented supportive services for medically frail homeless persons. Hospital referrals will continue as usual. Shelter referrals will come from the DPH Shelter Health Team. SFDPH will provide clinical services for this program including medical personnel and case managers.

Primary Care (PC) designs the MRS model of care and will be the advocate/evaluator for appropriate levels of CATS services contracted through Behavioral Health Services (BHS).

Community Awareness and Treatment Services (CATS) provides quality supportive service for the Medical Respite & Sobering Center clients and staff, including, but not limited to one-to-one support for clients, transportation, janitorial and laundry services. An on-site full kitchen provides meals and snacks.

CATS' services are designed to support a medical model program prioritizing primary care to facilitate wellness for the clients who access services. The focus is on customer service and professionalism with the goal of creating a calm, quiet, healing environment especially at night and during the early morning hours. Although both DPH and CATS have distinct responsibilities they will provide services within the framework of an integrated model with close collaboration to best serve the fragile clients who access care at Medical Respite and the Sobering Center. A team approach will be prioritized by CATS and DPH management, who will provide coaching and other training to staff to reinforce team cohesion as staff address the multiple challenges of this program.

On a daily basis, CATS Medical Respite Staff will provide the following services:

In the spirit of collaboration, CATS staff will assist in custodial care when needed at the request of the PC staff. Requests/communication will be facilitated with walkie talkies and will be directed through on-site CATS supervisors when possible. This may require temporarily leaving current assignments to respond to a PC emergent request.

- Support the Medical Respite Mission to promote stabilization, hope, and healing for adults experiencing homelessness in San Francisco.
- Work collaboratively with CATS and DPH employees in an integrated team to meet shared goals.
- Ensure that Medical Respite clients are treated with dignity and respect, and that their physical needs are adequately met while residing at the facility.

- Monitor and report on health & safety issues (including behavioral health issues) within the building, and provide de-escalation and conflict resolution to clients as needed.
- Monitor all visitors to the building to provide privacy and security.
- Provide materials and assistance for client health and hygiene related needs, seeking nursing support as needed.
- Assist with heating and serving meals.
- Assist health care providers with client navigation and clinic flow, including intakes and discharges.
- Monitor client belongings at intake and bedside.
- Light maintenance of facility and light cleaning of facility.
- Laundering of client belongings.
- Transportation to and from appointments and other essential services.
- Preparation and serving of nutritious meals including busing, cleaning dishware and storing food.
- Janitorial and facilities operations and maintenance
- Coordination with DPH concerning Life Safety Issues.

All staff will have an up to date job descriptions with input from the DPH Program Director/Nurse Manager. All job descriptions will contain the MRS mission and emphasize working as a team with DPH MRS staff in order to produce the best clinical practice model as envisioned in the DPH MRS Mission statement.

CATS program staff works with the Medical Respite clinical staff coordinating transportation services for program clients to attend necessary medical or social service appointments. The most vulnerable clients are prioritized for the program's van transportation.

When there are changes in CATS operation or schedule, the CATS Program Director will notify the DPH Program Director ASAP or, at the latest, within 48 hours. Most changes will be made in collaboration with DPH management.

7. Objectives and Measurements:

A. Required Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the SF DPH Fiscal Intermediary Performance Objectives and BHS AOA Performance Objectives document.

8. Continuous Quality Improvement:

CATS Medical Respite Program Director will assure that CATS supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations of recruitment, training, supervision, scheduling, and routine performance appraisals.

CATS staff will be provided with development activities, training and supervision to improve skills with a customer service orientation tailored to serving this multiply diagnosed behavioral and medically ill target population. Formal trainings will be followed by role playing and other activities to practice and integrate practical skills such as de-escalation. During FY 18/19 CATS staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions. Trainings include Harm Reduction, CPR-First Aid, Management of Assaultive Behavior, De-escalation, Customer Service with a focus welcoming on first contact, Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Anti-Abuse of Elders and Cultural Competency. Additional role-specific training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided. 15-20 minutes of in-service training time will be provided by DPH MR management as well. Program Review Measurement: Food Service Staff training certificates will be posted in the kitchen. Verification of training will be provided by sign-in sheets including the date of training and/ or certificates of completion. Minutes at staff minutes will also verify trainings provided during staff meetings.

In addition, quarterly safety meetings are held and there are annual TB screenings for all staff.

Starting January 2018, Quarterly Medical Respite Meetings will be replaced by Monthly Medical Respite meetings with a focus on timely problem solving and follow through, as well as providing a vehicle for strengthening the collaborative relationship between CATS and DPH. Meetings will be attended by CATS Medical Respite Program Director, CATS Executive Director, DPH Medical Respite Director/Nurse Manager, DPH Medical Respite Operations Director and other relevant staff as deemed appropriate. Minutes with follow-ups noted will be taken.

The CATS Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY 18-19 Declaration of Compliance.

The quality of the program will be monitored by the CATS Medical Respite Program Director and CATS' Executive Director with feed-back from DPH's medical staff.

The Transportation schedule is posted in the lobby area of 1171 Mission and is updated daily.

The quality of the Transportation service is measured by the following indicators recorded in transportation daily logs which are:

- *Number of total client transports.
- *Number of missed transports including reasons.
- *Pick up times will be no more than 60 minutes after initial call whenever possible depending on weather and city traffic.

The Quality of the Food service will be measured by the following indicators:

- *Ability to provide meals based on client medical/health needs.
- *Joint bi-monthly review of menus by DPH clinical staff member designated by DPH MR Director.
- *Attendance to nutritional guidelines.
- *Client Satisfaction Survey with measurements of satisfaction with meals.
- *Feedback on food from Community Meetings.
- *The Food Service will pass the annual DPH Food Safety Inspection.

CATS will maintain a clean, well ordered facility. Monthly logs with spot checks will be maintained listing client areas, staff performing rounds to check duties completed and cleanliness of areas and sign off of the entire list by the Program Director. Cleaning Schedules will be posted in client areas and will include a number to call if bathrooms or showers need attending. A schedule will be developed for deep cleaning (floor stripping and waxing).

In addition, the Medical Respite support staff have a complaint procedure in place for clients. All clients are given Guest Input forms, which can be submitted anonymously or non-anonymously for follow-up. Guest Input forms and other complaints are referred to the CATS Medical Respite Program Director for review. Responses are collaborative with DPH on-site management. All complaints are investigated and the resolution is documented. Staff also complete Incident Reports when needed; incident reports are reviewed collaboratively.

The CATS Program Director or Program Coordinator will attend monthly Community Meetings as another means of receiving client feedback. The CATS Executive Director will review monthly minutes of Community Meetings to ensure problems are addressed.

The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff attend other cultural competency trainings offered by the City as appropriate.

The CATS MRS program will continue to work with PC to identify, prioritize relevant program policies and then finalize policies as needed throughout each Fiscal Year. All policies will be signed off by the CATS Executive Director and the DPH MRS Program Director/Nurse Manager. Staff will be trained in the implementation of established protocols.

The program is in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis.

Evidence of CQI activities related to A - D is maintained in CATS Medical Respite/Sobering Center Administrative Binder:

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a description of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction.

The Administrative Binder is available for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, or outcome reports.

9. Required Language: N/A

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

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

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

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

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

A. Program are listed below:

Budget Summary Appendix B-1 Medical Respite

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Twenty Three Million One Hundred Eighty Six Thousand Nine Hundred Twenty Dollars (\$23,186,920)** for the period of July 1, 2017 through June 30, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, \$1,986,744 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows,

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

July 1, 2017 to June 30, 2018	\$	4,643,973
July 1, 2018 to June 30, 2019	\$	4,016,417
July 1, 2019 to June 30, 2020	\$	4,097,087
July 1, 2020 to June 30, 2021	\$	4,179,378
July 1, 2021 to June 30, 2022	\$	4,263,321
SubTotal July 1, 2017 to June 30, 2022	\$	21,200,176
Contingency	\$	1,986,744
TOTAL July 1, 2017 to June 30, 2022	\$	23,186,920

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Swords to Plowshares for the same services and for a contract term which partially overlaps the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number (MH) 01078		Appendix# B-1	
Contractor Name Community Awareness & Treatment Services, Inc.		Page # 1	
Contract CMS # 1000006000		Fiscal Year 2018-2019	
RFP 36-2013		Document Date 12/5/2018	
Contract Appendix Number B-1		Funding Notification Date: 05/10/18	
Provider Number	383841		
Program Name(s)	Medical Respite		
Program Code(s)	N/A		
Funding Term	07/01/18-06/30/19		
FUNDING USES			TOTAL
Salaries	\$ 1,458,990		\$ 1,458,990
Employee Benefits	\$ 627,366		\$ 627,366
Subtotal Salaries & Benefits	\$ 2,086,356	\$ -	\$ 2,086,356
Operating Expenses	\$ 1,436,721		\$ 1,436,721
Capital Expenses	\$ -		\$ -
Subtotal Direct Expenses	\$ 3,523,077	\$ -	\$ 3,523,077
Indirect Expenses	\$ 493,340		\$ 493,340
Indirect %	14.0%		14.0%
TOTAL FUNDING USES	\$ 4,016,417	\$ -	\$ 4,016,417
BHS MENTAL HEALTH FUNDING SOURCES			Employee Fringe Benefits % 43.0%
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -
BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ -	\$ -	\$ -
SA COUNTY - General Fund	\$ 4,016,417		\$ 4,016,417
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ 4,016,417	\$ -	\$ 4,016,417
OTHER DPH FUNDING SOURCES			
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 4,016,417	\$ -	\$ 4,016,417
NON-DPH FUNDING SOURCES			
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 4,016,417	\$ -	\$ 4,016,417

Ivy Ho, ivy.ho@catsinc.org
415-241-1195

Phone Number

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

Contractor Name **Community Awareness & Treatment Services, Inc.** Appendix # **B-1**
 Provider Name **Medical Respite** Page # **2**
 Provider Number **383841** Document Date **12/5/2018** Fiscal Year **2018-2019**
 Funding Notification Date: **05/10/18**

Program Name	Medical Respite			
Program Code	N/A			
Mode/SFC (MH) or Modality (SA)	SecPrev-19			
Service Description	SA-Sec Prev Outreach			
Funding Term:	07/01/18-06/30/19			TOTAL
FUNDING USES				
Salaries & Employee Benefits	\$ 2,086,356		\$	2,086,356
Operating Expenses	\$ 1,436,721		\$	1,436,721
Capital Expenses			\$	-
Subtotal Direct Expenses	\$ 3,523,077	\$ -	\$	3,523,077
Indirect Expenses	\$ 493,340		\$	493,340
TOTAL FUNDING USES	\$ 4,016,417	\$ -	\$	4,016,417
BHS MENTAL HEALTH FUNDING SOURCES				
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$	-
BHS SUBSTANCE ABUSE FUNDING SOURCES				
SA COUNTY - General Fund	\$ 4,016,417		\$	4,016,417
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ 4,016,417	\$ -	\$	4,016,417
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$	-
TOTAL DPH FUNDING SOURCES	\$ 4,016,417	\$ -	\$	4,016,417
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 4,016,417	\$ -	\$	4,016,417
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				
Payment Method	Reimbursement			
DPH Units of Service	(CR)			
Unit Type	Staff Hour	63,673		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$	63.08	\$	-
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	63.08	\$	-
Published Rate (Medi-Cal Providers Only)	N/A			
Unduplicated Clients (UDC)	87			
Total UDC				87

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Medical Respite
 Program Code: N/A

Appendix #: B-1
 Page #: 3
 Fiscal Year: 2018-2019

Term:	TOTAL		07/01/18-06/30/19		07/01/18-06/30/19		County SA General Fund 240646-10000-10001681-0003		Funding Notification Date: 05/10/18	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	1.00	\$ 76,555	1.00	\$ 76,555	1.00	\$ 76,555				
Program Coordinator	1.00	\$ 63,956	1.00	\$ 63,956	1.00	\$ 63,956				
Program Coordinator (overnight shift)	1.00	\$ 63,956	1.00	\$ 63,956	1.00	\$ 63,956				
Respite Worker	23.75	\$ 822,819	23.75	\$ 822,819	23.75	\$ 822,819				
Janitor I	5.20	\$ 175,054	5.20	\$ 175,054	5.20	\$ 175,054				
Janitor II	1.00	\$ 35,988	1.00	\$ 35,988	1.00	\$ 35,988				
Driver	3.00	\$ 103,935	3.00	\$ 103,935	3.00	\$ 103,935				
Cook	2.00	\$ 71,976	2.00	\$ 71,976	2.00	\$ 71,976				
Food Service Supervisor	1.00	\$ 44,751	1.00	\$ 44,751	1.00	\$ 44,751				
		\$ -		\$ -		\$ -				
		\$ -		\$ -		\$ -				
		\$ -		\$ -		\$ -				
Totals:	38.95	\$ 1,458,990	38.95	\$ 1,458,990	38.95	\$ 1,458,990				
Employee Fringe Benefits:	43%	\$ 627,366	43%	\$ 627,366	43%	\$ 627,366				

TOTAL SALARIES & BENEFITS **\$ 2,086,356** **\$ -** **\$ -** **\$ -**

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Medical Respite
 Program Code: N/A

Appendix #: B-1

Page #: 4

Fiscal Year: 2018-2019

Funding Notification Date: 05/10/18

Document Date 12/5/2018

Expense Categories & Line Items	Term:	07/01/18-06/30/19	TOTAL	County SA General Fund 240646-10000- 10001681-0003	07/01/18-06/30/19
Rent	\$	859,872	\$	859,872	
Utilities (telephone, electricity, water, gas)	\$	95,000	\$	95,000	
Building Repair/Maintenance	\$	45,000	\$	45,000	
Occupancy Total:	\$	999,872	\$	999,872	\$ -
Office Supplies	\$	54,300	\$	54,300	
Photocopying	\$	-			
Program Supplies	\$	-			
Computer Hardware/Software	\$	-			
Materials & Supplies Total:	\$	54,300	\$	54,300	\$ -
Training/Staff Development	\$	10,000	\$	10,000	
Insurance	\$	90,000	\$	90,000	
Professional License	\$	-			
Permits	\$	-			
Equipment Lease & Maintenance	\$	24,569	\$	24,569	
General Operating Total:	\$	124,569	\$	124,569	\$ -
Local Travel	\$	-			
Out-of-Town Travel	\$	-			
Field Expenses	\$	-			
Staff Travel Total:	\$	-	\$	-	\$ -
	\$	-	\$	-	
	\$	-	\$	-	
Consultant/Subcontractor Total:	\$	-	\$	-	\$ -
Parking, Fuel & maintenance - Vans	\$	22,700	\$	22,700	
Client Related Costs	\$	61,763	\$	61,763	
Food & Food Preparation	\$	173,517	\$	173,517	
	\$	-	\$	-	
Other Total:	\$	257,980	\$	257,980	\$ -
TOTAL OPERATING EXPENSE	\$	1,436,721	\$	1,436,721	\$ -

Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: Community Awareness & Treatment Services, Inc. Page # 6
 Contract CMS #: 1000006000 Fiscal Year: 2018-2019
Funding Notification Date: 5/10/18
Date 12/5/2018

1. SALARIES & BENEFITS

Position Title	FTE	Amount
Executive Director	0.50	\$ 54,838
Executive Assistant	0.49	\$ 23,558
Director of Finance	0.50	\$ 42,025
Senior Accountant	0.49	\$ 25,025
Staff Accountant	0.50	\$ 23,678
Human Resources Director	0.49	\$ 36,036
IT Administrator	0.49	\$ 25,903
Maintenance Coordinator	0.49	\$ 23,022
Subtotal:	3.95	\$ 254,084
Employee Fringe Benefits:	43%	\$ 109,256
Total Salaries and Benefits:		\$ 363,340

2. OPERATING COSTS

Expense line item:	Amount
Rental of Property	\$ 34,262
Building Maintenance	\$ 17,550
Office Supplies/Expenses	\$ 8,816
Utilities	\$ 8,816
Insurance	\$ 10,579
Staff Training	\$ 4,425
Legal & Professional	\$ 6,909
Equipment Rental	\$ 9,257
Equipment Maintenance	\$ 7,780
Audit & Accounting	\$ 21,605
Total Operating Costs	\$ 130,000
Total Indirect Costs (Salaries & Benefits + Operating Costs)	\$ 493,340

Appendix E
Business Associate Agreement

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

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

RECITALS

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

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

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

1. Definitions.

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

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

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

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

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

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

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

k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or 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,

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

2. Obligations of Business Associate.

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

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

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;



San Francisco Department of Public Health
Business Associate Agreement

(iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this 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).



San Francisco Department of Public Health

Business Associate Agreement

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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



San Francisco Department of Public Health
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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 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.



San Francisco Department of Public Health

Business Associate Agreement

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 of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

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

4. Amendment to Comply with Law.

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

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name: Community Awareness and Treatment Services	Contractor City Vendor ID: 0000022483
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

Name _____ (print) EXCEPTION(S) APPROVED by OCPA	Signature	Date
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Contractor Name: Community Awareness and Treatment Services	Contractor City Vendor ID: 0000022483
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

DOES YOUR ORGANIZATION...	Yes	No*
A Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans? Date of last Data Security Risk Assessment/Audit:		
C Have a formal Data Security Awareness Program? Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:		
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.

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

Name EXCEPTION(S) APPROVED by OCPA	Signature	Date
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Appendix F

Invoices

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

the City and County of San Francisco, its Officers, Agents, and Employees

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

A. **Section II – Who Is An Insured** is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations:

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply. This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III — LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. A. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE**.
- (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

01320

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

CITY & COUNTY OF SAN FRANCISCO, its officers, agents, employees & volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

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

COMPANY: Nonprofits Insurance Alliance of California (01320)
POLICY NUMBER: 2018-01320
NAMED INSURED: Community Awareness & Treatment Services, Inc.
POLICY CHANGE EFFECTIVE: 01/25/2019
COVERAGE PART AFFECTED: BUSINESS AUTO
POLICY CHANGE#: 1 Page 1

The following additional insured(s)/loss payee(s) is/are hereby added to read:

<u>Veh #</u>	<u>VIN #</u>	<u>Additional Insured - NIAC-A1</u>
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ALL		The City & County Of San Francisco, its Officers, Agents, and Employees 1380 Howard St. 4th Flr. San Francisco, CA 94103
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All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$0
RETURN PREMIUM:	\$0
TOTAL PREMIUM:	\$0



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.