

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2015 in San Francisco, California, by and between **HealthRIGHT 360** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to amend the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2010 from RFP 23-2009, dated July 31, 2009, Contract Numbers BPHG11000009 between Contractor and City, as amended by the :

First Amendment: dated March 20, 2012 Contract Number DPHG12000153 and,

Second Amendment: dated July 1, 2013 Contract Number DPHG13000133 and this third amendment to amend the contract solicitation to a Sole Source.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

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

2. Modifications to the Agreement. The Agreement is hereby amend as follows:

2a. Section 2 of the Agreement currently reads as follows:

2. Term of the Agreement

Subject to Section 2, the term of this Agreement shall be from July 1, 2010 through December 31, 2015.

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

2. Term of the Agreement

Subject to Section 2, the term of this Agreement shall be from July 1, 2010 through December 31, 2017.

2b. Section 5 of the Agreement currently reads as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Eighteen Million Four Hundred Seventy-One Thousand Four Hundred Seven Dollars (\$18,471,407)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty-Six Million Nine Hundred Thirty Thousand Eight Hundred Forty-Four Dollars (\$26,930,844)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

2c. Insurance. Section 15 is hereby replaced in its entirety to read as follows:

15. Insurance

a. 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:

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) 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.
- 4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

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

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

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C Insurance.

2d. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section. Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32 above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

2e. Protection of Private Information. Section 64 is hereby added to the Agreement, as follows:

64. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

2f. Health Care Accountability Ordinance. Section 44 is hereby replaced in its entirety to read as follows:

44. Health Care Accountability Ordinance.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

i. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.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.

j. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

k. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

l. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a

Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

m. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

n. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

o. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

p. Contractor shall keep itself informed of the current requirements of the HCAO.

q. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

r. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

s. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

t. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

2g. Add Appendix A-1 dated 7/1/2015 to Agreement as amended.

2h. Delete Appendix B-Calculation of Charges and replace in its entirety with Appendix B-Calculation of Charges dated 7/1/2015 to Agreement as amended.

2i. Add DPH Budget Documents/ Appendix B-1 dated 7/1/2015 to Agreement as amended.

2j. Delete Appendix D-Additional Terms and replace in its entirety with Appendix D- Additional Terms dated 7/1/2015 to Agreement as amended.

2k. Delete Appendix E-HIPAA Business Associate Agreement and replace in its entirety with Appendix E-HIPAA Business Associate Agreement dated 5/19/2015 to Agreement as amended.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2015.

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

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

CITY

CONTRACTOR

Recommended by:


HealthRIGHT 360




BARBARA A. GARCIA, / 6-4-15
MRA. / Date
Director of Health

Approved as to Form:

DENNIS J. HERRERA
City Attorney

By 
: KATHY MURPHY / 6/8/15
Date
Deputy City Attorney

Approved:



Name: VITKA ELSEN / 6/2/15
Title: Executive Director / Date
P. O. Box 29917
San Francisco, CA 94129

City vendor number: 08817

JACI FONG / _____
Director of the Office of / Date
Contract Administration, and
Purchaser

Contractor: HealthRIGHT 360
Program: Jail Psychiatric Services
City Fiscal Year: 15-16

Appendix A-1
07/01/15 through 6/30/16
Funding Source: General Fund

1. **Program Name: Jail Psychiatric Services**
Program Address: 650 5th St., #309
City, State, Zip Code: San Francisco, CA 94107
Telephone: (415) 995-1715
Facsimile: (415) 368-8604

2. **Nature of Document (check one)**

New Modification

3. **Goal Statement**

Administrative (HealthRIGHT 360): To provide fiscal intermediary services to Jail Psychiatric Services.

Program (Jail Psychiatric Services): It is the mission of Jail Psychiatric Services to provide quality, compassionate, culturally competent behavioral health services, using professional and community standards of care, to individuals incarcerated in the San Francisco City and County jail system, and to assist these mentally ill individuals and those with co-occurring disorders in establishing linkages with community-based mental health programs to help them avoid re-offending and future incarceration.

4. **Target Population**

Administrative (HealthRIGHT 360): No direct services are provided to clients. Fiscal intermediary services support staff that manages Jail Psychiatric Services.

Program (Jail Psychiatric Services): All adult detainees and sentenced inmates, male and female, of the San Francisco City and County jail system are eligible for services. Inmates of the San Francisco jail system are the responsibility of the San Francisco County Sheriff's Department and are considered residents of San Francisco for the duration of their incarceration; thus San Francisco residency is presumed.

The target population for the Jail Aftercare Services component of the program will be referrals from the above-identified population. All inmates who have been identified as having psychiatric impairment and requiring aftercare services may be referred by their primary therapists or a representative from the criminal justice system (e.g., lawyer, probation officer, the court).

5. Modality(ies)/Intervention

Units of Service/Definition	Units of Service	Number of Clients
To provide one month of Fiscal Intermediary Services to support Jail Psychiatric Services.	12	N/A
Assessment/Evaluation		
Individual Treatment contacts	6,177	5,300
Collateral Services contacts	31,500	-incl-
Case Management units	3,500	-incl-
Discharge Planning units	12,200	-incl-
	2,000	1,100

Approximately 25% of the total units of service will be in the form of crisis intervention. Approximately 45% of the total units of service will be in the form of short term/group therapy. Approximately 30% of the total units of service will be in the form of discharge planning/aftercare. Approximately 15-20% of all clients seen will receive psychotropic medications.

6. Methodology

- A. When clients come into custody, they are handed a booklet that tells them how to access medical care and includes mental health and substance abuse services.
- B. Clients are referred each day by Jail Health Services, the Sheriff's Department, Superior Courts, family, friends, community mental health agencies, and private practitioners. Referrals from outside the jail may be made by calling the Jail Psychiatric Services' Administrative Office (415/995-1704), or through the medical services located in the jail. Self-referrals are accepted and may be made by directly contacting JPS staff in the jail or through Jail Health Services Inmate Care Requests or the Sheriff's Department. Evaluations are done to assess the client's mental, emotional, or behavioral status, and to make recommendations for treatment.

In addition to the referral sources mentioned above, the judges of the Superior Courts daily issue orders (4011.6 PC) requesting that JPS conduct an examination for treatment of defendants appearing before them. A formal report with treatment recommendations is filed with the court prior to the next scheduled court date.

- C. Jail Psychiatric Services staff are in the jails from 8 a.m. until 6 p.m. Monday through Wednesday and 8 a.m. until 10 p.m. Thursday through Sunday. Pager coverage is 24 hours per day seven days a week.

During initial sessions, an assessment is made as to the severity of the problem and the patient's amenability to treatment while in jail. Should the mutual decision be made that continuing sessions would be appropriate; clients are then seen in individual and/or group therapy.

Ongoing Treatment. A treatment plan is formulated for each client in treatment outlining the treatment modality. A client's treatment and housing plan is based on amenability, level of distress, and behavioral dysfunction. All psychiatric treatment provided in the jail is voluntary. Clients who have a serious psychiatric disorder, but do not wish treatment and do not meet 5150 WIC criteria for involuntary treatment, will be monitored for any changes in their mental status.

Medication Evaluation. Clients who require an evaluation for psychiatric medication are referred to one of the psychiatrists. The psychiatrist interviews the client to ascertain the need for medication. All clients who receive medications give informed consent, which is documented in the client's chart. The prescribing of medication is part of the formal treatment plan. All treatment plans that include medication are reviewed and approved by a psychiatrist (MD). All clients who receive medication are concurrently seen in ongoing individual therapy.

Referral for Acute Care. For the most seriously disturbed clients, an evaluation is made according to the legal standards of the Welfare and Institutions Code (Section 5150), and Section 4011.6 of the Penal Code to determine the advisability of hospitalization. In emergency and acute treatment cases in which hospitalization is necessary, clients are transferred to San Francisco General Hospital's Ward 7L (Security Ward) within twenty-four hours of determination of need. Once a client's condition is stabilized and the hospital staff deems it appropriate, clients are returned to the jail to continue with their legal proceedings. At this time, clients return to the care of Jail Psychiatric Services for ongoing treatment while in jail.

Systems, policies, and procedures are in place for notifying the hospital of an admission, transportation from the jail to the hospital, notification to the courts and the Sheriff's Department, and discharge (back to jail) planning.

- D. Jail Aftercare Services (JAS) provides post-release planning, medications, and community placement services, and has established alternative sentencing options for psychiatrically impaired clients. Prior to release, JAS will assist the clients in arranging for appropriate financial aid, housing, and psychiatric treatment in the community. JAS staff work to enhance their clients' successful transition back into the community.

The client's primary therapist, attorney, or probation officer usually makes a referral for this service. Once a referral is made, the client is evaluated for appropriateness for placement in terms of amenability to treatment, mental status, and legal situation. After consultation with the client, the client's attorney, the district attorney, the court, the probation/parole department, and Community Behavioral Health Services, a decision is made about the appropriateness and type of placement. All involved criminal justice agencies and the community agencies must agree before a client can be placed. When necessary, a personal interview between the client and the prospective placement facility is arranged, via a court order, prior to final approval.

Jail Aftercare Services' therapist will interview a client, formulate a written plan, contact attorneys and probation officers, and appear in court as necessary. If the client is eligible for services, the therapist will make appointments, arrange services (e.g., housing, entitlements, medication, mental health and/or substance abuse treatment), contact other agencies, and accompany the client through the transition process as indicated. Clients will be followed in the community until linkage is made with the community agency, until the legal situation is resolved, or as decided by court or treating facility arrangement. JPS works with CBHS to assist them in working with clients involved with the criminal justice system. If the client is a misdemeanor and incompetent to stand trial, JAS will work with the client until the client is restored to competency or until the maximum time allowed for the sentenced is served.

In November of 2002, Jail Aftercare Services, in conjunction with the courts and other criminal justice programs, began Behavioral Health Court. This is a system in which the client, the bench, and Community Behavioral Health work together to coordinate patient care, decriminalize the mentally ill and improve their quality of life.

Discharge Planning. The discharge office reviews the release list to filter out those inmates with special needs such as substance abuse, homelessness, chronic illness, or mental illness. The case manager coordinates with treatment providers in the community and makes appointments as necessary to ensure continued care post-release.

E. Please see Appendix B & B-1

7. Objectives and Measurements

Administrative Objectives:

Administrative Objective (HealthRIGHT 360): By the end of each contract term, HealthRIGHT 360 will provide financial management, pay personnel and operational expenses, and ensure timely and accurate invoices.

Administrative Outcome (HealthRIGHT 360): By the end of each contract term, HealthRIGHT 360 will provide closeout report to the DPH and the Program Director – Jail Psychiatric Services.

Program Objectives:

A. Performance/Outcome Objectives

Psychiatric Housing

90% of clients referred to stabilization team will be seen within 7 days of their mental status evaluation as measured by the JHS medical record (peer chart review).

Patient Satisfaction

90% of Patient Satisfaction Survey respondents will state that JPS saw them within a reasonable amount of time for their mental health concerns.

Client Medication

100% of patients who refuse to take their psychiatric medication will meet, within 48 hours, with a clinician about their decision as measured by the JHS medical record (peer chart review).

Reentry Planning

90% of patients who have community treatment providers will have their community provider contacted by JPS staff while their client is in custody, as measured by the JHS medical record (peer chart review).

B. Other Measurable Objectives

- To screen inmates previously identified as mentally ill within twenty-four hours of incarceration in the intake facility.
- To screen for patient suicidality throughout their incarceration.
- To provide suicide prevention training to Medical and Sheriff's Department staff.
- To provide crisis intervention, brief supportive therapy, ongoing individual and group therapy, and (voluntary) medications to inmates with psychiatric impairment or dual diagnosis.
- To insure the hospitalization of inmates with an acute mental illness pursuant to section 5150 of the Welfare and Institutions Code.
- To assist the Superior Courts with 4011.6 PC evaluations of inmates and with obtaining appropriate treatment.
- To assist appropriate inmates in post-release planning for community psychiatric and social services. To work with the courts, including Behavioral Health Court, to develop alternative sentencing options for inmates with mental health problems, and to assist with the transfer of those inmates who might be more appropriately managed in the community mental health system from the criminal justice system.
- To evaluate, on an ongoing basis, all inmates housed in psychiatric housing, and to provide treatment, activities, and aftercare services to this high-risk population.
- To coordinate ongoing care with inpatient services at San Francisco General Hospital's Ward 7L, including admissions, discharges, and ongoing treatment plans.
- To provide discharge planning and assistance to special needs prisoners both prior to and upon release.
- To train jail staff on mental health issues.
- To train students to work in the field of forensic mental health.

8. Continuous Quality Improvement

Documentation of Services. Jail Psychiatric Services collects and maintains data consistent with our funding source. Additional information is collected for reports to the Court, California Corrections Standards Authority, and our administrative agent. Our computer system, in conjunction with the Jail Health Services' electronic charting system, meets all data collection and reporting requirements of the City and State. Examples of data collected on each client are treatment modality, date of each contact, therapist, legal charges, jail facility, date of birth, ethnicity, primary language, hospitalizations, diagnosis, and GAF. Data is organized every month and submitted for billing. Quarterly and annual reports and audit information are compiled for the City for purposes of planning and evaluation. JPS has instituted policies and procedures and trained staff to comply with the HIPAA regulations as they apply to the program.

Quality Improvement. Internal evaluation and quality assurance are maintained by a clinical supervision structure, chart review, and peer review systems. Regularly scheduled staff meetings also provide a forum for formal and informal case conferences and clinical feedback. The JPS peer review committee operates according to Jail Health Services' Policy and Procedure guidelines and JPS participates actively in JHS' Continuous Quality Improvement program.

Multi-disciplinary case conferences assist in the dissemination of patient information between JPS and San Francisco General Hospital, Ward 7L.

The Medical Director, Don Seaver, MD, is responsible for monitoring the prescribing of medications, treatment plans, informed consent, and charting. He also implements and monitors medication policies and procedures.

Evaluation of Cultural Competency Plan. In order to assure compliance with its cultural competency plan, JPS will maintain a list of trainings and in services sponsored by the program, along with rosters and training evaluations. JPS, along with Jail Health Services, will continue to conduct Patient Satisfaction Surveys each year. The results of these surveys will be reviewed and maintained in a database so that JPS will be able to evaluate the effectiveness of its efforts over time.

Based on the outcome of these measures, JPS will review its cultural competency plan and alter or amend it as needed to improve the services provided. Any barriers to effective client contact will be:

- Brought to the CQI workgroup for further exploration;
- Brought to the staff for extensive discussion at the annual staff retreat, or sooner if the problem is deemed sufficiently grievous;
- Discussed with management at Jail Health Services.

After agreement has been reached about the best way to approach the problem, the cultural competency plan will be revised to include the new plan of action.

Jail Psychiatric Services will comply with Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

Jail Psychiatric Services has designated staff member Mary Lefevre to serve as its Transition-Age Youth (TAY) point person.

**Appendix B
Calculation of Charges**

1. Method of Payment

Actual Cost

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

2. Program Budgets and Final Invoice

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

Appendix B-1 Jail Psychiatric Services

B. Contractor understands that, of the maximum dollar obligation **Twenty-Six Million Nine Hundred Thirty Thousand Eight Hundred Forty-Four Dollars (\$26,930,844)**, listed in Section 5 of this Agreement, **\$901,333** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

July 1, 2010 through June 30, 2011	\$3,191,010
July 1, 2011 through June 30, 2012	\$3,191,010
July 1, 2012 through June 30, 2013	\$3,251,958
July 1, 2013 through June 30, 2014	\$3,359,175
July 1, 2014 through June 30, 2015	\$3,538,859
July 1, 2015 through June 30, 2016	\$3,972,789
July 1, 2016 through June 30, 2017	\$3,683,140
July 1, 2017 through December 31, 2017	<u>\$1,841,570</u>
Sub. Total of July 1, 2010 through December 31, 2015	\$26,029,511
Contingency Available	<u>\$901,333</u>
Total of July 1, 2010 through December 31, 2017	\$26,930,844

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

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



	A	B	C	D	E
1	Appendix B				Page 1
2	Document Date				7/1/2015
3	DEPARTMENT OF PUBLIC HEALTH CONTRACT BUDGET SUMMARY				
4	BY PROGRAM				
5	Contractor's Name			Contract Term	
6	HealthRIGHT 360			7/1/15 - 6/30/16	
7	(Check One) New Renewal Modification <input checked="" type="checkbox"/>				
8	If modification, Effective Date of Mod.: 07/01/15			No. of Mod.: 1	
9	Program	Behavioral Health Services	n/a	n/a	Total
10	Program Narrative Page No.(s)	Exhibit A			
11	Program Term	7/1/15 - 6/30/16			7/1/15 - 6/30/16
12	Expenditures				
13	Salaries & Benefits	3,389,033			3,389,033
14	Operating Expense	158,100			158,100
15	Capital Expenditure				
16	Direct Cost	3,547,133			3,547,133
17	Indirect Cost	425,656			425,656
18	Indirect Percentage (%) of direct cost (Line 16)	12.00%			12.00%
19	Total Expenditures	3,972,789			3,972,789
20	DPH Revenues				
21	COUNTY OTHER	3,494,646			3,494,646
22	Decrease	(59,810)			(59,810)
23	General Fund Contingency (12%)				-
24					
25					
26					-
27					
28	TOTAL DPH REVENUES	3,434,836			3,434,836
29	Other Revenues				
30	SFSD Work Order	98,391			
31	MAPS/SAMHSA grant	357,323			
32	BSCC/JAG - SFSD	82,238			
33					
34	Total Revenues	3,972,789			3,972,789
35	Total Units of Service	See DPH #1A			See DPH #1A
36	Cost Per Unit of Service	See DPH #1A			See DPH #1A
37	Full Time Equivalent (FTE)	36.46			36.46
38	Prepared by: Carrie Gustafson	Telephone No.: 995-1715			
39	DPH-CO Review Signature:	_____			
40	DPH #1				

DBH BUDGET DOCUMENTS

	A	B	C	D	E	F
1					Appendix B	Page 2
2					Document Date	7/1/2015
3	SUMMARY OF CLIENT SERVICES BY PROGRAM					
4						
5						
6						
7	Program Name	Behavioral Health Services		TERM:	7/1/15 - 6/30/16	
8	(Same as Line 9 on DPH #1)					
9						
10		Total	No. of	No. of	Cost Per	
11	Mode and Service Function	Cost	Clients	Units	Unit	
12	15/30 Assessment/Evaluation	640,500	4,800	6,300	101.67	
13	15/40 Individual Treatment	2,225,692	INCL	35,000	63.59	
14	15/10 Collateral Services	302,080	INCL	8,000	37.76	
15	50/10 Case Management	745,568	INCL	17,900	41.65	
16	Discharge Planning	58,949	1,100	2,300	25.63	
17						
18						
19	Total:	3,972,789		69,500		
20						
21	Program Name			TERM:		
22	(Same as Line 9 on DPH #1)					
23						
24		Total	No. of	No. of	Cost Per	
25	Mode and Service Function	Cost	Clients	Units	Unit	
26						
27						
28						
29						
30						
31						
32						
33						
34	Program Name			TERM:		
35	(Same as Line 9 on DPH #1)					
36						
37		Total	No. of	No. of	Cost Per	
38	Mode and Service Function	Cost	Clients	Units	Unit	
39						
40						
41						
42						
43						
44						
45						
46	DPH #1A					

DBH BUDGET DOCUMENTS

	A	B	C	D	E	F	G	H	I
1							Appendix B-1	Page 2	
2							Document Date	7/1/2015	
3									
4	Program Name <u>Behavioral Health Services</u>								
5	(Same as Line 9 on DPH #1)								
6									
7	Operating Expense Detail								
8									
9					PREVIOUS	PROPOSED			
10					TRANSACTION	TRANSACTION		INCREASE	
11	Expenditure Category:				TERM	7/1/15-6/30/16	7/1/15 - 6/30/16	(DECREASE)	
12	Occupancy								
13	Storage Rental				-	-	-		
14	Pagers, Telephone, Offsite Computer Access				6,000	6,000	-		
15									
16	Materials and Supplies								
17	Office Supplies/Postage				4,000	4,000	-		
18	Printing and Reproduction				350	350	-		
19	Program/Educational Supplies				4,000	4,000	-		
20	Postage				300	300	-		
21	Dues and Subscriptions				760	760	-		
22	Equipment & Furniture				3,000	6,600	3,600		
23									
24	General Operating								
25	Insurance-Professional Liability, Commercial				37,000	37,000	-		
26	Staff Training				5,000	8,000	3,000		
27	Courier				325	325	-		
28	Recruitment				625	625	-		
29									
30	Staff Travel-(Local & Out of Town)								
31	Local Travel/mileage				4,300	4,300	-		
32	Parking				600	600	-		
33	Long Distance Travel				-	20,062	20,062		
34									
35	Consultant/Subcontractor Descriptive Title								
36	Consultant/Legal				5,287	5,287	-		
37	Curriculum Development				-	7,500	7,500		
38	Database Development				-	28,750	28,750		
39	Counselor				8,640	8,640	-		
40									
41	Other								
42	Client-related Expenses				15,001	15,001	-		
43	Client-related Program/Educational Supplies				-	-	-		
44									
45	TOTAL OPERATING EXPENSE				95,188	158,100	62,912		
46									
47	DPH #3								

DBH BUDGET DOCUMENTS

	A	B	C	D	E	F	G	H	I
1							Appendix B-1	Page 3	
2							Document Date	7/1/2015	
3									
4	Program Name		Behavioral Health Services						
5	(Same as line 9 on DPH #1)								
6									
7	Indirect Cost Detail								
8									
9	1. Salaries and Benefits		PREVIOUS			PROPOSED			
10			TRANSACTION			TRANSACTION			
11			TERM	7/1/13-6/30/14	TERM	7/1/15 - 6/30/16	INCREASE		
12	Position Title		FTE	SALARIES	FTE	SALARIES	(DECREASE)		
13	President			-		-	-		
14	Chief Executive Officer		0.2742	64,106	0.3083	72,443	8,337		
15	Chief Financial Officer		0.2742	27,279	0.3083	30,827	3,548		
16	Administrative Support		0.0823	21,714	0.9248	24,538	2,824		
17	Accounting Department		1.6452	65,645	1.8496	74,184	8,539		
18	Human Resources Department		0.8226	26,746	0.9248	30,226	3,480		
19							-		
20									
21									
22									
23	EMPLOYEE FRINGE BENEFITS		23%	53,429	25%	58,055	4,625		
24	TOTAL SALARIES & BENEFITS		4.1892	258,919	4.3158	290,273	31,353		
25									
26	2. Operating Cost								
27									
28	Expenditure Category								
29	Rental of Property			16,490		18,635	2,145		
30	Utilities (Elec, Water, Gas, Phone, Scavenger)			13,748		15,537	1,789		
31	Building Maintenance Supplies and Repair			10,096		11,414	1,318		
32	Office Supplies and Postage			18,634		21,058	2,424		
33	Insurance, Audit, and Legal			24,856		28,093	3,237		
34	Staff Training			259		293	34		
35	Rental of Equipment			109		154	45		
36	Staff Travel			20,275		122	(20,153)		
37	Consultants and Subcontractors			35,464		40,077	4,613		
38				-		-			
39									
40									
41	TOTAL OPERATING COST			139,931		135,383	(4,548)		
42									
43	TOTAL INDIRECT COST			398,850		425,656	26,806		
44	(Salaries & Benefits + Operating Cost)								
45	DPH #5								

**Appendix D
Additional Terms**

1. PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will:

- Create PHI
- Receive PHI
- Maintain PHI
- Transmit PHI and/or
- Access PHI

The Business Associate Agreement (BAA) in Appendix E is required. Please note that BAA requires attachments to be completed.

CONTRACTOR will not have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is not required.

2. THIRD PARTY BENEFICIARIES

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.





Appendix E
San Francisco Department of Public Health
Business Associate Agreement

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

In order to access SFDPH Systems, BA must have their employees/agents sign and retain in their files the *User Agreement for Confidentiality, Data Security and Electronic Signature* form located at <https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf>

During the term of this contract, the BA will be required to complete the *SFDPH Privacy, Data Security and Compliance Attestations* located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf> and the *Data Trading Partner Request [to Access SFDPH Systems]* located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>

RECITALS

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

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

1. Definitions.

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section



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- 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
 - c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
 - e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
 - f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
 - g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this Agreement, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
 - h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
 - i. **Health Care Operations** means any of the following activities: i) conducting quality assessment and improvement activities; ii) reviewing the competence or qualifications of health care professionals; iii) underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits; iv) conducting or arranging for medical review, legal services, and auditing functions; v) business planning development; vi) business management and general administrative activities of the entity. This shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
 - j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103



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San Francisco Department of Public Health
Business Associate Agreement

and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

- l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- m. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

- a. **Permitted Uses.** 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 Contract [MOU] and Agreement, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. k. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains



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- satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
 - d. **Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).
 - e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
 - f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and



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- (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.
- h. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- 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 CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- l. **Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been,



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or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

- 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 Contract or this Agreement, 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 Agreement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.**

3. Termination.

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the CONTRACT and this Agreement and shall provide grounds for immediate termination of the CONTRACT and this Agreement, any provision in the CONTRACT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the CONTRACT and this Agreement, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the CONTRACT and this Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

- d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, 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 CONTRACT or this Agreement 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 Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the CONTRACT or this Agreement when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

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

Attachments (links)

- ***Privacy, Data Security, and Compliance Attestations*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf>
- ***Data Trading Partner Request to Access SFDPH Systems and Notice of Authorizer*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>
- ***User Agreement for Confidentiality, Data Security and Electronic Signature Form*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf>



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Office email: compliance.privacy@sfdph.org
Office telephone: 415-554-2787
Confidential Privacy Hotline (Toll-Free): 1-855-729-6040
Confidential Compliance Hotline: 415-642-5790

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
City & County of San Francisco
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverage's, consult the policy contract wording.

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Damage to Premises Rented to You – Fire, Lightning, Explosion, Smoke and Leaks from Fire Protective Sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised, videotaped, or internet-based publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events and Fund Raising Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion
- V) Employee Criminal Defense Coverage - \$25,000 limit

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this Coverage Part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."

B) SUPPLEMENTARY PAYMENTS

Coverage A. and B. provisions:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) DAMAGE TO PREMISES RENTED TO YOU

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" and the words "fire insurance" are changed to "fire, lightning, explosion, smoke, or leakage from fire protective sprinklers" where it appears in:

- 1) The last paragraph of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, subsection 2. Exclusions;
- 2) Section III – Limits Of Insurance, paragraph 6.;
- 3) Section V – Definitions, paragraph 9.a.
- 4) Section IV – Commercial General Liability Conditions, subsection 4. Other Insurance, paragraph b. Excess Insurance

The Damage to Premises Rented to You Limit section of the Declarations is amended to \$1,000,000.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective sprinklers or any combination thereof.

D) WHO IS AN INSURED

Paragraph 2. of Section II – Who Is An Insured is deleted and replaced by the following:

2. Each of the following is also an insured: but only while working within the scope of their duties for the insured:
 - a.
 - (i) "Employees";
 - (ii) "Volunteer Workers";
 - (iii) Independent Contractors

However, no "employees", "volunteer workers" or independent contractors are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Medical directors and administrators, including professional persons, are also insureds;
 - c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds;
 - d. If you are a limited liability company your members are insureds, but only with respect to their duties related to the conduct of your business;
 - e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;

- f. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:

- (1) Their financial control of you; or

- (2) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- g. Any state or political subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (2) The construction, erection, or removal of elevators; or

- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- h. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;

- i. Your members but only with respect to their liability for your activities or activities they perform on your behalf;

- j. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;

- k. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

Insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including but not limited to:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Paragraph 3a. of Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:

- (1) Effective on the acquisition or formation date; and

- (2) Afforded only until the end of the policy period.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

1) As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of an "occurrence" by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, employee or any other person.

2) Your failure to give first report of an "occurrence" to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED, VIDEOTAPED, OR INTERNET-BASED PUBLICATION

1) The definition of "Personal and Advertising Injury" item 14. is changed to read:

"Personal and Advertising Injury" means injury arising out of one or more of the following offenses:

- d) Oral, written, televised, videotaped, or internet-based publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
- e) Oral, written, televised, videotaped, or internet-based publication of material that violates a person's right of privacy;
- f) Misappropriation of advertising ideas or style of doing business; or
- g) Infringement of copyright, title, or slogan.

2) Exclusions b. and c. of Coverage B., Personal and Advertising Injury Liability, are changed to read:

- a) (2) Arising out of oral, written, televised, videotaped, or internet-based publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b) (3) Arising out of oral, written, televised, videotaped, or internet-based publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of "bodily injury" is changed to read:

"Bodily Injury":

- a) Bodily injury, sickness, or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b) Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverage(s) as of the date the revision is effective in your state.

J) EXTENDED "PROPERTY DAMAGE"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions a. is deleted and replaced by the following:

- 1) Expected or Intended Injury;
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION I –COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions, Exclusion j. is amended as follows:

Paragraph (2) is replaced by the following:

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

L) ADDITIONAL INSURED – FUNDING SOURCE

Under SECTION II – WHO IS AN INSURED the following is added:

- 2) Any person or organization with respect to their liability arising out of:
 - a) Their financial control of you; or
 - b) Premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under SECTION II – WHO IS AN INSURED the following is added:

- 1.f. Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b) Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and
 - b) executed prior to the "bodily injury," "property damage," "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
 - a) This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
 - b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE, is amended as follows:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
- c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V - DEFINITIONS is amended by adding the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

1) This insurance applies to your legal liability for "bodily injury," "property damage," and "personal and advertising injury" arising out of all your managed, operated or sponsored special events WITH THE FOLLOWING EXCEPTIONS:

- a) Events involving aircraft
- b) Events involving automobile or motorcycle races or rallies
- c) Events involving fireworks
- d) Events involving firearms
- e) Events involving live animals, excluding domestic pets
- f) Carnivals and fairs with mechanical rides
- g) Any event lasting more than three (3) days (including otherwise acceptable events)
- h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Coverage may be provided by endorsement issued by us and made part of this Coverage Part, and subject to an additional premium charge.

Q) NON-OWNED WATERCRAFT

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2. Exclusions, paragraph g.(2) is amended to read as follows:

(2) A watercraft you do not own that is:

- a) Less than 65 feet long, and
- b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised in writing, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets our underwriting criteria regarding such waivers, we will waive our right. However, we reserve the right to charge additional premium or to limit the terms and conditions of such waiver.

S) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

- 1) The following is added to SECTION 1 – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – paragraph 1. Insuring Agreement:
"Bodily Injury" damages arising out of the violation of "Rights of Residents," shall be deemed an "occurrence."
- 2) As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to SECTION I – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – 2. Exclusions:
This insurance does not apply to:
 - a) Liability arising out of the willful or intentional violation of "Rights of Residents."
 - b) Fines or penalties assessed by a court or regulatory authority.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of residents.
- 3) As respects the violation of "Rights of Residents" Coverage, the following definition is added to SECTION V - DEFINITIONS:
 24. "Rights of Residents" means:
 - a. Any right granted to a resident under any state law regulating your business as a health care facility.
 - b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

U. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SPECIAL EVENTS OR FUNDRAISING EVENTS

SECTION 1. COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions c. is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any special events or fundraising events related to the insured's business.

V. EMPLOYEE CRIMINAL DEFENSE COVERAGE

Under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The alleged criminal act must arise out of the "employee's" work performed on your behalf.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the number of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: NTPKG0068204

Named Insured: HealthRIGHT360

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 7/01/2015

