

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of January 1, 2026, in San Francisco, California, by and between **Community Forward SF** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, Department is authorized under Administrative Code Section 21A.4 to procure from Service Providers (as that term is defined in Section 21A.4(a)(6)) directly, without the approval of the Purchaser and without adhering to the requirements of Section 21.1 or Chapter 14B of the Administrative Code, or any other applicable competitive procurement requirement; and

WHEREAS, this Amendment is consistent with an approval obtained on September 6, 2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 48652-16/17 which authorizes the award of multiple agreements, the total value of which cannot exceed \$367,880,000 and the individual duration of which cannot exceed 12 years; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under Resolution Number approved on in the amount of \$ for the period commencing July 1, 2024 and ending June 30, 2029; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term “Agreement” shall mean the Agreement dated July 1, 2024 between Contractor and City as amended by this First Amendment dated January 1, 2026.

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

Article 2 Modifications to Scope of the Agreement

The Agreement is hereby modified as follows:

2.1 Term of the Agreement. Section 2.1 Term of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2024 and expire on December 31, 2025, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on July 1, 2024 and expire on June 30, 2029, unless earlier terminated as otherwise provided herein.

2.2 Calculation of Charges. Section 3.3.1 Calculation of Charges currently reads as follows:

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed **Nine Million Nine Hundred Ninety-Nine Thousand Five Hundred Four Dollars (\$9,999,504)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

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

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed **Thirty-Two Million Two Hundred Sixty-Two Thousand Eight Hundred Thirty Dollars (\$32,262,830)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.3 Appendices A and A-1. Appendices A and A-1 are hereby replaced in their entirety by Appendices A and A-1 dated January 1, 2026, attached to this Amendment One and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices A and A-1 in any place, the true meaning shall be Appendices A and A-1 dated January 1, 2026 which is a correct and updated version.

2.4 Appendix B and B-1 to B-3. Appendix B and B-1 to B-3 are hereby replaced in their entirety by Appendix B and B-1 to B-3 dated January 1, 2026, attached to this Amendment One and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B and B-1 to B-3 in any place, the true meaning shall be Appendix B and B-1 to B-3, dated January 1, 2026 which is a correct and updated version.

2.5 Appendix D, Third Party Computer System Access Agreement. Appendix D dated November 20, 2023 is hereby deleted from the Agreement.

2.6 Appendix E, Business Associate Agreement. Appendix E is hereby replaced in its entirety by Appendix E dated January 1, 2026, attached to this Amendment One and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix E in any place, the true meaning shall be Appendix E dated January 1, 2026 which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

2.6 Submitting False Claims. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.7 in its entirety.*

3.7 Contract Amendments; Budgeting Revisions.

3.7.1 Formal Contract Amendment: Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.7.2 City Revisions to Program Budgets. The City shall have authority, without the execution of a Formal Amendment, to (1) purchase additional Services within the Statement of Work or (2) reallocate funding among the Services within the Statement of Work. Any change made under this Subsection 3.7.2 must not involve an increase in the Maximum Cost or Amount Not to Exceed or a change to the Term of this Agreement, and must be approved in writing by both Parties, by a person with legal authority to bind their respective Party to its terms. Contractor shall not proceed with any work contemplated in any revision to program budget until Contractor receives written notification from City to commence such work. All revisions to program budget will become part of this Agreement, after written execution by the Parties, which will then form the new baseline upon which future changes will be measured.

2.7 Business Associate Agreement. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 13.3 in its entirety.*

13.3 Business Associate Agreement. The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement (“BAA”) that shall be attached to this Agreement as Appendix E, and incorporated as though fully set forth herein. Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Appendix E will be reserved if a BAA is not required. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

Article 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY

Recommended by:

Daniel Tsai
Director of Health
Department of Public Health

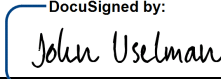
Approved as to Form:

David Chiu
City Attorney

By: _____
Arnulfo Medina
Deputy City Attorney

CONTRACTOR

COMMUNITY FORWARD SF

DocuSigned by:
 11/4/2025 | 11:25 AM PST

John Uselman
Co-Chief Executive Director

Supplier Number: 0000022483

Appendix A

Scope of Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Anthony Buckman**, Contract Administrator for the City, or his / her designee.

B. Reports:

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

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

C. Evaluation:

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

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

The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

E. Adequate Resources:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. Admission Policy:

Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs listed in Section 2 of Appendix A, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.

G. San Francisco Residents Only:

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

(8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

J. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including,

but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

K. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

L. Client Fees and Third Party Revenue:

(1) Fees required by federal, state or City laws or regulations to be billed to the client, client's family, or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Assurance:

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

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

P. Compliance With Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Detailed description of services are listed below and are attached hereto

Appendix A-1 Medical Respite and Alcohol Sobering Center and Managed Alcohol Program

3. Services Provided by Attorneys. Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

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

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

Community Forward SF
Medical Respite and Sobering Center

Appendix A-1
Contract Term 7/1/25-6/30/26

1. Identifiers:

Program Name: Medical Respite and Alcohol Sobering Center and Managed Alcohol Program

Program Address: 1171, 1179 and 1185 Mission St.
San Francisco, CA 94103

Telephone/FAX: 415-734-4200/415-241-1176

Website Address: www.communityforwardsf.org

Contractor Address: 1171 Mission Street,
San Francisco, CA 94103

Executive Director/Program Director: Sammie Rayner and John Uselman

Telephone: 415-(415) 241-1194

Email Address: Sammie.Rayner@communityforwardsf.org,

John.Uselman@communityforwardsf.org

2. Nature of Document:

First Amendment

3. Goal Statement:

The Medical Respite and Sobering Center (MRSCMAP) program will serve all ethnicities and populations in San Francisco. The Medical Respite and Sobering Center (MRSCMAP) is a collaboration between the SFDPH's Whole Person Integrated Care and Community Forward SF (CFSF). These programs work to provide temporary wrap around medical, social, and social supportive services to to provide a safe and stable place for people experiencing homelessness with serious health issues and substance use issues to stabilize.

4. Target Population:

These programs are designed to address the needs of residents of San Francisco with a focus on homeless individuals who have substance use disorders and are hospitalized in medical-surgical units or at risk of hospitalization. Medical Respite serves clients with chronic medical needs that cannot safely be addressed in shelters and that are typically rejected because of their needs. Incorporated within Medical Respite are ten beds utilized for Managed Alcohol Program (MAP) patients. MAP provides stabilization for individuals with severe alcohol use disorder who are not interested in stopping their use of alcohol. Further descriptions of Medical Respite services will include Managed Alcohol patients as well. While clients with psychiatric comorbidities will be accepted, the Medical Respite will not accept clients whose primary reason for hospitalization is psychiatric. Anyone requiring acute hospitalization or skilled nursing will not be accepted

into the program. Medical Respite serves medically frail clients who need assistance with chronic health management, medication adherence, and social services.

The Sobering Center provides a safe and stable place for people intoxicated on alcohol or opioids to safely sober and receive care coordination outside of the emergency departments, jails and off the streets. The Sobering Center is part of a state program that allows it to act as an alternate destination to the emergency department for emergency services (EMS), allowing EMS to bring clients directly to the Sobering Center, thus completely avoiding unnecessary emergency department admissions for acute alcohol intoxication.

5. Modality(s)/Intervention(s)

See Appendix B CRDC

6. Methodology:

Medical Respite has 75 respite beds to provide temporary shelter with supportive services for medically frail homeless persons leaving the hospital or the emergency department as well as individuals with severe alcohol use disorder. The Sobering Center provides safe temporary shelter and medical oversight for individuals acutely intoxicated on alcohol or opioids who are typically homeless. Hospitals, DPH Shelter Health, SFHOT, and other city and community providers refer clients to both facilities. SFDPH will provide clinical services for MRSCMAP, including medical personnel, social workers, and case managers.

- While Medical Respite capacity is 75 respite beds are our capacity, the average utilization may vary due to COVID-related cases or safety concerns following Health Orders and best practices.
 - Sobering has 14 beds.
- A. CFSF is not required to provide outreach, recruitment, promotion, and advertisement for MRSC. These services are provided to MRSC's clients through its partnership with DPH.
- B. Service Delivery Model: CFSF will provide quality supportive services for the Medical Respite and Sobering Center clients, including, but not limited to:
 1. Staffing for front desks at Medical Respite 24 hours per day, 7 days per week. Staffing for the Alcohol Sobering Center desk from 4pm to 8am 7 days per week. Monitors entrance/exit from the buildings, answers phones, provides facility navigation for clients.
 2. Provide materials and assistance for immediate client health and hygiene related needs, seeking nursing support as needed. Examples include laundry services, providing hygiene

products, etc. CFSF will coordinate with DPH on the purchasing of alcohol for Managed Alcohol patients.

3. Preparation and serving of nutritious meals including ordering food and supplies, facility food storage, cooking meals, serving meals, bussing tables, and cleaning & sanitizing dishware.
4. Assisting health care providers with client navigation and clinic flow at Medical Respite and Alcohol Sobering Center in a trauma informed manner.
5. Monitoring client belongings at bedside, ensuring clients bedside has appropriate amount of belongings and monitoring for and disposing of perishable or soiled items.
6. Assist with client admission process: orientation to the facility, overview of facility guidelines, support as needed to become acclimated to the facility including connections to appropriate clinical personnel.
7. Assist with client discharge process: support to pack of client belongings, support around behavioral health issues, and transportation to discharge location approved by the DPH treatment team.
8. Contractor staff will provide social activities twice weekly for Medical Respite clients (Bingo, game night, karaoke, etc)

B1: CFSF facilities department will provide maintenance and cleaning of the facility:

1. Maintain basic facility needs (maintain smoke detectors, lightbulbs, fire extinguishers etc), responding to repair requests and provide regular status updates.

Ensure that bathrooms are checked at least every 30 minutes including call and response to verify consciousness.

2. Provide Janitorial services 7am – 11pm 7 days/week at Respite and Sobering. Provide janitorial support overnight to Medical Respite and Alcohol Sobering as needed.
3. Laundering of client linens and belongings weekly, strip and clean bed area after client discharge

B2: Food Services: Preparation and serving of nutritious meals including ordering food and supplies, facility food storage, cooking meals, providing and serving meals, bussing and cleaning tables, and cleaning & sanitizing dishware in Medical Respite and Sobering

Community Forward SF
Medical Respite and Sobering Center

Appendix A-1
Contract Term 7/1/25-6/30/26

1. Staff with certifications in food safety to store food and prepare and serve meals in accordance with public health/food preparation guidelines
2. There should be a minimum of 75 meals at each meal time for MRSC clients. If there are less than 75 respite guests the surplus meals will be offered to clients in the Sobering Center
3. Ability to accommodate specialized diets, including diabetic, renal, low sodium, soft, blended, and pureed diets, vegetarian/vegan, allergies, and in accordance with other federal protections such as religious needs.
4. Serve meals to clients in the dining room with ability to accommodate food for clients who have appointments overlapping with mealtimes and provide oral rehydration beverages and snacks (and meals when available) for Sobering clients.

B3 Transportation:

1. Coordinates and provides transportations services to and from medical appointments and essential social services as determined by DPH from 8am-7pm Monday-Friday through drivers, vans and rideshare services.
2. Ensure that drivers have training around safety and the needs of Medical Respite clients (individuals with cognitive needs may need help with navigation, access to translation services to community with non English speakers).

B3: Safety services contracted through a third-party vendor (St. Anthony's or other approved vendor)

Safety and De-Escalation: Contractor shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider 24 hours per day, 365 days per year at Medical Respite and Alcohol Sobering. At least one employee or independent contractor will be on site to provide security services. Safety and de-escalation shall include, but is not limited to:

- a. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
- b. Guests must turn in all weapons to safety and de-escalation personnel at intake. Firearms will be turned over immediately to the San Francisco Police Department. Other weapons will be logged and stored by safety and de-escalation personnel in a safe and secure lockbox, logged and returned to guests upon the end of their stay in the program;

- c. Utilization of a system by which possessions may be checked, logged and safely and securely stored, as directed;
- d. Regular patrol of the site and surrounding program area, to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - 1. Safety services shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, safety services shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion.
- e. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
- f. Assistance with conflict de-escalation and crisis management.
 - 1. Safety services shall monitor the interior of the facility at Medical Respite and Alcohol Sobering locations for disruptive behavior on the part of any client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any client or employee.
 - 2. Safety services shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, Safety services shall intervene with intention to retain all clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available Contractor and DPH staff members on site the Safety services employee shall escort the client or clients who present harmful behavior out of the building.
 - 3. Physical contact with clients shall be avoided unless safety services employee deems it necessary to prevent immediate violence. In such case, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. Safety services will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to on site leadership (whether contractor or DPH).
 - 4. Limitations. Safety services will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person, including such person who might be a perpetrator or a suspect of committing any crime whatsoever. Safety Services are not a replacement of law enforcement. Any suspicious or criminal activities should be reported to the law enforcement or other first responders.

C. See Appendix B Salaries and Benefits page

7. Objectives and Measurements:

A. Standardized Objectives: All objectives and descriptions of how objectives will be measured are contained in the BHS document entitled Whole Person Integrated Care Performance Objectives for the applicable fiscal year.

8. Continuous Quality Improvement:

The CFSF Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY 24-25 Declaration of Compliance. The CFSF Medical Respite Director of Support Services and CFSF's CEO monitor the program's quality, with feedback from DPH's medical staff.

1. Achievement of contract performance objectives and productivity:

CFSF Medical Respite Director of Support Services will ensure that CFSF supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations of recruitment, training, supervision, scheduling, and routine performance appraisals. CFSF staff will be provided with development activities, training, and supervision to improve skills with a customer service orientation tailored to serving this multiply diagnosed behavioral and medically ill target population. There will be direct communication between CFSF leadership and MRSC program leadership (nurse managers, medical director, operations lead) to collaborate and fulfill contract obligations.

Formal training will be followed by role-playing and other activities to practice and integrate practical skills such as de-escalation. During FY 24-25, CFSF staff will receive at least 6 hours of relevant training to improve their ability to employ strategies that improve client care and interactions. Training includes Harm Reduction, CPR-First Aid, Management of Assaultive Behavior, De-escalation, Customer Service with a focus welcoming on first contact, Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Anti-Abuse of Elders, and Cultural Competency. Additional role-specific training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided.

Program Review Measurement:

- Food Service Staff training certificates will be posted in the kitchen.
- Training will be verified through sign-in sheets that include the date of training and/or certificates of completion.
- Minutes at staff meetings will also verify training provided during staff meetings.
- Quarterly safety meetings and annual TB screenings for all staff are held.

- The CFSF's MRSC program will continue to identify and prioritize relevant program policies and then finalize policies as needed throughout each Fiscal Year. CFSF and the DPH Program Director/Nurse Manager will sign all policies. Staff will be trained in the implementation of established protocols. The program follows all applicable policies of the Health Commission, local, state, federal, and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction. These policies are reviewed regularly.

2. Services documentation:

- a. The Transportation schedule is posted in the lobby area of 1171 Mission and is updated daily. The quality of the Transportation service is measured by the following indicators recorded in transportation daily logs which are:
 - i. Number of total client transports.
 - ii. The number of missed transports, including reasons for them.
 - iii. Pick-up times will be no more than 60 minutes after the initial call, whenever possible, depending on weather and city traffic.
- b. The following indicators will measure the Quality of the Food service:
 - i. Ability to provide meals based on client medical/health needs.
 - ii. Attendance to nutritional guidelines.
 - iii. Client Satisfaction Survey with measurements of satisfaction with meals.
 - iv. Feedback on food from Community Meetings.
 - v. The Food Service will pass the annual DPH Food Safety Inspection.
- c. CFSF will maintain a clean, well-ordered facility. Monthly logs with spot checks will be maintained listing client areas. Staff will perform rounds to check duties completed and cleanliness of areas, and the Deputy Director will sign off on the entire list. Cleaning Schedules will be posted in client areas and will include a number to call if bathrooms or showers need attending to. A schedule will be developed for deep cleaning (floor stripping and waxing).

3. Cultural competency of staff and services:

- a. The program establishes annual cultural competency goals specific to the supportive role of the Medical Respite program. Staff attend other cultural competency training offered by the City as appropriate.
- b. Satisfaction surveys specifically address experiences of cultural competency with staff and are administered quarterly.

4. Satisfaction with services:

Community Forward SF
Medical Respite and Sobering Center

Appendix A-1
Contract Term 7/1/25-6/30/26

- a. The Medical Respite support staff have a complaint procedure for clients. All clients are given Guest Input forms, which can be submitted anonymously or non-anonymously for follow-up. Guest Input forms and other complaints are referred to the CFSF Director of Support Services for review. Responses are collaborative with DPH on-site management. All complaints are investigated, and the resolution is documented. Staff also complete Incident Reports when needed; incident reports are reviewed collaboratively.
- b. The CFSF Director of Support Services or Deputy Director will attend monthly Community Meetings as another means of receiving client feedback. The SVP of Programs will review monthly minutes of Community Meetings to ensure problems are addressed.
- c. Client satisfaction surveys are distributed quarterly and are collected and reviewed by the DPH Director of Operations to ensure transparency

5. Timely completion and use of outcome data:

- a. Monthly Medical Respite meetings focus on timely problem-solving and follow-through and provide a vehicle for strengthening the collaborative relationship between CFSF and DPH. The director and Deputy Director of Support Services will attend the meetings, and the SVP of Programs will attend as needed. DPH staff to attend are the DPH Medical Respite Director/Nurse Manager, DPH Medical Respite Operations Director, and other relevant staff as deemed appropriate. Minutes with follow-ups noted will be taken.

9. Capital Improvement N/A

10. Required Language: N/A

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only

those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

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

D. Upon the effective date of this Agreement, and contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Mental Health Service Act (Prop 63) portions of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

A. Programs are listed below:

Appendix B-1	Medical Respite & Sobering Center (MRSC)
Appendix B-2	Managed Alcohol Program (MAP)
Appendix B-3	SoMa Recover, Initiate, Support, Engage (RISE)

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, \$2,499,993 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

Contract Term	Estimated Funding Allocation
July 1, 2024 to June 30, 2025	\$ 6,048,162
July 1, 2025 to June 30, 2026	\$ 5,762,796
July 1, 2026 to June 30, 2027	\$ 5,901,106
July 1, 2027 to June 30, 2028	\$ 5,983,575
July 1, 2028 to June 30, 2029	\$ 6,067,198
SubTotal July 1, 2024 to June 30, 2029	\$ 29,762,837
Contingency	\$2,499,993
TOTAL July 1, 2024 to June 30, 2029	\$ 32,262,830

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY

may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

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

Version Update FY25-26

DHCS Legal Entity Number 011078		Document Date 1/1/2026		Appendix B, Page 1			
Legal Entity Name/Contractor Name Community Forward SF				Fiscal Year 2025-2026			
Contract ID Number 1000032803				Funding Notification Date 09/08/25			
Appendix Number	B-1	B-2	B-3	B-#	B-#	B-#	
Provider Number	389124	N/A	N/A				
Program Name	Medical & Sobering Center (MRSC)	Managed Alcohol Program (MAP)	SoMa, Recover, Initiate, Support, Engage (RISE)				
Program Code RU OR EPIC Bill Area	N/A	N/A	N/A				
Funding Term	7/1/25-6/30/26	7/1/25 - 6/30/26	7/1/25 - 6/30/26				
FUNDING USES							TOTAL
Salaries	\$ 1,868,432	\$ 15,400	\$ 154,905				\$ 2,038,737
Employee Benefits	\$ 504,477	\$ 4,158	\$ 41,824				\$ 550,459
Subtotal Salaries & Employee Benefits	\$ 2,372,909	\$ 19,558	\$ 196,729	\$ -	\$ -	\$ -	\$ 2,589,196
Operating Expenses	\$ 2,300,767	\$ 84,231	\$ 38,302				\$ 2,423,300
Capital Expenses	\$ -						\$ -
Subtotal Direct Expenses	\$ 4,673,676	\$ 103,789	\$ 235,031	\$ -	\$ -	\$ -	\$ 5,012,496
Indirect Expenses	\$ 699,477	\$ 15,568	\$ 35,255				\$ 750,300
Indirect %	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 5,373,153	\$ 119,357	\$ 270,286	\$ -	\$ -	\$ -	\$ 5,762,796
					Employee Benefits Rate		27.0%
BHS MENTAL HEALTH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
WPIC General Fund	\$ 5,362,653						\$ 5,362,653
Opioid Settlement Fund	\$ 10,500						\$ 10,500
County Prop C Homeless Services		\$ 119,357					\$ 119,357
Prop C - MH Residential - Transit			\$ 270,286				\$ 270,286
TOTAL OTHER DPH FUNDING SOURCES	\$ 5,373,153	\$ 119,357	\$ 270,286	\$ -	\$ -	\$ -	\$ 5,762,796
TOTAL DPH FUNDING SOURCES	\$ 5,373,153	\$ 119,357	\$ 270,286	\$ -	\$ -	\$ -	\$ 5,762,796
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 5,373,153	\$ 119,357	\$ 270,286	\$ -	\$ -	\$ -	\$ 5,762,796
Prepared By	Nora Espinoza			Phone Number	650-731-2481		

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

DHCS Legal Entity Number 01078						Appendix Number	B-1
Provider Name Community Forward SF						Page Number	2
Provider Number 389124						Fiscal Year	2025-2026
Contract ID Number 1000032803						Funding Notification Date	09/08/25
Program Name		Medical Respite & Sobering Center (MRSC)					
Program Code (RU)	OR EPIC Bill Area	N/A	N/A				
Mode (MH) or Modality (SUD)		SecPrev-19	SecPrev-19				
Service Description		SA-Sec Prev Outreach	SA-Sec Prev Outreach				
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/25 - 6/30/26	7/1/25 - 6/30/26				
FUNDING USES						TOTAL	
Salaries & Employee Benefits	\$	2,372,909	\$	-	\$	2,372,909	
Operating Expenses	\$	2,290,267	\$	10,500	\$	2,300,767	
Capital Expenses							
Subtotal Direct Expenses	\$	4,663,176	\$	10,500	\$	4,673,676	
Indirect Expenses	\$	699,477			\$	699,477	
Indirect %		15.0%		0.0%		0.0%	
TOTAL FUNDING USES	\$	5,362,653	\$	10,500	\$	5,373,153	
BHS MENTAL HEALTH FUNDING SOURCES							
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$	-	\$	-	\$	-	
BHS SUD FUNDING SOURCES							
						\$ -	
						\$ -	
						\$ -	
						\$ -	
TOTAL BHS SUD FUNDING SOURCES	\$	-	\$	-	\$	-	
OTHER DPH FUNDING SOURCES							
WPIC General Fund	\$	5,362,653				\$ 5,362,653	
Opioid Settlement Fund			\$	10,500		\$ 10,500	
TOTAL OTHER DPH FUNDING SOURCES	\$	5,362,653	\$	10,500	\$	5,373,153	
TOTAL DPH FUNDING SOURCES	\$	5,362,653	\$	10,500	\$	5,373,153	
NON-DPH FUNDING SOURCES							
						\$ -	
TOTAL NON-DPH FUNDING SOURCES	\$	-	\$	-	\$	-	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		5,362,653		10,500		5,373,153	
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)				
Unduplicated Clients (UDC)	N/A	N/A					
DPH Units of Service		56,083	0				
Unit Type	Hours		Hours	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$	95.62	\$	-	\$	-	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	95.62	\$	-	\$	-	
						Total UDC	

Funding Notification Date	09/08/25
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Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number	1000032803	Appendix Number	B-1
Program Name	Medical Respite & Sobering Center	Page Number	4
Program Code	N/A	Fiscal Year	2025-2026
	Funding Notification Date		09/08/25

Expense Categories & Line Items	TOTAL	10000-210705-10000-10001997-0002	11650-210822-22553-10039527-0004	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/25 - 6/30/26	7/1/25 - 6/30/26	7/1/25 - 6/30/26	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 968,980.00	\$ 968,980.00					
Utilities (telephone, electricity, water, gas)	\$ 160,400.00	\$ 160,400.00					
Building Repair/Maintenance	\$ 90,000.00	\$ 90,000.00					
Occupancy Total:	\$ 1,219,380.00	\$ 1,219,380.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 4,000.00	\$ 4,000.00					
Photocopying	\$ 4,000.00	\$ 4,000.00					
Program Supplies	\$ 10,000.00	\$ 10,000.00					
Computer Hardware/Software	\$ 6,000.00	\$ 6,000.00					
Materials & Supplies Total:	\$ 24,000.00	\$ 24,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 6,000.00	\$ 6,000.00					
Insurance	\$ 78,000.00	\$ 78,000.00					
Janitorial Services	\$ 196,160.00	\$ 196,160.00					
Housekeeping Supplies	\$ 75,000.00	\$ 75,000.00					
Kitchen Costs	\$ 5,000.00	\$ 5,000.00					
Equipment Lease & Maintenance	\$ 10,000.00	\$ 10,000.00					
General Operating Total:	\$ 370,160.00	\$ 370,160.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Winston Security Services - 7/1/25 - 6/30/26 = \$40 p/hour x 24 hours p/day x 365 days p/year = \$350,400							
	\$ 350,400.00	\$ 350,400.00					
	\$ -						
Consultant/Subcontractor Total:	\$ 350,400.00	\$ 350,400.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Parking (fleet)	\$ 10,000.00	\$ 10,000.00					
Transportation Costs (maintenance, fuel, etc.)	\$ 66,000.00	\$ 66,000.00					
Client Related Costs	\$ 23,752.00	\$ 23,752.00					
Food & Preparation (Clients)	\$ 226,575.00	\$ 226,575.00					
Contingency Management Pilot (Snacks + Clients incentive)	\$ 10,500.00	\$ -	\$ 10,500.00				
(2 sessions p/week x 2 p/week for 10 participants for 12 weeks program)	\$ -						
Other Total:	\$ 336,827.00	\$ 326,327.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 2,300,767.00	\$ 2,290,267.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 5: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01078		Appendix Number B-2			
Provider Name Community Forward SF		Page Number 5			
Provider Number 389124		Fiscal Year 2025-2026			
Contract ID Number 1000032803		Funding Notification Date 09/08/25			
Program Name Managed Alcohol Program (MAP)					
Program Code (RU) OR EPIC Bill Area	N/A				
Mode (MH) or Modality (SUD)	SecPrev-19				
Service Description	SA-Sec Prev Outreach				
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/25 - 6/30/26				
FUNDING USES					TOTAL
Salaries & Employee Benefits	\$ 19,558	\$ -	\$ -		\$ 19,558
Operating Expenses	\$ 84,231	\$ -	\$ -		\$ 84,231
Capital Expenses	\$ -				\$ -
Subtotal Direct Expenses	\$ 103,789	\$ -	\$ -	\$ -	\$ 103,789
Indirect Expenses	\$ 15,568				\$ 15,568
Indirect %	15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 119,357	\$ -	\$ -	\$ -	\$ 119,357
BHS MENTAL HEALTH FUNDING SOURCES					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES					
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES					
County Prop C Homeless Services	\$ 119,357				\$ 119,357
					\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ 119,357	\$ -	\$ -	\$ -	\$ 119,357
TOTAL DPH FUNDING SOURCES	\$ 119,357	\$ -	\$ -	\$ -	\$ 119,357
NON-DPH FUNDING SOURCES					
					\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	119,357	-	-	-	119,357
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased					
SUD Only - Number of Outpatient Group Counseling Sessions					
SUD Only - Licensed Capacity for Narcotic Treatment Programs					
Payment Method	Cost Reimbursement (CR)				
Unduplicated Clients (UDC)	N/A				
DPH Units of Service	258	0			
Unit Type	Hours		0	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 463.34	\$ -	\$ -	\$ -	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 463.34	\$ -	\$ -	\$ -	N/A

Appendix B - DPH 7: Operating Expenses Detail

Contract ID Number

1000032803

Appendix Number

B-1

Program Name

Managed Alcohol Program (MAP)

Page Number

7

Program Code

N/A

Fiscal Year

2025-2026

Funding Notification Date

09/08/25

Expense Categories & Line Items	TOTAL	10582-210705-21531-10037398-0008	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/25 - 6/30/26	7/1/25 - 6/30/26	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ -						
Utilities (telephone, electricity, water, gas)	\$ -						
Building Repair/Maintenance	\$ -						
Occupancy Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -						
Photocopying	\$ -						
Program Supplies	\$ -						
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -						
Insurance	\$ -						
Janitorial Services	\$ 30,000.00	\$ 30,000.00					
Housekeeping Supplies	\$ -						
Kitchen Costs	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	\$ -						
	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Client Related Costs	\$ 19,231.00	\$ 19,231.00					
Food & Food Preparation (Clients)	\$ 35,000.00	\$ 35,000.00					
	\$ -						
	\$ -						
	\$ -	\$ -					
	\$ -						
Other Total:	\$ 54,231.00	\$ 54,231.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 84,231.00	\$ 84,231.00	\$ -	\$ -	\$ -	\$ -	\$ -

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expense Line Items may be edited or deleted as necessary to reflect the contractor's ledger accounts.

Appendix B - DPH 8: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01078		Appendix Number B-3				
Provider Name Community Forward SF		Page Number 8				
Provider Number 389124		Fiscal Year 2025-2026				
Contract ID Number 1000032803		Funding Notification Date 09/08/25				
Program Name		SoMa, Recover, Initiate, Support, Engage (RISE)				
Program Code (RU) OR EPIC Bill Area		N/A				
Mode (MH) or Modality (SUD)		SecPrev-19				
Service Description		SA-Sec Prev Outreach				
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/25 - 6/30/26				
FUNDING USES		TOTAL				
Salaries & Employee Benefits	\$ 196,729	\$ -	\$ -			\$ 196,729
Operating Expenses	\$ 38,302	\$ -	\$ -			\$ 38,302
Capital Expenses	\$ -					\$ -
Subtotal Direct Expenses	\$ 235,031	\$ -	\$ -	\$ -	\$ -	\$ 235,031
Indirect Expenses	\$ 35,255					\$ 35,255
Indirect %	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 270,286	\$ -	\$ -	\$ -	\$ -	\$ 270,286
BHS MENTAL HEALTH FUNDING SOURCES						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES						
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES						
Prop C - MH Residential - Transit	\$ 270,286					\$ 270,286
						\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ 270,286	\$ -	\$ -	\$ -	\$ -	\$ 270,286
TOTAL DPH FUNDING SOURCES	\$ 270,286	\$ -	\$ -	\$ -	\$ -	\$ 270,286
NON-DPH FUNDING SOURCES						
						\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	270,286	-	-	-	-	270,286
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Cost Reimbursement (CR)					
Unduplicated Clients (UDC)	N/A					
DPH Units of Service	4,913	0				
Unit Type	Hours	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 55.02	\$ -	\$ -	\$ -	\$ -	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 55.02	\$ -	\$ -	\$ -	\$ -	N/A

B-3

9

2025-2026

09/08/25

[illegible]

Appendix B - DPH 10: Operating Expenses Detail

Contract ID Number

1000032803

Appendix Number

B-3

Program Name

SoMa, Recover, Initiate, Support, E

Page Number

10

Program Code

N/A

Fiscal Year

2025-2026

Funding Notification Date

09/08/25

Expense Categories & Line Items	TOTAL	10582-240645-21531-10037681-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/25 - 6/30/26	7/1/25 - 6/30/26	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 1,302.00	\$ 1,302.00					
Building Repair/Maintenance	\$ -						
Occupancy Total:	\$ 1,302.00	\$ 1,302.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,000.00	\$ 1,000.00					
Photocopying	\$ -						
Program Supplies	\$ -						
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 2,500.00	\$ 2,500.00					
Insurance	\$ 2,500.00	\$ 2,500.00					
Janitorial Services	\$ -						
Housekeeping Supplies	\$ -						
Kitchen Costs	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	\$ -	\$ -					
	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Transportation (maintenance, fuel, etc.)	\$ 31,000.00	\$ 31,000.00					
	\$ -						
	\$ -						
	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 38,302.00	\$ 38,302.00	\$ -	\$ -	\$ -	\$ -	\$ -

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expense Line Items may be edited or deleted as necessary to reflect the contractor's ledger accounts.

Appendix B - DPH 11: Capital Expenses Detail

Contract ID Number

Program Name

Program Code

Appendix Number

Page Number

Fiscal Year2025-2026

Funding Notification Date:09/08/25

1. Equipment

Item Description	Quantity	Serial #/VIN #	Unit Cost	Total Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Equipment Cost				\$ -

2. Remodeling

Description	Total Cost
Total Remodeling Cost	\$ -
Total Capital Expenditure	\$ -

Appendix B - DPH 12: Contract-Wide Indirect Detail

Contractor Name Community Forward SF

Page Number 12

Contract ID Number 1000032803

Fiscal Year 2025-2026

Funding Notification Date 9/8/25

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Co-CEO, SR	0.29	\$ 69,600.00
Co-CEO, JU	0.29	\$ 69,600.00
Chief of Staff	0.29	\$ 55,100.00
Vice President of Finance	0.29	\$ 55,100.00
Vice President of People	0.29	\$ 40,600.00
Vice President of Operations	0.29	\$ 40,600.00
Vice President of Advocacy	0.29	\$ 39,150.00
HR Director	0.29	\$ 31,900.00
HR Generalist	0.29	\$ 29,000.00
Finance Manager	0.29	\$ 33,350.00
IT Operations Manager	0.29	\$ 29,000.00
Executive Assistant	0.29	\$ 18,500.00

Subtotal: 3.48 \$ 511,500.00

Employee Benefits: 27.0% \$ 138,105.00

Total Salaries and Employee Benefits: \$ 649,605.00**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
Auditi	\$ 13,050.00
Rent	\$ 31,221.00
Computer & Software Supplies	\$ 10,400.00
Telephone	\$ 13,050.00
Staff Training/Conference	\$ 15,660.00
Recruiting Costs	\$ 2,900.00
Subscriptions	\$ 3,480.00
Equipment Rental	\$ 2,320.00
Benefits management fees	\$ 8,614.00
Total Operating Costs	\$ 100,695.00

Total Indirect Costs \$ **750,300.00**

1 of 1

City and County of San Francisco
Business Associate Agreement

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

RECITALS

A. CE, by and through the Department of Public Health (DPH), wishes to disclose, allow access to, or allow collection of certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement and this BAA, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA are committed to complying with all federal and state laws governing the confidentiality, privacy, and security of health information disclosed to BA pursuant to the Agreement, including, but not limited to the Standards for PHI under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws with respect to health information, mental health information, and substance use treatment information, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”), and 42 CFR Part 2.

D. CE is required to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this BAA.

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

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

- a. **Breach** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- b. **Breach Notification Rule** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- c. **Business Associate** means a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, as defined in 45 CFR §160.103.
- d. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including 45 CFR §160.103.
- e. **Data Aggregation** means the combining of PHI by the BA with the PHI received by the BA in its capacity as a BA of one or more other covered entity, to permit data analyses that relate

City and County of San Francisco
Business Associate Agreement

to the Health Care Operations of the respective covered entities, and the meaning given to such term in 45 CFR §164.501.

- f. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including 45 C.F.R. Section 164.501.
- g. **Electronic PHI or ePHI** means any PHI maintained or transmitted by electronic media as defined in 45 CFR §160.103.
- h. **Health Care** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- i. **Health Care Component** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- j. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.
- k. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Part 160 and Part 164.
- l. **Hybrid Entity** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- m. **Privacy Rule** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- n. **Protected Health Information or PHI** has the meaning given to such term under the Privacy Rule, including 45 CFR §§160.103 and 164.501, limited to the information created, maintained, stored, transmitted, or received by BA from or on behalf of CE, or another BA of CE.
- o. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and as defined in the Security Rule, including 45 CFR §164.304.
- p. **Security Rule** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- q. **Unsecured PHI** has the meaning given to such term under 42 U.S.C. §17932(h) and 45 CFR §164.402.

2. Obligations of Business Associate.

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

b. Permitted Uses and Disclosures. BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA may use, access, and/or disclose PHI as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE (see 45 CFR §§164.502, 164.504(e)(2), and 164.504(e)(4)(i)). If BA discloses PHI to a third party, if the disclosure is required by law, or otherwise BA must obtain, prior to making such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (ii) an agreement from this third party to notify BA

City and County of San Francisco
Business Associate Agreement

immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

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

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

e. Agreements with Subcontractors and Agents. BA will ensure that any of its agents and subcontractors that have access to, or which create, receive, maintain or transmit PHI for or on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.c. above (see 45 CFR §§164.504(e)(2) through (e)(5), and 164.308(b)). BA must mitigate the effects of any such violation.

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

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

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

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

h. Amendment of PHI. Upon request and instruction from CE, BA will amend PHI or a record about an individual in a Designated Record Set that is maintained by, or otherwise within the

City and County of San Francisco
Business Associate Agreement

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

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

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

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

l. Notification of Suspected or Actual Breach. BA shall notify CE within five (5) calendar days of any breach of PHI; any use or disclosure of PHI not permitted by the Agreement or this BAA; any Security Incident (except as otherwise provided below) related to PHI, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take prompt corrective action to cure any deficiencies and any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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

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

iii. Written Request for Security Incident Report: Upon CE's request, BA must provide CE a written Security Incident Report that: (a) identifies the categories of Security Incident

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attempts; (b) indicates whether BA believes its current defensive security measures are adequate to address Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures BA will implement to address security inadequacies.

m. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.

Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination.

a. Material Breach. A breach by BA, or BA's agent or subcontractor, of any obligations under this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the Agreement to the contrary notwithstanding. (45 CFR §164.504(e)(2)(iii).)

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which BA has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all PHI that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible (45 C.F.R. §164.504(e)(2)(ii)(J)). If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act including, 42 U.S.C. §17934(c).

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

4. Amendment to Comply with Law.

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

5. Litigation or Administrative Proceedings.

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

6. No Third-Party Beneficiaries.

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

7. Interpretation.

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