

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco
and
ConnectionsCA, LLC, d/b/a ConnectionsCA – San Francisco
1000037299**

This Agreement is made this First day of February, 2026, in the City and County of San Francisco (“City”), State of California, by and between ConnectionsCA, LLC, dba ConnectionsCA – San Francisco (“Contractor”) and City.

Recitals

WHEREAS, The San Francisco Sheriff’s Office (“Department” or “SFSO”) wishes to procure Contractor’s services to operate the facility, RESET Center (Rapid Enforcement Support Evaluation and Triage) that is an alternative to jail and hospitalization for individuals under the influence of alcohol intoxication, controlled substances, or drugs; and

WHEREAS, The Sheriff’s Office in partnership with the Department of Public Health, Police Department, District Attorney’s Office, and Fire Department, will support the operations of the RESET Center; and

WHEREAS, The Sheriff’s Office enters into this contract under the authority of Administrative Code Chapter 21B, which suspended and delegated certain approvals for Contracts and Leases necessary to accelerate the City’s response to homelessness, drug overdoses and substance use disorders, mental health needs, integrated health needs, and public safety hiring (the “Core Initiatives”); and

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

WHEREAS, the Core Initiative project addressed by this Agreement is Projects Addressing Drug Overdoses and Substance Use Disorders; and

WHEREAS, This is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0005080; and

WHEREAS, Approval for the Agreement was obtained on December 1, 2025 from the Civil Service Commission under PSC number DHRPSC0005790 in the amount of \$17,525,000 for the period of three years; and

WHEREAS, The contract amount is for \$14,537,426; and

WHEREAS, The Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of Sheriff Paul Miyamoto, an elected officer of the City; and

WHEREAS, The Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of Sheriff Paul Miyamoto, an elected officer of the City; and

WHEREAS, Charter Section 9.118(b) requires Board of Supervisors' approval by Resolution of the contract; and

WHEREAS, As set forth in Administrative Code Section 21B.3(c), if the Board of Supervisors fails to act on this Resolution within the timeframe identified in Section 21B.3(c)(6), the Mayor will have authority to approve the contract under Charter Section 9.118; and

WHEREAS, On [INSERT DATE] the Board of Supervisors [approved the Resolution INSERT NUMBER] or [failed to act].

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing”, the San Francisco Sheriff’s Office, and the San Francisco Department of Public Health.

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

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

1.5 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§

6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.6 “Contractor” means ConnectionsCA, LLC, 1205 7th Ave. Suite 105, Phoenix, AZ 85007

1.7 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 “Party” and “Parties” means City and Contractor either individually or collectively.

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on February 1, 2026 and expire on March 31, 2028, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has the option to renew the Agreement for a period of one (1) additional year. City may exercise this option at City’s sole and absolute discretion by providing at least one hundred twenty days (120) written notice prior to the end of the term and modifying this Agreement as provided in Section 11.5, “Modification of this Agreement,” and pricing shall be in accordance with Exhibit B for the option period. Extensions may be for the whole or partial period provided for above.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which

funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 Maximum Costs. City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

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

3.3 Compensation.

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed \$14,537,426 (Fourteen Million Five Hundred Thirty-Seven Thousand Four Hundred Twenty-Six Dollars) the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

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

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

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

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

3.3.6 Getting paid by City for Services.

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

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

3.3.7 Reserved. (Grant Funded Contracts)

3.3.8 Payment Terms.

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

(b) Reserved. (Payment Discount Terms)

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

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 Reserved. (Payment of Prevailing Wages)

Article 4 Services and Resources

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

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent

personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

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

Connections Health Solutions, LLC

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

4.4.1 Independent Contractor. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and

offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City.

Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Reserved.

4.7 Reserved. (Liquidated Damages)

4.8 Reserved. (Performance Bond)

4.9 Reserved. (Fidelity Bond)

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

(a) Commercial General Liability Insurance with limits not less than **\$2,000,000** each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**

(b) Commercial Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation Liability Insurance, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$2,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Liability Insurance)

(f) Cyber and Privacy Liability Insurance with limits of not less than **\$5,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Reserved. (Pollution Liability Insurance)

5.1.2 Additional Insured.

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

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

(c) Reserved. (Auto Pollution Additional Insured Endorsement)

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

5.1.4 Primary Insurance.

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance)

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled, "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

5.2 **Indemnification.**

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

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

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County

Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 Either Party shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof by providing at least ninety (90) days written notice, for convenience and without cause. Either Party shall exercise this option by giving the other Party written notice of termination (“Notice of Termination”). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (“Termination Date”).

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

- (a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.
- (b) Halting the performance of all Services on and after the Termination Date.
- (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (d) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.
- (e) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor, or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be

deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

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

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
3.3.7(a)	Grant Funded Contracts – Disallowance	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 **Rights in Deliverables**

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables

are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 10 Additional Requirements Incorporated by Reference

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

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Reserved. (Consideration of Salary History).

10.5 Nondiscrimination Requirements.

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

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting

Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

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

10.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

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

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official

serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors)

10.14 Reserved. (Consideration of Criminal History in Hiring and Employment Decisions).

10.15 Nonprofit Contractor Requirements.

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

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$1,000,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverages and Water.

10.17.1 Sugar-Sweetened Beverage Prohibition. The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened

Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement, unless deemed medically appropriate due to diabetic concerns.

10.17.2 Packaged Water Prohibition. The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Article 11 General Provisions

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

To City:	Name: Patrick Leung Title: CFO Agency: San Francisco Sheriff's Office Address: 1 Dr. Carlton B. Goodlett Place, RM 456, San Francisco, CA 94103 Email: Patrick.N.Leung@sfgov.org Phone: 415-609-7013
To Contractor:	Name: Joel Conger Title: West Region President Company: ConnectionsCA, LLC Address: 2390 E Camelback Road, Ste 400, Phoenix, AZ 85016 Email: joel.conger@connectionsca.com Phone: 602-758-4344

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

11.2 Compliance with Laws Requiring Access for People with Disabilities.

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

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

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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

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

11.9 **Entire Agreement.** This contract including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry Requirements)

13.3 Business Associate Agreement. This Agreement may require the exchange of information covered by the U.S. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). A Business Associate Agreement (“BAA”) executed by the Parties is attached as Appendix F.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor’s

environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within five (5) calendar days if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 14 MacBride And Signature

14.1 MacBride Principles – Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

Recommended by:

Paul Miyamoto
Sheriff
San Francisco Sheriff's Office

Approved as to Form:

David Chiu
City Attorney

By: _____
Jana Clark
Deputy City Attorney

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

By: _____
[name of Purchaser or "Name": _____"]

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B-1: Medi-Cal billing
- C: RESERVED (Insurance Waiver)
- D: System Access Agreement
- E: RESERVED (Data Sharing Agreement)
- F: HIPAA Business Associate Agreement
- G: Proposed Budget
- H: Real Estate Access to City Property

Appendix A

Scope of Services

1. Project Overview

1.1.

The City and County of San Francisco is taking steps to address the rampant Fentanyl and substance abuse crisis that balances care, treatment, and public safety. There is a need to address the individuals whose public substance use presents ongoing safety challenges for themselves and the community. This includes providing a law enforcement presence and engagement in operations to disrupt illegal open-air drug use. San Francisco must intervene when activities harm the individual and community. Breaking the harmful cycles affecting individuals and the community requires compassion and accountability.

To meet this need, Department is developing the RESET Center (Rapid Enforcement Support Evaluation and Triage) in partnership with the Department of Public Health (SFDPH), Police Department, District Attorney's Office, and Fire Department, and contracting with Contractor to operate the facility which will be unified and operate in support of one another. This RESET Center is intended to support SFSO and the SFDPH in pursuing a three-pronged approach to public safety and public drug use: one that is swift, certain, and proportionate. In operating the RESET Center and through cross-system collaboration with law enforcement and Contractor. The RESET Center will offer a voluntary facility that is an alternative to jail for individuals under the influence of alcohol? intoxication, controlled substance or drugs. This approach is intended to balance public safety and public health approaches that support assertive crisis response, enhance neighborhood safety, and foster a more resilient, recovery-oriented community.

The Department will provide law enforcement services as necessary and transport or facilitate transport to jail, Psychiatric Emergency Services (PES), or appropriate medical facility while adhering to all applicable laws.

Contractor will staff the center to provide a supportive and safe environment for sobering, peer engagement, basic needs support, and care coordination.

1.1.1. The RESET Center is designed to:

- 1.1.1.1. **Increase Efficiency and Public Safety** by allowing officers and deputies to drop off individuals at the center and quickly return to their duties.
- 1.1.1.2. **Protect Public Safety and Reduce Crime in the community** by intervening quickly when harmful activity occurs.
- 1.1.1.3. **Promote Health and Stability** with on-site medical health teams and providers.
- 1.1.1.4. **Encourage Engagement** by allowing providers to connect people to treatment during their stay.

1.1.2. The RESET Center is not a jail or temporary holding facility. Upon arrival, the law enforcement agency will follow its agency's policies and procedures, including cite and release policies or author an arrest report if appropriate.

2. Admission Requirements

- 2.1. Individuals who are transported to the RESET Center must meet the following criteria:
 - 2.1.1. Individuals must be 18 years of age or older.
 - 2.1.2. Individuals taken to the RESET Center must be detained for violating either 647 (f) PC or 11550 H&S.
 - 2.1.3. Individuals taken to the RESET Center may not have active warrants.
 - 2.1.4. Individuals charged with or exhibiting aggressive or combative behavior shall not be admitted to the RESET Center and should be booked into the county jail.
 - 2.1.5. Individuals must not have any obvious emergency medical needs that require immediate attention or medical needs that are beyond the care the RESET Center can legally provide.
 - 2.1.6. Individuals must not have psychiatric needs that would constitute a 5150 W&I.
 - 2.1.7. Individuals with possession of illegal narcotics or weapons shall not be admitted to the RESET Center and should be booked into the county jail.
 - 2.1.8. Service animals are allowed at the site. Contractor and the Department will evaluate whether non-aggressive pets are allowed to enter the site.

3. Description of Services

After the SFSO Deputies conduct a brief entry search, Contractor will conduct a brief admissions screening to determine suitability in the RESET Center. Contractor will accept the individual if the RESET Center is an appropriate facility and Contractor will provide basic hygiene, nutrition services, monitoring and stabilization services. During the individual's stay, the Contractor will provide active engagement services with the goal of supporting a discharge plan that includes connections to treatment and services that will enable long-term stability and recovery for the individual. Contractor will secure and comply with all applicable licenses, regulations, and statutes.

- 3.1. Services will align with the core principles identified in Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines for Behavioral Health Crisis Care:
 - 3.1.1. **Addressing Recovery Needs.** Using a respectful approach to foster engagement and collaboration with individuals and their families.
 - 3.1.2. **Significant Role for Peers.** Connections' Peer Specialists will engage with individuals and offer compassionate support during recovery.
 - 3.1.3. **Trauma-Informed Care.** Prioritizing respect, quality, and integrity when providing trauma-informed care to help individuals feel safe.
 - 3.1.4. **Zero Suicide.** Using responsive evidence-based treatments for suicide risk assessment and interventions.
 - 3.1.5. **Safety/Security.** Upholding a no force-first policy, completing safety training, and ensuring adequate and qualified staff.
 - 3.1.6. **Crisis Response Partnerships with First Responders.**
- 3.2. **Standards for Sobering Centers:**
 - 3.2.1. Providing client-centered, low-barrier services to the individuals we serve.

- 3.2.2. Connecting to community partners and coordinating transitions to aftercare provider as appropriate.
- 3.2.3. Trauma informed care and a safe environment for acute intoxication.
- 3.2.4. Provide safe quality of care to those experiencing substance use conditions.
- 3.2.5. Operating evidence-based practice and quality improvement throughout our care.

3.3. **Medications (Reserved).**

3.4. **Primary Staffing.** Contractor staff would administer over the counter medications as clinically indicated to assist with symptom management and under the direction of nursing staff. Contractor staff retain the right to inform individuals of safe use of these medications and either patient or staff can refuse medication administration if clinically indicated. If prescription medication becomes available, the parties will discuss and modify the Agreement as necessary to account for the change in scope and costs.

- 3.4.1. Services are delivered by the following staff:

- 3.4.1.1. **Registered nurse** performs an assessment to gather relevant information to inform the treatment process.
- 3.4.1.2. **Case manager** who develops an individualized discharge plan tailored to the individual's long-term recovery needs and coordinates care with providers and community organizations.
- 3.4.1.3. **Behavioral health specialist** who conducts checks every 15 minutes and monitors safety.
- 3.4.1.4. **Peer specialist** who engages with each individual with motivational interviewing techniques, using their lived experience and compassionate support to promote positive change and encourage the individual to engage with the rest of the crisis system.

3.5. **Intake, Screening, and Assessment.**

- 3.5.1. Any law enforcement agency in San Francisco may bring an individual who otherwise meets the criteria to the RESET Center. Acceptable charges in conjunction with 647(f) PC or 11550 HS include:
 - 3.5.1.1.1. 602 PC/M
 - 3.5.1.1.2. 11532 HS/M
 - 3.5.1.1.3. 11364 HS/M
- 3.5.2. Contractor staff will assess individuals who are brought into the RESET Center after the SFSO Deputy search. These staff register the individuals and conduct rapid risk and safety screenings. Once screened, a clinical team engages the individual and can provide appropriate assessments.
- 3.5.3. Upon intake, clothing/scrubs will be provided if necessary to maintain privacy and to replace any soiled clothing.
- 3.5.4. When a triaged individual is placed in one of the safe areas, food and water will be offered. Contractor staff will distribute the food and water.
- 3.5.5. Comprehensive assessment tools are used to define a treatment plan and complete discharge plan with care coordination. The milieu provides a safe environment for the community to access immediate sobering services and support.
- 3.5.6. The Department will route any medical refusals at triage to EMS services for transport to a higher level of medical care.

3.5.7. Any medical emergencies will be routed to appropriate services according to Contractor's policy. Contractor is not responsible for the cost of emergency transportation but will utilize EMS as appropriate and necessary.

3.6. Discharge Process

Discharge planning will provide them with additional resources before their departure. Case Manager or other relevant staff will arrange transportation and referrals to treatment and other services.

3.7. Electronic Health Record. And Other Data Systems

- 3.7.1. Contractor intends to utilize its own existing Electronic Health Record (EHR) to document services on site at the RESET Center.
- 3.7.2. Contractor will require limited access to DPH Epic to: 1) view patient information, 2) place referrals to DPH community services, and 3) document limited information about a patient's transition plan. If any interface or license fees are required during the term, then those costs shall be paid by SFSO/DPH.
- 3.7.3. Contractor agrees to use Care ConnectSF in partnership with law enforcement for bed management purposes. This will not include PHI.

3.8. Center Operations - Sheriff's Office Responsibilities:

- 3.8.1. Facilitate the intake process by ensuring intake paperwork is completed correctly by the transporting law enforcement agency.
- 3.8.2. Conduct a search of the subject's property and person before entry.
- 3.8.3. Provide safety and security for the staff, building, and persons.
- 3.8.4. Perform law enforcement services as necessary, including arrests and or mental health detentions (5150 W&I) when appropriate and transport or facilitate transport to jail, PES, or appropriate medical facility.
- 3.8.5. Provide citations and/or certificates of release to discharged persons when appropriate.

3.9. Stakeholder Engagement

Contractor will identify and plan to meet with key stakeholders that have been jointly identified with SFDPH and SFSO to bring awareness to the community of the RESET Center's philosophy and operations. Meetings will occur to identify collaborative hand-offs and methods by which Contractor can effectively connect individuals to services post discharge. Meetings with community stakeholders will occur prior to opening, during opening, and after opening to ensure ongoing partnership and collaboration that strengthens the continuum of care offered to individuals seeking treatment.

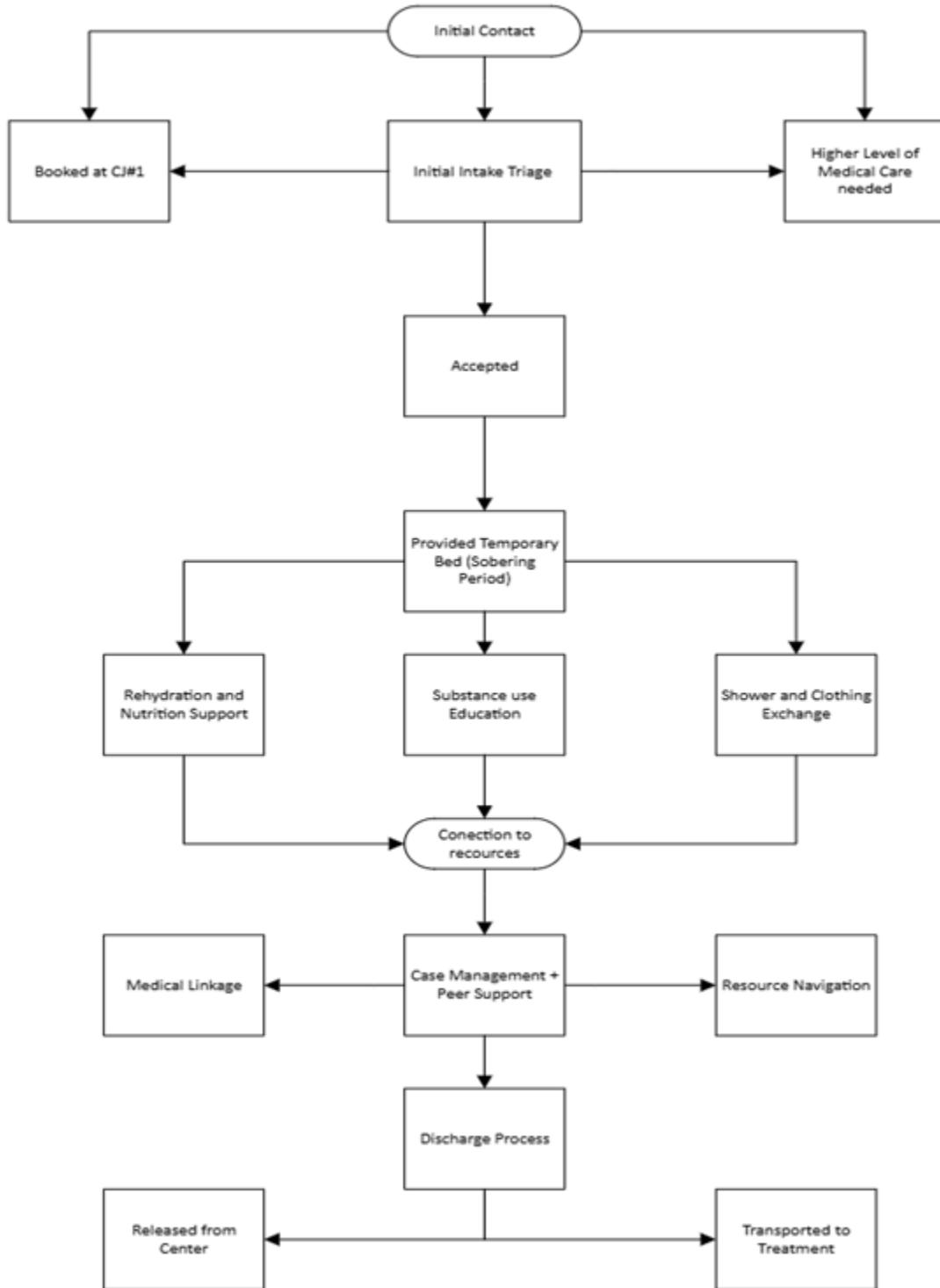
3.10. Good Neighbor Policy

Contractor shall create a Good Neighbor Policy that establishes standards and obligations for the Contractor, including but not limited to, maintain street conditions outside of the RESET Center and to support the wellbeing and safety of neighbors, staff, and program participants. Contractor shall be responsible to align their policies with the applicable policies of the City. Lack of knowledge of these policies shall not exempt the Contractor from compliance nor serve as a valid defense if the City finds the Contractor in violation of any policy obligations.

3.11. SFSO/SFDPH Responsibilities:

- 3.11.1. SFDPH shall provide onsite and remote care coordination support during initial few months of the RESET Center going live to train Contractor staff with aftercare support.
- 3.11.2. SFSO will have two staff on-site 24/7 to help with security management.
- 3.11.3. SFSO and SFDPH will be responsible for identifying and contracting with patient transportation provider to assist RESET Center patient transportation.

4. Workflow Diagram



5. Project Deliverables and Goals

- 5.1. The goal of the RESET Center at 444 6th Street, is to provide an alternative to incarceration, medical emergency rooms, and other institutional settings for individuals who are publicly intoxicated, under the influence of a controlled substance, or drugs whose needs can be met in a voluntary, supportive, and safe environment with appropriate medical staff. Contractor will provide basic hygiene, nutrition services, monitoring and stabilization services, accessible 24-hours/day, 7 days a week that provides interventions lasting less than 24 hours. Contractor must maintain staffing and capacity to serve up to 25 clients at a time. Contractor will provide active engagement services with the goal of supporting a discharge plan that includes connections to treatment and services that will enable long-term stability and recovery for the individual.
 - 5.1.1. Specific goals include: Stabilize clients experiencing intoxication and/or substance use within the meaning of 647(f) PC or 11550 HS including 602 PC/M; 11532 HS/M; 11364 HS/M.
 - 5.1.2. Reduce risk of harm to self or others.
 - 5.1.3. Address immediate minor medical needs.
 - 5.1.4. Prevent unnecessary arrests and criminal justice involvement.
 - 5.1.5. Link and refer clients to follow-up and ongoing City services.
- 5.2. **The Contractor shall provide each of the following deliverables in writing to City for review and approval:**
 - 5.2.1. Contractor shall review and provide feedback into building design to enable Certificate of Occupancy.
 - 5.2.2. Community engagement plan.
 - 5.2.3. Hiring and training of Contractor's staff. Contractor will provide training plan and hiring report.
 - 5.2.4. Operational reports as necessary.
- 5.3. **All individuals accepted to the RESET Center shall receive (as applicable):**
 - 5.3.1. A brief physical health admissions screening to determine suitability for placement at the site, with a focus on safety within the facility.
 - 5.3.2. Triage and referral to hospital-based services as indicated.
 - 5.3.3. Provide safe sobering services through continuous monitoring to ensure client safety and timely response to changing conditions.
 - 5.3.4. Crisis intervention, de-escalation, and crisis counseling.
 - 5.3.5. Support and peer engagement with a focus on substance use disorder counseling, including use of motivational interviewing.
 - 5.3.6. Appropriate medical services for minor physical health needs in compliance with laws, policies, and procedures that legally apply to the RESET Center.
 - 5.3.7. Assistance with self-administration of providing over the counter medication.
 - 5.3.8. On-site services by culturally sensitive and trauma-informed multi-disciplinary staff.

5.3.9. Individualized discharge planning and client-centered counseling focused on linking individuals to City services, treatment, care, and other supports necessary for long-term recovery.

6. Project Schedule

6.1. Upon Award

- 6.1.1. SFDPH and SFSO shall identify critical stakeholders including community partners, first responders, and various county program leads to introduce Contractor and initiate conversation.
- 6.1.2. Develop key messages and prepare for questions/concerns by population and stakeholder group.
- 6.1.3. Hold introduction meetings with all critical partners to introduce Contractor implementation team and start to understand current behavioral health landscape and assessment of community crisis continuum.

6.2. Within 2 Months of Opening

- 6.2.1. Hold working sessions with key community partners to identify referral flow.
- 6.2.2. Distribute culturally appropriate and tailored educational materials.
- 6.2.3. Host hiring fairs.
- 6.2.4. Continue to meet with community partners and stakeholders in collaboration with City partners.

6.3. Within 3 Months of Opening

- 6.3.1. Develop materials and collateral by population and stakeholder group.
- 6.3.2. Establish various channels to field questions and address community curiosity, including dedicated website and landing page.
- 6.3.3. Outreach to and educate various community providers to strengthen the continuum by partnering.
- 6.3.4. Engage with local schools and universities to build workforce and bring awareness.
- 6.3.5. Engage with diverse community-based organizations.

6.4. On-going

- 6.4.1. Convene regular meetings with key crisis system stakeholders to impact assessment and ongoing operational discussions.
- 6.4.2. Attend local community events and advocacy organizations.
- 6.4.3. Implement process for providing data and transparent updates.

7. Project Evaluation

7.1. Service Objectives

- 7.1.1. Contractor shall provide medical triage and safe appropriate support to 100% of individuals who are cleared for admission by SFSO deputy intake protocol.
- 7.1.2. Contractor, with SFSO support, shall ensure average officer drop-off time equal to or under 12 minutes per individual, measured monthly, per Tier 2 as detailed in Appendix B – Calculation of Charges, Section 4.2.3.1 Law Enforcement Efficiency.
- 7.1.3. Contractor shall attempt to conduct brief engagement and treatment referral conversations with 100% of individuals who are accepted to the site.
- 7.1.4. Contractor shall maintain sufficient staffing level expectations to ensure the Center remains fully operational open 24 hours per day, 7 days per week, and 365 days per year at a 25-bed capacity, $\geq 90\%$ of census each month, per Tier 2 as

detailed in Appendix B – Calculation of Charges, Section 4.2.3.1 Law Enforcement Efficiency.

7.2. Outcome Objectives

- 7.2.1. 75% of officers will report significantly reduced booking times and increased satisfaction using the RESET Center vs jail.
- 7.2.2. $\geq 90\%$ of individuals who arrive shall remain at the Center until they are deemed sober by Contractor to meet criteria for release (i); per Tier 2 as detailed in Appendix B – Calculation of Charges, Section 4.2.3.2. Participant Engagement & Linkage Outcomes
- 7.2.2.1. Of those individuals, $\geq 20\%$ shall elect to remain for continued rest, engagement, or services once they are eligible for release, per Tier 2 as detailed in Appendix B – Calculation of Charges, Section 4.2.3.2. Participant Engagement & Linkage Outcomes.
- 7.2.2.1.1. Of those who stay, $\geq 25\%$ of individuals served shall be connected (i.e., consented referral) to a health and/or social service at discharge (treatment, shelter, case management, etc.) Contractor shall document and report service types monthly, Tier 2 as detailed in Appendix B – Calculation of Charges, Section 4.2.3.2. Participation Engagement & Linkage Outcomes.

7.3. Data Reporting Requirements

- 7.3.1.1. **Contractor shall collect and provide the following data:**
 - 7.3.1.1.1. Average length of stay at Center
 - 7.3.1.1.2. Demographics of individual at the Center including gender, age, race/ethnicity, and housing status
 - 7.3.1.1.3. Recidivism/repeat admissions data
 - 7.3.1.1.4. Service engagement and referrals
 - 7.3.1.1.5. Voluntary conversion rate
 - 7.3.1.1.6. Officer drop-off times
 - 7.3.1.1.7. The number and percent of individual who:
 - 7.3.1.1.7.1. Complete RWS
 - 7.3.1.1.7.2. Brought to jail before RWS
 - 7.3.1.1.7.3. Brought to Emergency Room before RWS
 - 7.3.1.1.8. Monthly service reports
 - 7.3.1.1.9. Quarterly and annual performance reports aligned to service and outcome objectives per Appendix B – Calculation of Charges, Section 4 – Performance Based Payment Structure.
 - 7.3.1.1.10. Service and Outcome Objectives are reported quarterly.

7.4. Key Performance Indicators (KPI).

- 7.4.1. Contractor will track and report performance metrics for each service to drive quality, including:
 - 7.4.1.1. First responder drop-off times
 - 7.4.1.2. Time from door to chair
 - 7.4.1.3. Lengths of stay
 - 7.4.1.4. Community disposition

- 7.4.1.5. Utilization data such as census by unit, occupancy rate, and referral source.
- 7.4.1.6. Demographic data for analysis to identify potential disparities such as stratification of KPI by race and ethnicity.

7.5. Quality Assurance and Performance Improvement (QAPI)

- 7.5.1. Contractor shall maintain QAPI program.
- 7.5.2. QAPI program objectives include:
- 7.5.3. Ensuring service expectations and milestones are met.
- 7.5.4. Improving the quality and safety of clinical care.
- 7.5.5. Enhancing the experience of care for individuals and families.
- 7.5.6. Improving customer service for stakeholders and system partners.
- 7.5.7. Enhancing its employees' work experience.
- 7.5.8. Improving operational excellence to ensure responsible stewardship of public funds

8. Reports

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

9. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the SFSO will be Captain William Kelleher.

Appendix B

Calculation of Charges

1. Project Cost.

In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed in Appendix B, Attachment 1 (Excel spreadsheet), inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement.

2. Positions

The positions listed below summarizes the Contractor's anticipated staffing pattern at this time. The Contractor may adjust these positions as needed based on patient need and ongoing learnings; however such staffing changes will not increase Contractors' funding as outlined in this Agreement without a mutually executed change between the Parties.

RESET Center Staffing		Post Hours per Day							
Shift	Role Type	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	FTE
1	BHS	8	8	8	8	8	8	8	1.4
1	CM	8	8	8	8	8	8	8	1.4
1	RN	8	8	8	8	8	8	8	1.4
1	Peer	16	16	16	16	16	16	16	2.8
1	UC	8	8	8	8	8	8	8	1.4
	Subtotals	48	48	48	48	48	48	48	8.4
2	BHS	8	8	8	8	8	8	8	1.4
2	CM	8	8	8	8	8	8	8	1.4
2	RN	8	8	8	8	8	8	8	1.4
2	Peer	16	16	16	16	16	16	16	2.8
2	UC	8	8	8	8	8	8	8	1.4
	Subtotals	48	48	48	48	48	48	48	8.4
3	BHS	8	8	8	8	8	8	8	1.4
3	CM	8	8	8	8	8	8	8	1.4
3	RN	8	8	8	8	8	8	8	1.4
3	Peer	16	16	16	16	16	16	16	2.8
3	Shift Supervisor	8	8	8	8	8	8	8	1.4
	Subtotals	48	48	48	48	48	48	48	8.4
	Total	144	144	144	144	144	144	144	25.2

3. Invoicing.

Services will be paid as a flat monthly fee as outlined below. Payment will begin one month prior to the opening of the center to account for pre-opening start-up costs.

Contractor's total base monthly payments ("Monthly Contract Amount") shall be determined as follows:

- March 2026 – June 2026: \$657,018 per month for a total of \$2,628,072 during the four-month period. If the center opening is delayed past 4/1/26, then the payments may be adjusted to ensure \$490,770 of start-up costs are paid during this period and that the remaining amount for ongoing operations is pro-rated to begin one month prior to center opening.
- July 2026 – June 2027: \$528,339 per month for a total of \$6,340,072 during the twelve-month period
- July 2027 – March 2028: \$555,797 per month for a total of \$5,002,170 during the nine-month period
- Any renewal or option period pricing would include a price escalator from the prior period equal to the greater of 3% or the prior year CPI increase for San Francisco.

Contractor projects a 6-9-month timeline to obtain the appropriate license or necessary contracts and enrollment to bill MCOs and/or MediCal, provided such enrollment is permitted with this anticipated structure. Due to this timeline and the intent to not delay opening, initial funding of the RESET Center may rely fully on funding from the City prior to Contractor obtaining the ability to bill for services. If cash is received by Contractor from payors, that cash will be reported in the quarterly process outlined below and such funds will be reduced from the Contractor's quarterly payout. If payor enrollment is successful, Contractor will align with Appendix B-1.

4. Performance-Based Payment Structure

4.1. Ramp-Up / Initial Operations (3/1/2026 – 9/30/2026)

- 4.1.1. Contractor is paid 100% of the contracted monthly amount during ramp-up and phased bed activation.
- 4.1.2. Payments may be prorated based on phased bed activation, if applicable
- 4.1.3. Performance-based metrics are monitored but not tied to payment during this phase.
- 4.1.4. Payment during the first three months of Period 2 (e.g., 7/1/26 – 9/30/26) will be tied to Tier 2 performance (i.e., 100% of the Monthly Contract Amount), regardless of Contractor performance.

4.2. Ongoing Operations (Beginning 10/1/2026)

- 4.2.1. Performance & Payment Schedule (Beginning 10/1/2026) Contractor shall receive 92.5% of the Monthly Contract Amount automatically as the baseline amount. This will be paid within the first five days of the month in which services are provided.

4.2.2. Up to 12.5% may be earned as outlined in the chart below. The measurements will be evaluated on an aggregate basis across the quarter being evaluated. The metrics and their respective tiers are outlined below:

4.2.2.1. Law Enforcement Efficiency (up to 6.25% of Contract Value)

Performance Tier	Average Officer Drop-Off Time	Operational Staffing Requirement
Tier 1	≤ 15 minutes	$\geq 85\%$ of full agreed-upon chair, 24/7 capacity (e.g., 85% of 25 chairs = 21 chairs available)
Tier 2	≤ 12 minutes	$\geq 90\%$ of full agreed-upon chair, 24/7 capacity (e.g., 90% of 25 chairs = 23 chairs available)
Tier 3	≤ 8 minutes	$\geq 95\%$ of full agreed-upon chair, 24/7 capacity (e.g., 95% of 25 chairs = 24 chairs available)

4.2.2.2. Participant Engagement & Linkage Outcomes (up to 6.25% of Contract Value)

Performance Tier	Retention and Release	Voluntary Stay Conversion	Service Linkage at Discharge
Tier 1	$\geq 85\%$ remain until deemed sober for release	$\geq 15\%$ convert to voluntary stay	$\geq 20\%$ linked to services
Tier 2	$\geq 90\%$ remain until deemed sober for release	$\geq 20\%$ convert to voluntary stay	$\geq 25\%$ linked to services
Tier 3	$\geq 95\%$ remain until deemed sober for release	$\geq 25\%$ convert to voluntary stay	$\geq 30\%$ linked to services

Note: For evaluating performance of “Retention and Release”, we will remove factors that are outside of Contractor’s control (including but not limited to: violence, medical needs, under 5150) from the denominator to most accurately measure Contractor performance and impact.

- For example, if there are 120 individuals and 20 are sent to an alternative location due to ineligibility criteria, the performance will be calculated using a denominator of 100 individuals.

The parties agree that the metrics above will be the baseline upon contract execution. However, following the initial 6-month of the contract term, both parties will jointly re-evaluate to ensure these are the right metrics and measurements. Any changes to the metrics will be documented and agreed to in writing by both parties per Section 11.5 – Modification of this Agreement.

4.2.2.3. Summary of Possible Earned Amount per Quarter

The quarterly true-up will be calculated as follows:

- If the Contractor achieves results below the result listed in Tier 1, then 0% of the Monthly incentive for that quarter will be paid out for that metric
- If the Contractor achieves results equal to or better than Tier 1 but below Tier 2, then they will be paid out at the Tier 1 rate times the Monthly Contract amount for that quarter
- If the Contractor achieves results equal to or better than Tier 2 but below Tier 3, then they will be paid out at the Tier 2 rate times the Monthly Contract amount for that quarter
- If the Contractor achieves results equal to or above the Tier 3 level, then they will be paid out at the Tier 3 rate times the Monthly Contract amount for that quarter
- Each metric below will be evaluated independently and will use aggregate data across the full quarter being evaluated. Based on the achievement of each metric, a percentage will be determined for each row in the chart based on the achievement levels. The sum of all five rows will result in the payout percentage.
- The payout percentage will be multiplied by the Monthly Contract Amount and will be the amount paid out to Contractor for that quarter.

Metric	Tier 1	Tier 2	Tier 3
Drop off time	0.625%	1.875%	3.125%
Staffing Requirement	0.625%	1.875%	3.125%
Retention and Release	0.417%	1.250%	2.083%
Voluntary Conversion	0.417%	1.250%	2.083%
Link to Services	0.417%	1.250%	2.083%
Maximum Earned	2.5%	7.5%	12.5%

5. Quarterly Performance Reconciliation

5.1. Beginning October 1, 2026, performance-based payments shall be reconciled on a quarterly basis. The Contractor shall receive ninety-two and a half percent (92.5%) of the Monthly Contract Amount as base payment. The remaining seven and a half percent (7.5%) plus five percent (5%) performance incentives shall be held as performance-at-risk and earned based on the Contractor's achievement per performance metrics detailed in Appendix B – Calculation of Charges, Section 4.2.3.1 – Law Enforcement Efficiency and Section 4.2.3.2 – Participant Engagement & Linkage.

At the close of each quarter, the Sheriff's Office will conduct a Quarterly Performance Review to evaluate Contractor performance using the submitted monthly service reports and

quarterly performance data. Performance will be assessed against the two performance domains as outlined above:

- 5.1.1. Law Enforcement Efficiency (up to 6.25% of contract value)
- 5.1.2. Participant Engagement & Linkage Outcomes (up to 6.25% of contract value)

5.2. Reconciliation Process

5.2.1. Data Submission

- 5.2.1.1. Contractor shall submit all required monthly data within fifteen (15) business days after the end of each month.
- 5.2.1.2. A consolidated quarterly performance report shall be submitted within fifteen (15) business days after the end of each quarter, in place of the monthly report.

5.2.2. Review and Verification

- 5.2.2.1. The Sheriff's Office will jointly review and validate Contractor's performance metrics, data accuracy, and supporting documentation.
- 5.2.2.2. The Sheriff's Office may request clarification or additional documentation as needed to verify performance.

5.2.3. Quarterly Determination

- 5.2.3.1. The Sheriff's Office will determine whether the Contractor has met the performance thresholds required to earn up to 15% payment per .
- 5.2.3.2. Each domain is evaluated independently. The Contractor may earn up to 15% of the performance-at-risk portion in any quarter.

5.2.4. Payment of Earned Performance Amounts

- 5.2.4.1. Amounts earned will be paid as a lump-sum reconciliation payment in the month following the performance determination.
- 5.2.4.2. Any portion of the performance-at-risk amount not earned in a given quarter will be forfeited and will not roll over into future quarters.

5.2.5. Corrective Action (If Applicable)

- 5.2.5.1. If performance falls below minimum expectations, the Sheriff's Office may issue a Performance Improvement Notice outlining required corrective actions and timelines.
- 5.2.5.2. Failure to meaningfully improve performance may result in additional monitoring, withholding of future performance payments, or other remedies available under the contract.

APPENDIX B-1 – Medi-Cal Billing by the provider

Key billing specifications include but are not limited to the following:

Topic	Description
1. General	<p>Contractor must demonstrate the ability to manage the medical claims processing, billing, follow-up, collection, etc. with commercial insurance and government payors (e.g., Medi-Cal/Medicaid/Medicare) for Sobering services and linkage to follow services provided to program participants.</p> <p>The Contractor and/or its subcontractor(s) must manage claims for maximum collections in compliance with all commercial and government regulatory billing requirements, using a HIPAA-compliant framework, while adhering to applicable and evolving state and federal guidelines for reimbursement.</p>
2. Claims Processing	<p>Contractor must demonstrate the ability to integrate appropriate patient and insurance data from the Registration/Intake process to extract the required data elements for processing a “1500 Health Insurance Claim Form” (1500 Claim Form) and/or a 837P Electronic Claims file, as per the National Uniform Claim Committee (NUCC) guidelines.</p> <p>Contractor’s demonstrated claims management tasks must include:</p> <ol style="list-style-type: none"> 1. Enrollment in Electronic Data Interchange (EDI) services to obtain a trading partner ID and to transmit and receive 837/835 files with payors 2. Electronic billing, including producing the 1500 Claim Form and “e-837-P File Form” and receipt of the Claim Acknowledgement (277 File) 3. Support of paper claim forms, as needed 4. Receipt of payment determinations or ingesting the “835 Payment File” which provides the claim adjudication (e.g., paid, denied) 5. Follow-up collection actions such as appeals to conventional insurance companies, Claim Information Forms (CIFs) to Medi-Cal/Medicaid payors and Medicare Claim Adjudication through the Medicare Direct Data Entry (DDE) system 6. Sending appeals and requested information, as applicable, to appeal non-payments, underpayments, and denials 7. Rebilling of claims upon discovery of insurance 8. Identification and tracking of payment by payor, including collecting proof of payment 9. Reviewing claims adjudications with the City Team for optimization strategies on a regular basis 10. Developing an appeal plan subject to City approval for claim denials.

Topic	Description
3. National Provider Index (NPI)	<p>Contractor must demonstrate the ability to:</p> <ol style="list-style-type: none"> 1. Submit claims under its own NPI as an independent agency.
4. Payors	<p>Contractor must demonstrate the ability to</p> <ol style="list-style-type: none"> 2. be knowledgeable in government and commercial medical claims processing, guidelines, and regulations for CalAIM and otherwise, 3. have electronic claims filing ability with major commercial insurance providers in California (e.g., Anthem Blue Cross, United Healthcare, Aetna, Cigna, Kaiser), and government payors such as Medi-Cal, Medicaid, and Medicare
5. Current and Future Reimbursement Opportunities	<p>Contractor must demonstrate the ability to be knowledgeable on all funding sources and claims procedures for RESET Center, Enhanced Case Management and/or Case Management and service linkages available to providers and be able to submit claims for all reimbursement programs under:</p> <ol style="list-style-type: none"> 1. CalAIM 2. Any other Federal, State, or local program providing reimbursement to providers for RESET Center, Enhanced Case Management and/or Case Management and service linkages.
6. Reporting	<p>Contractor must demonstrate the ability to submit regular reports on the progress of their billing claims management as requested and defined by the City including but not limited to:</p> <ol style="list-style-type: none"> 1. Monthly Claims adjudication reports by insurer that are reconciled to offsetting credits provided in monthly invoices as stipulated in Appendix B 2. Monthly insurance aging reports by insurer including information on date of initial claim submissions, adjudication, rationale for adjudication, appeal efforts and outcomes

Appendix C
Reserved. (Insurance Waiver)

Appendix D

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

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Attachment 1 to SAA - Limitation of Access

Attachment 2 to SAA - System Specific Requirements

TERMS AND CONDITIONS

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

SECTION 1 - “THIRD PARTY” CATEGORIES

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

SECTION 2 - DEFINITIONS

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

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User's compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User's access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.
3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.
4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.
5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.
6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – “Third Party” Categories.
7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party’s Report for DPH Service Desk (dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.
8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.
9. **Security Controls.** Third Party shall appropriately secure Third Party’s computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party’s computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:
 - a. **Password Policy.** All users must be issued a unique username for accessing City Data. Third Party must maintain a password policy based on information security best practices as required by 45 CFR § 164.308 and described in NIST Special Publication 800-63B.

- b Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.
 - c Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.
 - d Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.
 - e Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

- 10. Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.
- 11. Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.
- 12. Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.
14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.
15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.
16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).
2. **Rediscovery Prohibition.** Treatment Providers may not rediscover Department Confidential Information, except as otherwise permitted by law.

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

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

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

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

software-application specific training before being provided User accounts and access to Department Computer Systems.

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

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

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

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

SECTION 7 - DEPARTMENT'S RIGHTS

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

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

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

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

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:
 - i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
 - ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:
 - i. the City Data believed to have been the subject of breach;
 - ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
 - iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
 - iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;
3. **Written Report.** **To the extent a breach is identified within Third Party's System,** Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.
4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.
5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.
6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.
7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

Attachment 1 to SAA

Limitation of Access

WHEREAS the terms for the core health care activities of "Treatment," "Payment," "Health Care Operations," "Research," and "Public Health" are defined in the Privacy Rule at 45 CFR 164.501; and WHEREAS the terms for "Business Associate" and "Covered Entity" are defined at 45 CFR 160.103;

I. Basis of Access

Department owns and maintains a secure electronic database of confidential patient/client information, including but not limited to clinical and hospital treatment records, physician notes, laboratory and imaging records, patient/client demographic information, insurance and third-party payor information and other information regarding Department patients (the "Electronic Health Record" or "EHR"). Department has implemented SFDPH CareLink and OutReach software to permit portal access and interfacing with the EHR to give healthcare providers secure access to select patient information in Department EHR.

Department, in accordance with the HIPAA Privacy Rule and California Assembly Bill 133 and subject to the restrictions and other requirements set forth in this Agreement; will grant system access to Third Party who:

- i.provides professional or other medical services to Department patients;
- ii.uses services provided to Third Party by the Department; or
- iii.is a direct Business Associate of Department or is a Business Associate of a Department (SFDPH) affiliate

and Third Party agrees to use system access to improve the quality and efficiency of services provided by/to Third Party, Department, and their respective patients/clients.

Each new scope requires a new Limitation of Access, executed and approved in the same manner as this Standalone SAA, including approval as to form by the San Francisco City Attorney's Office. Access beyond that permitted by a Statement of work is prohibited and constitutes a Breach, subject to all associated statutory penalties and damages.

II. Third Party and/or Contractor Requesting Access

A. Contact Information

Name of Organization Requesting System Access:

ConnectionsCA, LLC

Address: 2390 E Camelback Road, Ste 400, Phoenix, AZ 85016

Contact Person (s) for the Third Party or Contractor

Business or Program Owner (Name, Title, Email, Phone):

Tyler Mains, MD

Chief Medical Officer, Jail Health Services

tyler.mains@sfdph.org

(628) 271-7431

III. Basis for System Access

Third Party represents to the City that the use cases and purposes for system access fall into the following indicated categories:

Contractor is a Covered Entity OR is acting as Business Associate, including a formal signed Business Associate Agreement, of a Covered Entity for the use case/purpose represented in this agreement:

Treatment:

- Payments:** (further specify)
 - Eligibility, coverage, and/or benefits determination
 - Medical necessity reviews, prior authorizations, justifications, etc.
 - Utilization management and reviews
 - Billing and claims activities
- Healthcare Operations:** (further specify)
 - Population health improvement and/or cost-reduction
 - Care coordination and/or case management
 - Quality reviews/assessments, compliance reviews, audits, licensing and/or credentialing activities, etc.
 - General administrative activities (i.e. business planning and development, such as conducting cost-management and planning)
- Public Health:**
 - Research:** currently involved in conducting a research study, which may include a pharmaceutical product, biological product, device, or diagnostic agent through certain clinical research (the “Study”) at a City facility. Data Sharing Agreement does not represent approval of a research study. The Study must have an approved Clinical Trial Agreement or Statement of Work.
 - Laboratory and/or Diagnostic Submitter;** engaging the City or a City affiliate to provide laboratory and/or diagnostic services that do not fit in the categories above

Contractor is NOT a Covered Entity AND is NOT acting as Business Associate of a Covered Entity:

- CalAIM HHS Data Exchange Framework Participant:** Under California Assembly Bill 133, contractor is a signatory to the [Data Sharing Agreement](#) and abides by the terms of the agreement. See CalHHS DxF [Signatory List](#).
- Laboratory and/or Diagnostic Submitter;** engaging the City or a City affiliate to provide laboratory and/or diagnostic services

IV. Grant of Limited Use

Third Party will be given access to protected health information (PHI) owned by Department, as applicable which is needed by the Third Party to conduct the core health care activities or purposes indicated above. Third Party is granted the right to access for the following sole and limited purpose(s):

- a. **If Third Party is performing the core activities of Treatment, Healthcare Operations, or Public Health:** Third Party may only obtain health information about care or treatment received by Third Party’s patients/clients from Department which is necessary for Third Party’s current treatment of the patient/client for whom the information is sought. Third Party may also receive and request referrals, order outpatient laboratory and/or diagnostic procedures and tests, and electronically submit patient/client documents for Third Party’s current treatment of patients/clients.
- b. **If Third Party is performing the core activity of Payment:** Third Party may only obtain health information about care or treatment received by Third Party’s Beneficiaries from Department which is necessary for Third Party to conduct appropriate care coordination/medical management services, review and process claims, provide payment or reimbursement for Department’s services, or to fulfill Third Party’s coverage responsibilities and provide benefits under the plan.

- c. **If Third Party is performing the core activity of Research:** Third Party may only obtain health information about care or treatment received by clinical research participants enrolled on a certain Study, and in accordance with a study-specific Clinical Trial Agreement or Statement of Work.
- d. **If Third Party is a Laboratory and/or Diagnostic Submitter:** Third Party may obtain access to Department's web portal that provides secure, web-based access to place Laboratory and/or Diagnostic orders and receive secure results for Third Party's shared patients/clients.

Attachment 2 to SAA
System Specific Requirements

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

A. Department Care Link Requirements:

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

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

A. Department Epic Hyperspace:

- 1. Connectivity.**
- 2. The Department will provide the Internet connection required for accessing EPIC. Third Party must maintain all technical equipment and software in accordance with specifications provided by Epic and/or the Department. Technical equipment and**

software specifications for accessing EPIC may change over time. Third Party is responsible for all associated costs related to equipment and software maintenance. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by the Third Party Application For Access and Compliance with Epic Terms and Conditions.

- a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

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

A. Department myAvatar

1. Connectivity.
 - a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Information Technology (IT) Support.
 - a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
3. Access Control.
 - a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
 - b. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
 - c. All licensed, waivered, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

I. For Access to Department Epic through OutReach

A. Department OutReach Requirements:

1. Connectivity.

- d) The Department will provide the Internet connection required for accessing EPIC. Third Party must maintain all technical equipment and software in accordance with specifications provided by Epic and/or the Department. Technical equipment and software specifications for accessing EPIC may change over time. Third Party is responsible for all associated costs related to equipment and software maintenance. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by the Third Party. Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.
- d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.
- d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

2. Compliance with Epic Terms and Conditions
 - a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.
3. Epic-Provided Terms and Conditions
 - a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:
 - a. Purpose of Use: Access to Epic OutReach is intended to facilitate care for shared patients, manage referral data, or further legitimate business interests with respect to data from an Epic customer's system.
 - b. Restrictions: Users are prohibited from using Epic OutReach to develop similar software to EpicCare Link. Additionally, account information must not be shared with individuals outside the organization.

Appendix E
Reserved. (SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
DATA SHARING AGREEMENT)

Appendix F

San Francisco Department of Public Health Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement by and between the City and County of San Francisco, a Hybrid Entity designated under HIPAA, referred herein as the Covered Entity (“CE”), and ConnectionsCA, LLC. (“Contractor”), the Business Associate (“BA”), dated February 1, 2026 (the “Agreement”).

RECITALS

A. CE, by and through the San Francisco Sheriff’s Office SFSO”), wishes to disclose, allow access to, or allow collection of 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 and this BAA, 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 are committed to complying with all federal and state laws governing the confidentiality, privacy, and security of health information disclosed to BA pursuant to the Agreement, including, but not limited to the Standards for PHI under 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 with respect to health information, mental health information, and substance use treatment information, 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”), and 42 CFR Part 2.

D. CE is required to enter into an agreement 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 (“CFR”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose to BA, or allow BA to create, collect, use, access, maintain, or transmit for or on CE’s behalf, certain identifiable health information. The parties desire to enter into this BAA to permit BA to disclose, create, collect, use, access, maintain, or transmit such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding regulations.

1. **Definitions.** For purposes of this BAA, the Parties agree that each term below and any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the HIPAA Rules (as defined below), and as each may be amended from time to time.

- a. **Breach** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- b. **Breach Notification Rule** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- c. **Business Associate** means 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, as defined in 45 CFR §160.103.

- d. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including 45 CFR §160.103.
- e. **Data Aggregation** means the combining of PHI by the BA with the PHI received by the BA in its capacity as a BA of one or more other covered entity, to permit data analyses that relate to the Health Care Operations of the respective covered entities, and the meaning given to such term in 45 CFR §164.501.
- f. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including 45 C.F.R. Section 164.501.
- g. **Electronic PHI or ePHI** means any PHI maintained or transmitted by electronic media as defined in 45 CFR §160.103.
- h. **Health Care** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- i. **Health Care Component** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- j. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.
- k. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Part 160 and Part 164.
- l. **Hybrid Entity** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- m. **Privacy Rule** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- n. **Protected Health Information or PHI** has the meaning given to such term under the Privacy Rule, including 45 CFR §§160.103 and 164.501, limited to the information created, maintained, stored, transmitted, or received by BA from or on behalf of CE, or another BA of CE.
- o. **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 as defined in the Security Rule, including 45 CFR §164.304.
- p. **Security Rule** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- q. **Unsecured PHI** has the meaning given to such term under 42 U.S.C. §17932(h) and 45 CFR §164.402.

2. Obligations of Business Associate.

- a. **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 fifteen (15) calendar days of a written request by CE.

- b. **Permitted Uses and Disclosures.** BA may use, access, and/or disclose PHI 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 may use, access, and/or disclose PHI 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 (see 45 CFR §§164.502, 164.504(e)(2), and 164.504(e)(4)(i)]. If BA discloses PHI to a third party, if the disclosure is required by law, or otherwise BA must obtain, prior to

making such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (ii) an agreement from this third party to notify BA immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

c. Prohibited Uses and Disclosures. BA will not use, access, or disclose PHI other than as permitted or required by the Agreement, this BAA, and under the Privacy Rule, or as required by law. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted under 42 U.S.C. §17935(d)(2), and, 45 CFR §164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided under the Agreement.

d. Appropriate Safeguards. BA will use appropriate safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and 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 under the Security Rule, including, but not limited to, 45 CFR §§164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA will comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 CFR §164.316, and 42 U.S.C. §17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. §17934(c).

e. Agreements with Subcontractors and Agents. BA will ensure that any of its agents and subcontractors that have access to, or which create, receive, maintain or transmit PHI for or 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.c. above (see 45 CFR §§164.504(e)(2) through (e)(5), and 164.308(b)]. BA must mitigate the effects of any such violation.

f. Accounting of Disclosures. BA will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). BA will also make available information related to such disclosures as would be required for CE to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, BA will furnish CE the following with respect to any covered disclosures by BA: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

i. BA will furnish to CE information collected in accordance with this Section 2(e), within ten business days after written request by CE, to permit CE to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that CE elects to provide an individual with a list of its business associates, BA will provide an accounting of its disclosures of PHI upon request of the individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

ii. In the event an individual delivers the initial request for an accounting directly to BA, BA will forward such request to Covered Entity within ten (10) business days of receipt.

g. Access to PHI by Individuals. Upon request, BA agrees to provide CE copies of the PHI maintained by BA in a Designated Record Set in the time and manner designated by CE to enable CE to respond to an individual's request for access to PHI under 45 CFR §164.524. In the event any individual or personal representative requests access to the individual's PHI directly from BA, BA will forward that request to CE within ten (10) business days. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of CE.

h. Amendment of PHI. Upon request and instruction from CE, BA will amend PHI or a record about an individual in a Designated Record Set that is maintained by, or otherwise within the possession of, BA as directed by CE in accordance with procedures established by 45 CFR §164.526. Any request by CE to amend such information will be completed by BA within fifteen (15) business days of CE's request. If an individual request an amendment of PHI directly from BA or its agents or subcontractors, BA must forward any such request to CE within ten (10) business days. Any amendment of, or decision not to amend, the PHI or record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI will be the sole responsibility of CE.

i. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining CE's or BA's compliance with HIPAA and this BAA.

j. Minimum Necessary. BA, its agents and subcontractors shall request, use, access, and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such use, access, or disclosure, or request. (see 42 U.S.C. Section 17935(b) and 45 CFR §164.514(d)].

k. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information provided by CE to BA or created, received, maintained or transmitted by BA or BA's agents or subcontractors under the Agreement, including any and all forms thereof.

l. Notification of Suspected or Actual Breach. BA shall notify CE within five (5) calendar days of any breach of PHI; any use or disclosure of PHI not permitted by the Agreement or this BAA; any Security Incident (except as otherwise provided below) related to PHI, 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 PHI 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 prompt corrective action to cure any deficiencies and 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)]

i. Unsuccessful Security Incident Attempts: The Parties acknowledge and agree that this Section constitutes notification by BA to CE of the ongoing existence and occurrence of attempted Security Incidents that do not result in and/or that BA does not anticipate will result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (including, for example, pings on BA's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses). Unless requested by CE, no further notification of unsuccessful Security Incident attempts is required.

ii. Successful Security Incident Attempts: BA must notify the City within five (5) calendar days of any Security Incident attempt that results in, or that BA anticipates may result in, unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (such as continuous and/or persistent Security Incident attempts or a suspicious pattern of Security Incident attempts).

iii. **Written Request for Security Incident Report:** Upon CE's request, BA must provide CE a written Security Incident Report that: (a) identifies the categories of Security Incident attempts; (b) indicates whether BA believes its current defensive security measures are adequate to address Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures BA will implement to address security inadequacies.

m. 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 Agreement 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.

n. Audits, Inspection and Enforcement. Within ten (10) calendar days of a request by CE, BA will provide CE with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other similar mutually agreed upon independent standards-based third-party audit report. CE agrees not to re-disclose BA's audit report. If BA does not have such a report, BA will allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether BA has complied with this BAA or maintains adequate security safeguards. BA shall notify CE within five (5) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal data privacy or security-enforcement government entity.

3. Termination.

a. Material Breach. A breach by BA, or BA's agent or subcontractor, of any obligations under 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 CFR §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 BA 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 PHI that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such PHI. 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. §164.504(e)(2)(ii)(J)). If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act including, 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) calendar days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Litigation or Administrative Proceedings.

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Agreement or this BAA, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

6. No Third-Party Beneficiaries.

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7. Interpretation.

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information. The parties agree that any ambiguity in the terms of this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information.

BAA APPENDIX F - PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by the City and County of San Francisco (City) 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 City. If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors. DOES YOUR ORGANIZATION:							YES	N O
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?							
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?							
	If Yes:	Name & Title:		Phone:		Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [City privacy training materials are available for use; contact the Office of Contract Administration]							
D	Have proof of employment within Relias 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 City's health information?							
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that health information is only transferred or created on encrypted devices approved by City's Information Security staff ?							
II. Contractors who serve patients/clients and have access to City PHI, must also complete this section. DOES YOUR ORGANIZATION...								
G	Have (or will have if/when applicable) evidence that City was notified to de-provision employees who have access to City's 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 City.)							
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?							
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?							
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?							
III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.								
ATTESTED by Privacy Officer or designated person		Name: (print)		Signature		Date		
IV. EXCEPTIONS: "No" or "N/A" answers must be reviewed and approved by City below.								
EXCEPTION(S) APPROVED by CITY		Name: (print)		Signature		Date		

BAA APPENDIX F - ATTACHMENT 1 - DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by the City and County of San Francisco (City) 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 City. If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors. DOES YOUR ORGANIZATION:						YES	NO	
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]							
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?							
	Date of last Data Security Risk Assessment/Audit:							
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:							
C	Have a formal Data Security Awareness Program?							
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?							
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?							
	If Yes:	Name & Title:		Phone:		Email:		
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [City data security training materials are available for use; contact the Office of Contract Administration.]							
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 City's health information?							
I	Have (or will have if/when applicable) a diagram of how City data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?							
II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.								
ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date			
III. EXCEPTIONS: "No" or "N/A" answers must be reviewed and approved by City below.								
EXCEPTION(S) APPROVED by CITY	Name: (print)		Signature		Date			

BAA APPENDIX F - ATTACHMENT 2 - Protected Information Destruction Order

Purge Certification - Contract ID # 1000032738

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated September 1, 2024 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

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

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

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

So Certified by ConnectionCA, LLC.(Supplier ID – 0000059871)

Signature

Title:

Date:

Appendix G

Proposed Budget

Refer to Excel Spreadsheet attachment

Appendix H **Real Estate Access to City Property**

I. Property Owned in Fee by the City

Contractor acknowledges that the property located at 444 6th Street, San Francisco, CA (the “**Property**”) is owned in fee by the City.

II. Reserved.

III. Contractor’s Revocable Access to the Property for Provision of Services During Term of Agreement

- a. Contractor and its permitted subcontractors will be entering the Property during the term of the Agreement solely to provide services to the City, as described in **Appendix A** of the Agreement (the “**Services**”). Contractor acknowledges that upon expiration or termination of the Agreement, Contractor’s right of entry to the Property will automatically terminate.
- b. Contractor’s right of entry as described above is personal to Contractor and cannot be extended or transferred to another party by Contractor. Contractor shall only have the right to place personal property, equipment, or other materials at the Property only to the extent needed for the Services.
- c. Nothing in this Appendix constitutes a grant of any right to use or occupy the Property or any ownership, leasehold, easement, or other property interest or estate whatsoever in the Property, or any portion of it. Contractor’s right of entry is effective only to the extent of City’s rights in the Property.
- d. Contractor acknowledges that City retains the right for City and its agents to enter and use the Property at all times, provided such entry and use shall not unreasonably interfere with Contractor’s performance of the Services.

IV. Contractor Contributions

Contractor shall be responsible for cost of the operating expenses for the Property as set forth on the budget attached to the Agreement as Appendix G.

V. Condition of Property

- a. *As Is Condition.* Contractor is entering the Property in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, and subject to all applicable laws, rules and ordinances governing the use of the Property, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Property, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. Contractor, at its own expense, shall obtain such permission or other approvals from any third-parties with existing rights as may be necessary for Contractor to provide the Services at the Property.

Contractor understands and expressly accepts and assumes the risk that any facts concerning the Claims (as defined in the Agreement) released in the Agreement might be found later to be other than or different from the facts now believed to be true and

agrees that the releases in the Agreement shall remain effective. Therefore, with respect to the Claims released in the Agreement, Contractor waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Contractor acknowledges that this Section was negotiated with City, that the consideration for it is fair and adequate, that Contractor understands the consequences of the release, and that Contractor had a fair opportunity to negotiate, accept, reject, modify, or alter it. The provisions of this Section will survive the expiration or termination of the Agreement.

Contractor Initials: _____

- b. *No Liens.* Contractor shall keep the Property free and clear of any liens or claims of lien arising out of or in any way connected with its entry or the Services.
- c. *Hazardous Material.* Contractor shall not cause, nor shall Contractor allow, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Property, or transported to or from the Property. Contractor shall immediately notify City when Contractor learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Property. Contractor shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Contractor or its permitted subcontractor cause a release of Hazardous Material, Contractor shall, without cost to City and in accordance with all laws and regulations, return the Property to the condition immediately prior to the release, unless City elects to perform any necessary abatement at Contractor's cost. In connection therewith, Contractor shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section

25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Property or are naturally occurring substances in the Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Property.

- d. Upon the expiration or termination of the Agreement, Contractor must immediately vacate the Property in the same condition as it was on the commencement of the Agreement term, broom clean, free from hazards, and clear of all debris. At such time, Contractor shall, and shall cause any of its permitted subcontractors to, remove all personal property, equipment or other materials from the Property, and shall repair, at its cost, any damage to the Property caused by such removal. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

VI. Permits and Approvals

If the scope of Services provided by Contractor under the Agreement require any permits, licenses, and/or approvals of any regulatory agencies ("Approvals"), Contractor will obtain all applicable approvals prior to commencing the applicable activity. Promptly after receipt of the Approvals, Contractor will deliver copies of them to City. Contractor acknowledges that no approval by City under this Agreement will be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction required for the applicable Services, and nothing in this Agreement will limit Contractor's obligation to obtain all applicable Approvals.