

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

**Second Amendment**

This AMENDMENT (this "Amendment") is made as of July 1, 2016, in San Francisco, California, by and between PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. ("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 update the standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract Number 2000-03/04, on July 14, 2014;

WHEREAS, it is anticipated that the Board of Supervisors will establish a new City department that will serve as the City's lead agency with respect to the provision and coordination of homeless services, and that such department shall assume management of this Agreement;

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 Original Agreement dated August 1, 2014, (BPHC15000042), between Contractor and City, as amended by the

First Internal Contract Revision dated December 1, 2014, (BPHC15000042), and  
Second Internal Contract Revision dated February 1, 2015, (BPHC15000042), and  
First Amendment dated March 1, 2015, (BPHC15000042), and  
Third Internal Contract Revision dated February 1, 2016, (BPHC15000042), and  
Fourth Internal Contract Revision dated May 1, 2016, (BPHC15000042).

**1b. Contract Monitoring Division. 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 modified as follows:

**a. Section 48. Modification of this Agreement, is hereby amended in its entirety to read as follows:**

**48. Modification of this Agreement.**

**a. Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in

personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

**b. Departmental Transition and Continuity.** Over the course of the term of this Agreement, it is anticipated that management of this contract on behalf of the City shall transfer from the Department of Public Health to a new department which shall be established for the purpose of coordinating homeless services. As part of the transfer, the departmental contact and invoicing procedures specified in this Agreement may shift from the Department of Public Health to the new department, however the responsibilities under this contract shall not change. The Department of Public Health shall notify Contractor/Grantee of the new departmental contact and invoicing procedures. At such time as notice is given, all references in this Agreement to the Department of Public Health or the "Department" shall be construed as a reference to the new department.

**b. Section 58. Reserved, is hereby amended in its entirety to read as follows:**

**58. Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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**The Appendices listed below are Amended as follows:**

**c. Delete Appendix A, and replace in its entirety with Appendix A to Agreement as amended.**  
Dated: Amendment 07/01/2016.

**d. Delete Appendix A-1, and replace in its entirety with Appendix A-1 to Agreement as amended.**  
Dated: Amendment 07/01/2016.

**e. Delete Appendix B, and replace in its entirety with Appendix B to Agreement as amended.**  
Dated: Amendment 07/01/2016.

**f. Delete Appendix B-1b, and replace in its entirety with Appendix B-1b to Agreement as amended.**  
Dated: Amendment 07/01/2016.

**g. Delete Appendix D, and replace in its entirety with Appendix D to Agreement as amended.**  
Dated: Amendment 07/01/2016.

**h. Delete Appendix E, and replace in its entirety with Appendix E (BAA-version 10/29/15) to Agreement as amended.** Dated: (BAA-version 042216 and Attestation forms).

**i. Delete Appendix F-1b (GF-SA), and replace in its entirety with Appendix F-1b (GF-SA) to Agreement as amended.** Dated: Amendment 07/01/2016.

**j. Delete Appendix F-1b (GF-WO), and replace in its entirety with Appendix F-1b (PL-WO) to Agreement as amended.** Dated: Amendment 07/01/2016.

**k. Add Appendix F-1b (DHS-GF) to Agreement as amended.** Dated: Amendment 07/01/2016.

**l. Add Appendix F-1b (DHHS-SAMHSA) to Agreement as amended.** Dated: Amendment 07/01/2016.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**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:

**PUBLIC HEALTH FOUNDATION  
ENTERPRISES, INC.**

  
\_\_\_\_\_  
BARBARA A. GARCIA, M.P.A.  
Director of Health

9/12/16  
/ Date

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

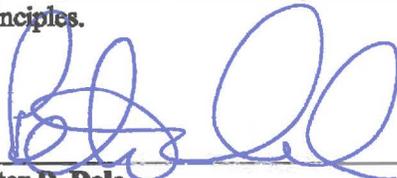
Approved as to Form:

Dennis J. Herrera  
City Attorney

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By:   
\_\_\_\_\_  
Anne Pearisa  
Deputy City Attorney

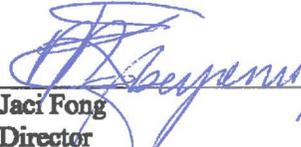
9/9/16  
/ Date

  
\_\_\_\_\_  
Peter D. Dale  
Director, Contract and Grant Management  
12801 Crossroads Parkway South, Suite 200  
City of Industry, CA 91746

9/11/16  
Date

Approved:

City vendor number: 48661

  
\_\_\_\_\_  
Jaci Fong  
Director  
Office of Contract  
Administration and Purchaser

12/18/16  
/ Date

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PURCHASING DEPARTMENT



**Appendix A**  
**Services to be provided by Contractor**

**1. Terms**

**A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to Christine Siador, 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.

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

**D. Possession of Licenses/Permits:**

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

**E. Adequate Resources:**

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

**F. Admission Policy:**

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

**G. San Francisco Residents Only:**

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

**H. Grievance Procedure:**

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. 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."

K. 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.

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. Under-Utilization Reports:

For any quarter that CONTRACTOR maintains less than ninety percent (90%) of the total agreed upon units of service, and for HIV Prevention Services contracts the number of clients (NOC), for any mode of service hereunder, except for taxi scrip, bus tokens, clothing vouchers, and household goods vouchers, which may be

distributed on an as-needed basis, CONTRACTOR shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

N. 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.

O. Compliance With Grant Award Notices:

If any portion of 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.

P. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

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

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

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

Q. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

## 2. Description of Services

Detailed descriptions of services supporting the period 08/01/14-06/30/18 may be found in the following Appendixes:

Appendix A, 08/01/14-06/30/18

Program Summary

Appendix A-1, 08/01/14-06/30/18

SF Homeless Outreach Team

**SUMMARY**

**Service Providers:** San Francisco Department of Public Health  
**Fiscal Agent:** Public Health Foundation Enterprises  
**Total Contract Amount:** \$23,766,056  
**Program Name:** San Francisco Homeless Outreach Team

<b>Program Address:</b>	SFHOT 50 Ivy Street (Lech Walesa) San Francisco, CA 94102	Mission Mental Health Clinic 2712 Mission Street San Francisco, CA 94110
<b>Program Contact:</b>	Brenda Meskan	

	Appendix A-1 / Appendix B-1			Appendix A-1 / Appendix B-1a		
	UOS	NOC		UOS	NOC	
<b>Amount:</b>	\$5,132,409			\$6,603,433		
<b>Term:</b>	08/01/14-6/30/15			07/01/15-6/30/16		
<b>Definition of UOS:</b>	SA County- Staff Hours	80,387	N/A	SA County- Staff Hours	103,587	N/A
	SA Work Order- Staff Hours	5,025	N/A	SA Work Order- Staff Hours	6,113	N/A
<b>Total UOS / UDC:</b>	<b>Totals</b>	<b>85,412</b>	<b>N/A</b>	<b>Totals</b>	<b>109,700</b>	<b>N/A</b>

	Appendix A -1/ Appendix B-1b			Appendix A-1 / Appendix B-1c		
	UOS	NOC		UOS	NOC	
<b>951,726</b>	\$7,078,488			\$4,951,726		
<b>Term:</b>	07/01/16-6/30/17			07/01/17-6/30/18		
<b>Definition of UOS:</b>	County DSHS GF*	122,374	N/A	SA County- Staff Hours	93,681	825
	County DSHS PL-WO*	6,741	N/A			
	Federal SAMHSA*	9,332	N/A	SA Work Order- Staff Hours	5,964	30
	SA County GF	5,242	N/A			
	*Unit Type: Staff Hours					
<b>Total UOS / UDC:</b>	<b>Totals</b>	<b>143,689</b>	<b>N/A</b>	<b>Totals</b>	<b>99,645</b>	<b>N/A</b>

**Target Population:** Target population is the San Francisco Department of Public Health's San Francisco Homeless Outreach Team (SFHOT) program.

**Description of Service:** Public Health Foundation Enterprises, Inc. will be responsible for providing human resources and fiscal management for this project and for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success. Staff will to provide human resources management, technical assistance, training and fiscal management services to manage the SFHOT program.

1. **Vendor and Program Name:**  
Public Health Foundation Enterprises, Inc (PHFE)  
San Francisco Homeless Outreach Team (SFHOT)

SFHOT Staff Located at:

SFHOT  
50 Ivy Street (Lech Walesa)  
San Francisco, CA 94102  
Tele: (415) 415-355-7555  
FAX: (415) 415-355-7404

Mission Mental Health Clinic  
2712 Mission Street  
San Francisco, CA 94110  
Tele: (415) 401-2660  
FAX: (415) 401-2671

2. **Nature of Document**

New       Amendment       Modification

3. **Goal Statement**

The goal, in collaboration with the San Francisco Department of Public Health, is to provide Fiscal and Human Resource Management services in support of the San Francisco Homeless Outreach Team (SFHOT) program.

4. **Target Population**

Target population is the San Francisco Department of Public Health's San Francisco Homeless Outreach Team (SF HOT) program. This multidisciplinary team serves individuals living on the street who are severely disabled. Staff members consist of employees of the Department of Public Health, the Human Services Agency, and community-based organization staff (PHFE). SFHOT uses a client-centered "whatever it takes" approach, and employs comprehensive wrap-around services to meet client needs. The program promotes harm reduction and strength-based recovery philosophies through its daily functioning, and utilizes acuity-based, data-driven, and outcomes-oriented processes to meet its goals. The program also assesses medical and behavioral crises, and refers clients to emergency care as appropriate.

SFHOT provides the following lines of service:

#### Stabilization Case Management

This service line provides short-term stabilization care management for 480 high risk homeless individuals (homeless more than three years, experiencing complex medical, psychiatric, and substance abuse tri-morbidity, using a high number of urgent/emergent care services, and not able to navigate health and human services system on their own). Case Management accepts referrals from SFHOT Street Outreach and high user treatment programs. Within six to twelve months, the goals are to: (1) Stabilize individuals from the street into shelter/SRO, (2) Remove personal barriers to attaining permanent housing; e.g., attain benefits, primary care linkage, behavioral health care linkage, IDs, legal aid, etc., (3) Secure and place into permanent housing, (4) Assess and serve as care coordinators for SF Health Network members who are high risk / high cost individuals and are unable to engage into the system.

#### Street Outreach Team

This service line provides outreach, engagement and warm-handoffs from the street to (or between) urgent/ emergent institutions. The Engagement Specialist Team (EST) operate 24/7 and responds to requests from 311, Care Coordinators, Police, Fire, and Urgent/Emergent facilities (hospitals, SF Sobering Center, Psych Emergency Services, and Dore Psych Urgent Care) for street outreach/intervention and therapeutic transports. The goals are to, within two hours, respond and determine if the individual can be cleared for transport and provide warm-handoff to and/or from urgent/emergent facilities. In addition, the EST provides targeted search and outreach of HUMS (High Users of Multiple Systems) and other high-risk homeless individuals as identified by 311 (citizens) and health care coordinators and once found, performs wellness checks and attempts to engage individuals into services and other resources as identified by community care plans.

#### Medical Team

The medical team uses the model "Homeless to Primary Care Medical Home" and provides transitional primary health care to address barriers to primary care in the appropriate setting for each patient. Barriers that will be addressed may be related to patient issues such as: medical, mental health and substance use disorders; lack of benefits; competing priorities such as lack of food, shelter, or clothing. Barriers may also be related to systems issues such as: Enrollment and insurance requirements that are difficult for homeless individuals to obtain, inconvenient hours or locations of services; discrimination against homeless individuals in services; or services that have not created adaptations and accommodations for the needs of homeless people.

#### San Francisco Public Library Team

This service line is situated at the Civic Center Main Branch with staff who conduct outreach and offers referrals to homeless, marginally housed and/or mentally ill patrons of the library. Staff also facilitate education sessions in group or individual settings for

library staff, in order to improve understanding of behaviorally vulnerable patrons of the library. Staff's goal is to help library staff serve this group of patrons according to their needs, while helping to decrease the number and severity of incidents that require intervention from Library security staff. Staff also train Health and Safety Associates (HaSAs) who are selected from a group of homeless library patrons being served by SF HOT's case management function. These HaSAs assist the team by using their life experiences and learned engagement skills to reach out to other homeless patrons, in order to persuade them to accept case management and other services. In the process, HaSAs gain employment and job-seeking skills.

**5. Unit of Service / Modalities**

**GF: SFHOT and San Francisco Public Library Work Order 8/1/14 – 6/30/15 (B-1)**

<b>Unit of Service Description</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients (NOC)</b>
DPH Units of Service- SA County General Fund Unit Type: Staff Hour	80,387	N/A
DPH Units of Service- SA Work Order- Public Library SFHOT Unit Type: Staff Hour	5,025	N/A
<b>Total UOS</b>	<b>85,412</b>	
<b>Total NOC</b>		<b>N/A</b>

**GF: SFHOT and San Francisco Public Library Work Order 7/1/15 – 6/30/16 (B-1a)**

<b>Unit of Service Description</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients (NOC)</b>
DPH Units of Service- SA County General Fund Unit Type: Staff Hour	103,587	N/A
DPH Units of Service- SA Work Order- Public Library SFHOT Unit Type: Staff Hour	6,113	N/A
<b>Total UOS</b>	<b>109,700</b>	
<b>Total NOC</b>		<b>N/A</b>

GF: SFHOT, San Francisco Public Library Work Order, and PATH Grant CFDA 93.150  
 7/1/16 – 6/30/17 (B-1b)

Unit of Service Description	Units of Service (UOS)	Number of Clients (NOC)
County DSHS General Fund Unit Type: Staff Hour	122,374	N/A
County DSHS Library Work Order Unit Type: Staff Hour	6,741	N/A
Federal DHHS SAMHSA PATH Grant, CFDA 93.150 Unit Type: Staff Hour	9,332	N/A
DPH Units of Service- SA County General Fund Unit Type: Staff Hour	5,242	
<b>Total UOS</b>	<b>143,689</b>	
<b>Total NOC</b>		<b>N/A</b>

GF: SFHOT and San Francisco Public Library Work Order 7/1/17 – 6/30/18 (B-1c)

Unit of Service Description	Units of Service (UOS)	Number of Clients (NOC)
DPH Units of Service- SA County General Fund Unit Type: Staff Hour	93,681	N/A
DPH Units of Service- SA Work Order- Public Library SFHOT Unit Type: Staff Hour	5,964	N/A
<b>Total UOS</b>	<b>99,645</b>	
<b>Total NOC</b>		<b>N/A</b>

**6. Methodology**

This contract will facilitate the fiscal and human resource management services that support the SFHOT contracted staff. PHFE will provide Fiscal Intermediary administrative services to support the San Francisco Homeless Outreach Team program. This will be a collaborative project with close coordination with the San Francisco Department of Public Health (DPH) SFHOT Program Administrator.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; dispersing programmatic expenditures such as client funds, peer stipends, training, supplies, equipment, and leases according to budget plan; and maintaining all program documentation as related to this contract.

Staff Management for this program consists of primary Human Resource management processes and will be coordinated with the SFHOT DPH Program Administrator. It will include recruiting, hiring, and orienting new staff; managing employee benefits; monitoring employee training, skill development, and performance evaluations on regular basis, and implementing employee discipline when necessary.

#### **A. Fiscal Management**

Contractor will utilize established fiscal management policies and procedures and employee training materials that assure the ability to meet all fiscal management responsibilities of this project. The policies address the following internal controls: safeguarding assets, transaction authorizations, timely reconciliation of accounting records; financial reporting; accounts payable; accounts receivable; petty cash; and, payroll.

Fiscal management team assigned to SFHOT program will include support from a Contracts and Grants Manager, a Project Accountant Supervisor, and Project Accountant. These staff will work closely with the SFDPH Program Administrator and Program Director. The PHFE Contracts and Grants Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the contracts and grants manager will issues and monitor all subcontracts, lease, and consultant agreements. The Project Accountant Supervisor, working closely with the Project Accountant and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The Project Accountant will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the Project Accountant is responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

PHFE will work within SFDPH approved budgets to reimburse program expenses directly to vendors and partners or directly to employees that have made authorized program purchases. This includes but not limited to: (1) pay invoices on a predetermined schedule, (2) ensure the accuracy and authenticity of invoice processed, (3) process accounts payable paperwork timely, and (4) maintain support documentation.

As part of the contract, PHFE will purchase up to eight vehicles for SFHOT to use in outreach activities. Authorized SFHOT staff members will utilize the vans for program purposes only including but not limited to therapeutic transport, and client meetings and appointments. The vans will be registered to PHFE, and be serviced by a SFHOT recommended maintenance provider. Vehicles will be stored in the Mission Bartlett

Garage located at 3255 21st Street, San Francisco, CA 94110, or the Civic Center Parking Lot, 355 McAllister Street, San Francisco, CA 94102, when not in use. Vehicle purchases, related services and expenses will be approved by the SFHOT Director or designee. Documentation will be kept on file at PHFE headquarters and will be available upon request.

The contract will also include the use of Subcontractors/Consultants:

- Sub Contract Agreements are in place, by and between the Lead Agency and the Sub Contractor.
- The Department has a copy of the sub contract agreement(s).
- Acceptance of the sub contract agreement indicates approval by the Department or its designee (Program Director).

#### **B. Human Resource Management:**

Human Resources management team assigned to SFHOT program will include support from a Contract and Grant Manager, the Human Resources Generalist, and the Human Resource Generalist Assistant. The HR Generalist will work closely with the SFDPH SFHOT supervisors and staff to oversee staff hired and assigned to the program. They will also provide hands on, comprehensive training to all employee supervisors so they are familiar with HR policies and procedures in order to provide comprehensive supervision to contracted employees.

Human Resources Generalist will also provide full training to SFHOT employees and supervisors on PHFE's time collection system. The HR Generalist will work closely with the Contract Manager and Budget Analyst to assure that payroll costs are correctly allocated and align with the approved position/line item budget as outlined in the SFDPH contract for SFHOT. The HR Generalist will also maintain confidentiality among SFHOT employees related to salary rates, reimbursements, and the SFHOT budget.

PHFE will utilize current HR policies and procedures to include employee handbook. This will provide the HR Generalist a systematic process to address issues of discipline, investigations, hiring and terminations consistently and remain in compliance with federal and state labor laws. Existing policies and procedures along with PHFE's Employee handbook are reviewed periodically to stay current and updated on any new laws and regulations. Tracking and monitoring of successfully completed trainings by staff is entered into the HRIS for recordkeeping and reporting purposes.

Staff management/HR management will include the complete hiring process from recruitment, employee selection, background/reference checks to new hire orientation. Employee relations, benefit management, leave management, workforce development, employee performance/reviews, personnel records, complaints, and any disciplinary action will also be managed.

**7. Objectives and Measurements**

<b>Indicator</b>	<b>Data Source / Compliance</b>
<p><b>P.1</b> Fiscal Intermediary contractors will pay 95-100% of vendor and subcontractor invoices within 30 days from the date of submission by SFDPH or vendor/subcontractor.</p>	<p>Measured and documented by check dates; contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC within 60 days of the fiscal year end.</p>
<p><b>P.2</b> <u>Effective Fiscal Management</u>: Agency will meet 95% (correctable to 100%) of Salary &amp; Benefit budgeted obligations during the contract period. This includes accurate and on-time payment of salaries, overtime, accrued benefits, and taxes and optimal record keeping.</p>	<p>A. Within 30 days of month's end and if requested, Agency provides a running expense report addressed to Program Director.            B. Within in 45 days of DPH quarter's end, Agency self reports this objective for time period and year-to-date in report addressed to Director OFGM, PHD.            C. Contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC within 60 days of the fiscal year end; reports of achievement must be consistent with findings of external Annual Audit</p>
<p><b>P.3</b> <u>Effective Fiscal Management</u>: Agency will meet 100% of Operating Expense obligations during the contract period. This includes paying vendor invoices within vendor payment schedule and avoiding late fees (usually 30 days from the date of submission by vendor or Program).</p>	<p>A. Within 30 days of month's end and if requested, Agency provides a running expense report addressed to Program Director.            B. Within in 45 days of DPH quarter's end, Agency self reports this objective for time period and year-to-date in report addressed to Director OFGM, PHD.            C. Contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC within 60 days of the fiscal year end; reports of achievement must be consistent with findings of external Annual Audit</p>
<p><b>P.4</b> <u>Effective Human Resources Management</u>: Agency will have 90% of personnel files complete, up-to-date, and in terminology consistent with HR best practices, during the contract period. This includes: 1) signed job descriptions, 2)</p>	<p>A. Within 30 days of month's end and if requested, Agency provides a running personnel report of these items addressed to Program Director.            B. Within in 45 days of DPH quarter's end, Agency self reports this objective for time</p>

Indicator	Data Source / Compliance
qualifications statement (resume), 3) reference verification, 4) benefits orientation, 5) program orientation, 6) proof of annual certification/training in HIPAA Privacy and DPH Compliance, 7) signed "User Confidentiality, Security and Electronic Signature Agreement" form, 8) signed code of conduct forms, 9) skill development/training plans, 10) on-time performance evaluations, and 11) remedial skill development plans as needed.	period and year-to-date in report addressed to Director OFGM, PHD. C. Contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC within 60 days of the fiscal year end; reports of achievement must be consistent with findings of spot checks by DPH.
<p><b>P.5 <u>Effective Human Resources Management:</u></b> Agency will help programs operate at or near full staff capacity by filling 90% of vacant positions within 3 months of posting date, during the contract period. This includes Position Control Reports reflecting in aggregate and by service line all positions and their status, including date of vacancy or leave, date of job posting, number of applications, number of qualified candidates, date interviews began, and date position filled.</p>	A. Within 30 days of month's end and if requested, Agency provides a running Position Control report of these items addressed to Program Director. B. Within in 45 days of DPH quarter's end, Agency self reports this objective for time period and year-to-date in report addressed to Director OFGM, PHD. C. Contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC within 60 days of the fiscal year end; reports of achievement must be consistent with findings of spot checks by DPH

**8. Continuous Quality Assurance and Improvement**

PHFE will develop a program specific quality assurance plan agreed upon by both SFDPH and PHFE.

**Appendix B  
Calculation of Charges**

**1. Method of Payment**

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

**2. Program Budgets and Final Invoice**

A. Program Budgets supporting the period 08/01/14-06/30/18 may be found in the following Appendices:

Appendix B, 08/01/14-06/30/18	Budget Summary
Appendix B-1, 08/01/14-06/30/15	FIS – SF Homeless Outreach Team
Appendix B-1a, 07/01/15-06/30/16	FIS – SF Homeless Outreach Team
Appendix B-1b, 07/01/16-06/30/17	FIS – SF Homeless Outreach Team
Appendix B-1c, 07/01/17-06/30/18	FIS – SF Homeless Outreach Team

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, \$0 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

Original Agreement	County SA General Fund	\$5,350,888	08/01/14-06/30/15	Appendix B-1
Original Agreement	County Public Library Work Order	\$142,004	08/01/14-06/30/15	Appendix B-1
1 <sup>st</sup> Internal Contract Revision	County SA General Fund	\$0 (No-Cost-Mod)	08/01/14-06/30/15	Appendix B-1
1 <sup>st</sup> Internal Contract Revision	County Public Library Work Order	\$0 (No-Cost-Mod)	08/01/14-06/30/15	Appendix B-1
2 <sup>nd</sup> Internal Contract Revision	County SA General Fund	(\$360,483)	08/01/14-06/30/15	Appendix B-1
First Amendment	County SA General Fund	\$5,815,728	07/01/15-06/30/16	Appendix B-1a
First Amendment	County Public Library Work Order	\$168,549	07/01/15-06/30/16	Appendix B-1a
First Amendment	County SA General Fund	\$5,815,728	07/01/16-06/30/17	Appendix B-1b
First Amendment	County Public Library Work Order	\$168,549	07/01/16-06/30/17	Appendix B-1b
First Amendment	County SA General Fund	\$5,476,914	07/01/17-06/30/18	Appendix B-1c
First Amendment	County Public Library Work Order	\$168,549	07/01/17-06/30/18	Appendix B-1c
3 <sup>rd</sup> Internal Contract Revision	County SA General Fund	\$619,156	07/01/15-06/30/16	Appendix B-1a
3 <sup>rd</sup> Internal Contract Revision	County SA General Fund	(\$88,972)	07/01/16-06/30/17	Appendix B-1b
3 <sup>rd</sup> Internal Contract Revision	County SA General Fund	\$88,972	07/01/17-06/30/18	Appendix B-1c
4 <sup>th</sup> Internal Contract Revision	County SA GF & WO	\$0 (No-Cost-Mod)	07/01/15-06/30/16	Appendix B-1a
Second Amendment	County SA General Fund	(\$5,815,728)	07/01/16-06/30/17	Appendix B-1b
Second Amendment	County Public Library Work Order	(\$168,549)	07/01/16-06/30/17	Appendix B-1b
Second Amendment	County DSHS GF	\$6,417,268	07/01/16-06/30/17	Appendix B-1b
Second Amendment	County Public Library Work Order	\$166,837	07/01/16-06/30/17	Appendix B-1b
Second Amendment	Federal DHHS SAMHSA PATH Grant	\$334,383	07/01/16-06/30/17	Appendix B-1b
Second Amendment	County SA General Fund	\$160,000	07/01/16-06/30/17	Appendix B-1b
Second Amendment	County SA General Fund	(\$693,737)	07/01/17-06/30/18	Appendix B-1c
		<b>\$23,766,056</b>		
	<b>Contingency</b>	<b>\$0</b>		
		<b>\$23,766,056</b>		

C. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, CITY agrees to make an initial payment to the

**88CONTRACTOR of One Million Six Hundred Forty-Four Thousand Three Hundred Seventeen Dollars (\$1,644,317).** CONTRACTOR agrees that a reduction shall be made from monthly payments to CONTRACTOR equal to one sixth (1/6) of the initial payment for the period October 1, 2016 through March 31, 2017. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the advance being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

D. 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.

E. 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.

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

DHCS Legal Entity Number: <u>N/A</u>		Prepared By: <u>Julia Dysart</u>			Appendix #: <u>B</u>	
Contractor Name: <u>Public Health Foundation Enterprises, Inc.</u>		Document Date: <u>8/18/16</u>			Page #: <u>3</u>	
Contract CMS #: <u>7492</u>					Fiscal Year: <u>2016-17</u>	
Contract Appendix Number:	<u>B-1</u>	<u>B-1a</u>	<u>B-1b</u>	<u>B-1c</u>		
Appendix A/Provider Name:	<u>SFHOT</u>	<u>SFHOT</u>	<u>SFHOT</u>	<u>SFHOT</u>		
Provider Number:	<u>383800</u>	<u>383800</u>	<u>383800</u>	<u>383800</u>		
Program Code:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>		
Funding Term:	<u>8/1/14-6/30/15</u>	<u>07/01/15-06/30/16</u>	<u>07/01/16-06/30/17</u>	<u>07/01/17-06/30/18</u>		<b>TOTAL</b>
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	3,711,851	5,004,749	5,168,001	4,166,035		18,051,636
Operating Expenses:	682,657	833,173	1,151,077	255,149		2,922,056
Capital Expenses:	\$188,000	\$58,000	\$0	\$0		246,000
Subtotal Direct Expenses:	4,582,508	5,895,922	6,320,078	4,421,184		21,219,692
Indirect Expenses:	549,901	707,511	758,410	530,542		2,546,364
Indirect %:	12.00%	12.00%	12.00%	12.00%		12.00%
<b>TOTAL FUNDING USES</b>	<b>5,132,409</b>	<b>6,603,433</b>	<b>7,078,488</b>	<b>4,951,726</b>	-	<b>23,766,056</b>
					Employee Fringe Benefits %:	34.43%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	-	-	-	-	-	-
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
SA COUNTY - General Fund	4,990,405	6,430,670	160,000	4,783,177		16,364,252
SA WORK ORDER - Public Library SFHOT	142,004	168,549	-	168,549		479,102
SA COUNTY - General Fund WO CODB		4,214				4,214
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>5,132,409</b>	<b>6,603,433</b>	<b>160,000</b>	<b>4,951,726</b>	-	<b>16,847,568</b>
<b>OTHER DPH FUNDING SOURCES</b>						
						-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	-	-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>	<b>5,132,409</b>	<b>6,603,433</b>	<b>160,000</b>	<b>4,951,726</b>	-	<b>16,847,568</b>
<b>NON-DPH FUNDING SOURCES</b>						
County DSHS General Fund			6,417,268			6,417,268
County DSHS Library Work Order			166,837			166,837
Federal DHHS SAMHSA PATH Grant, CFDA 93.150			334,383			334,383
<b>TOTAL NON-DPH FUNDING SOURCES</b>	-	-	<b>6,918,488</b>	-	-	<b>6,918,488</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>5,132,409</b>	<b>6,603,433</b>	<b>7,078,488</b>	<b>4,951,726</b>	-	<b>23,766,056</b>

**DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)**

Contractor Name: Public Health Foundation Enterprises, Inc.					Appendix: B-1b	
Provider Name: SFHOT					Page #: 1	
Provider Number: 383800					Document Date: 8/18/16	
					Fiscal Year: 2016-2017	
Program Name:	SFHOT	SFHOT	SFHOT	SFHOT		
Program Code:	N/A	N/A	N/A	N/A		
Mode/SFC (MH) or Modality (SA):	SecPrev-19	SecPrev-19	SecPrev-19	SecPrev-19		
Service Description:	SA-Sec Prev Outreach	SA-Sec Prev Outreach	SA-Sec Prev Outreach	SA-SEC Prev Outreach		<b>TOTAL</b>
Funding Term:	07/01/16-06/30/17	07/01/16-06/30/17	07/01/16-06/30/17	07/01/16-06/30/17		
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	4,689,336	145,282	334,383	-		5,169,001
Operating Expenses:	1,004,540	3,680	-	142,857		1,151,077
Capital Expenses (greater than \$5,000):	-					-
Subtotal Direct Expenses:	5,693,876	148,962	334,383	142,857		6,320,078
Indirect Expenses:	723,392	17,875		17,143		758,410
<b>TOTAL FUNDING USES:</b>	<b>6,417,268</b>	<b>166,837</b>	<b>334,383</b>	<b>160,000</b>		<b>7,078,488</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>						-
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>Index Code</b>					
SA COUNTY - General Fund	HMHSCCRES227			160,000		160,000
						-
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>				<b>160,000</b>		<b>160,000</b>
<b>OTHER DPH FUNDING SOURCES</b>						
						-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>						-
<b>TOTAL DPH FUNDING SOURCES</b>						<b>160,000</b>
<b>NON-DPH FUNDING SOURCES</b>	<b>Index Code</b>					
County DSHS General Fund	HOMSFHOTGF	6,417,268				6,417,268
County DSHS Library Work Order	HOMSFHOTWO		166,837			166,837
Federal DHHS SAMHSA PATH Grant, CFDA 93.150	HOMSFHOTGR			334,383		334,383
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>6,417,268</b>	<b>166,837</b>	<b>334,383</b>		<b>6,918,488</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>6,417,268</b>	<b>166,837</b>	<b>334,383</b>		<b>7,078,488</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased (if applicable):						
SA Only - Non-Res 33 - ODF # of Group Sessions (classes):						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program:						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR	CR	CR	CR		
DPH Units of Service:	122,374	6,741	9,332	5,242		
Unit Type:	Staff Hour	Staff Hour	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH Funding Sources Only):	52.44	24.75	35.83	30.52		
Cost Per Unit - Contract Rate (DPH & Non-DPH Funding Sources):	52.44	24.75	35.83	30.52		
Published Rate (Medi-Cal Providers Only):						<b>Total UDC:</b>
Unduplicated Clients (UDC):	7,073	244	990	4,500		8,307

DPH 3: Salaries & Benefits Detail

Program Code: N/A  
 Program Name: SFHOT  
 Document Date: 8/18/16

Appendix #: B-1b  
 Page #: 2

Position Title	TOTAL		County DSHS General Fund HOMSFHOTGF		Public Library Workorder HOMSFHOTWO		Federal DHHS SAMHSA PATH Grant CFDA 93.150 HOMSFHOTGR		SA General Fund HMHSCCRES227			
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Administrative Coordinator	1.00	52,531	1.00	52,531								
Community Liaison	1.00	57,784	1.00	57,784								
Data Analyst	1.00	71,443	1.00	71,443								
Administrative Assistant	1.00	42,025	1.00	42,025								
Social Workers	3.00	233,239	3.00	233,239								
Housing Specialist	1.00	57,784	1.00	57,784								
Program Coordinator EST	1.00	71,443	1.00	71,443								
SFHOT Specialist I (36 pos)	36.00	1,736,771	32.91	1,591,334			3.09	145,437				
SFHOT Specialist II (22 pos)	21.00	1,213,472	19.23	1,113,688			1.77	99,784				
SFHOT Specialist I - Library (1 pos)	0.77	37,148			0.77	37,148						
Health & Safety Associates (6 pos)	2.64	81,596			2.64	81,596						
EMS Specialist II (2 pos)	2.00	115,569	2.00	115,569								
101 Grove Health & Safety Advocate	0.75	20,787	0.75	20,787								
<b>Totals:</b>	<b>72.16</b>	<b>3,791,592</b>	<b>63.89</b>	<b>3,427,627</b>	<b>3.41</b>	<b>118,744</b>	<b>4.86</b>	<b>245,221</b>				

<b>Employee Fringe Benefits:</b>	36.33%	1,377,409	36.81%	1,261,709	22.35%	26,538	36.36%	89,162				
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**TOTAL SALARIES & BENEFITS**      **5,169,001**      **4,689,336**      **145,282**      **334,383**

**DPH 4: Operating Expenses Detail**

Program Code: N/A  
 Program Name: SFHOT  
 Document Date: 8/18/16

Appendix #: B-1b  
 Page # 3

Expenditure Categories & Line Items	TOTAL	County DSHS General Fund HOMSFHOTGF	Public Library Workorder HOMSFHOTWO	Federal DHHS SAMHSA PATH Grant CFDA 93.150 HOMSFHOTGR	SA General Fund HMHSCRES227	
	Term:07/01/16-06/30/17	Term: 07/01/16-06/30/17	Term:07/01/16-06/30/17	Term:07/01/16-06/30/17	Term:07/01/16-06/30/17	Term: _____
<b>Occupancy:</b>						
Rent	\$ 72,000	\$ 72,000				
Utilities(telephone, electricity, water, gas)	\$ 12,000	\$ 12,000				
Building Repair/Maintenance	\$ 6,000	\$ 6,000				
Mobile Phones	\$ 66,380	\$ 62,700	\$ 3,680			
<b>Materials &amp; Supplies:</b>						
Office Supplies	\$ 13,500	\$ 13,500				
Program Supplies	\$ 38,000	\$ 38,000				
Handheld Computers and Application	\$ -	\$ -				
Computer hardware/software	\$ 6,000	\$ 6,000				
<b>General Operating:</b>	\$ -					
Training/Staff Development	\$ 18,000	\$ 18,000				
Insurance	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 2,400	\$ 2,400				
Offsite Storage	\$ 3,000	\$ 3,000				
Audit & Accounting	\$ 10,000	\$ 10,000				
<b>Staff Travel:</b>	\$ -					
Local Travel	\$ 2,500	\$ 2,500				
Out-of-Town Travel	\$ 8,000	\$ 8,000				
Field Expenses	\$ -					
<b>Consultant/Subcontractor:</b>	\$ -					
Professional Services to Rep Payee TBD	\$ 75,000	\$ 75,000				
Professional Services- IT Services	\$ 121,000	\$ 121,000				
Professional Services & Registry	\$ 483,457	\$ 340,600			142,857	
Professional Service- Cleaning Service	\$ 6,000	\$ 6,000				
Other Professional Consultants TBD	\$ 4,240	\$ 4,240				
<b>Other:</b>	\$ -					
Client Related Supplies & Expenses	\$ 66,000	\$ 66,000				
Participant Stipends	\$ 6,400	\$ 6,400				
Vehicle Parking	\$ 66,000	\$ 66,000				
Vehicle Maintenance	\$ 18,000	\$ 18,000				
Vehicle Expenses	\$ 41,200	\$ 41,200				
Van Lease	\$ 6,000	\$ 6,000				

<b>TOTAL OPERATING EXPENSE</b>	1,151,077	1,004,540	3,680	-	142,857	-
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**DPH 5: Capital Expenses Detail**

Program Code: N/A  
 Program Name: SFHOT  
 Document Date: 8/18/16

Appendix: B-1b  
 Page#: 4

**1. Equipment**

Item Description	Quantity	Serial #/VIN #	Funding Source [General Fund, Grant (List Title), or Work Order (List Dept.)]	Purchase Cost Each	Total Cost

**Total Equipment Cost** \$0

**2. Remodeling**

Description	Total Cost

**Total Remodeling Cost** \$0

**Total Capital Expenditure** \$0  
 (Equipment plus Remodeling Cost)

**DPH 6: BHS BUDGET JUSTIFICATION**

Contractor Name: Public Health Foundation Enterprises, Inc.  
 Program Name: SFHOT  
 Funding Term: 7/01/16-06/30/17

Appendix #: B-1b

**1) SALARIES & BENEFITS:**

Staff Position 1: Administrative Coordinator					
Brief description of job duties: Manages SFHOT offices and coordinates operations, including facilities, equipment, inventory, repairs, etc					
Minimum qualifications: Experience or Bachelor's degree					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 52,531.00	1.00	12	1.00	\$	52,531

Staff Position 2: Community Liaison					
Brief description of job duties: Interface with community departments and special projects planning					
Minimum qualifications: Experience with population and community. Bachelor's degree preferred					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 57,784.00	1.00	12	1.00	\$	57,784

Staff Position 3: Data Analyst					
Brief description of job duties: Respond to community providers regarding computer access, generate data reports, plan data needs					
Minimum qualifications: Bachelor's degree in a Health Science. Experience analysis large datasets and interacting with community.					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 71,443.00	1.00	12	1.00	\$	71,443

Staff Position 4: Administrative Assistant					
Brief description of job duties: Manage, mail, supplies, office organization					
Minimum qualifications: Associates degree preferred. Experience in busy office with vulnerable populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 42,025.00	1.00	12	1.00	\$	42,025

Staff Position 5: Social Worker					
Brief description of job duties: Supervise Specialist I and II in daily work					
Minimum qualifications: Master's degree in Social Work or Marriage, Family Therapy. License preferred. Experience with homeless population.					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 77,746.00	3.00	12	1.00	\$	233,239

Staff Position 6: Housing Specialist					
Brief description of job duties: Manage the daily Stabilization Room reservations and activity. Prepare reports.					
Minimum qualifications: Bachelors degree. Computer skills and database management. Experience with homeless population.					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 57,784.00	1.00	12	1.00	\$	57,784

Staff Position 7: Program Coordinator for Engagement Specialist Mobile Team					
Brief description of job duties: Manage schedules, manage team operation, analyze progress, relate to community					
Minimum qualifications: Master's degree in a Health Science, experience managing a team, knowledge of the population, computer skills					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 71,443.00	1.00	12	1.00	\$	71,443

**DPH 6: BHS BUDGET JUSTIFICATION**

Contractor Name: Public Health Foundation Enterprises, Inc.  
 Program Name: SFHOT  
 Funding Term: 7/01/16-06/30/17

Appendix #: B-1b

Staff Position 8: SFHOT Specialist I					
Under direction of SW or MFT provide support for homeless clients in benefits, housing, treatment linkages, therapeutic transport, street outreach, and case management. Help program participants engage or re-engage with community resources including jobs.					
Brief description of job duties: engage with community resources including jobs.					
Minimum qualifications: Associates degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 48,244.00	36.00	12	1.00	\$ 1,736,771	

Staff Position 9: SFHOT Specialist II					
Under direction of SW or MFT provide support for clients in benefits, housing, treatment linkages, therapeutic transport, street outreach, and case management. Help program participants engage or re-engage with community resources including jobs.					
Brief description of job duties: community resources including jobs					
Minimum qualifications: Bachelor's or Master's degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 57,784.00	21.00	12	1.00	\$ 1,213,472	

Staff Position 10: SFHOT Specialist I Library Position					
Under direction of SW or MFT provide support for clients in benefits, housing, treatment linkages, therapeutic transport, street outreach, and case management. Help program participants engage or re-engage with community resources including jobs.					
Brief description of job duties: SFHOT Specialist I for Public Library neighborhood locations					
Minimum qualifications: Associates degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 48,244.00	0.77	12	1.00	\$ 37,148	

Staff Position 11: Health & Safety Associates					
San Francisco Public Library Health & Safety Associates identify health & safety concerns at the library, and interact and practice effective outreach techniques with homeless populations. Part-time positions- \$13/hr					
Brief description of job duties: interact and practice effective outreach techniques with homeless populations. Part-time positions- \$13/hr					
Minimum qualifications: Prior personal experience with homelessness, knowledge of the client population, ability to work with a diverse staff & clientele, able to speak, write and read English, and ability to use the internet					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 30,888.00	2.64	12	1.00	\$ 81,596	

Staff Position 12: Specialist II- EMS 6					
In collaboration with EMS6 and under direction of SW or MFT provide support for clients in benefits, housing, treatment linkages, therapeutic transport, street outreach, and case management. Help program participants					
Brief description of job duties: treatment linkages, therapeutic transport, street outreach, and case management. Help program participants					
Minimum qualifications: Bachelor's or Master's degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 57,784.00	2.00	12	1.00	\$ 115,569	

**DPH 6: BHS BUDGET JUSTIFICATION**

Contractor Name: Public Health Foundation Enterprises, Inc.  
 Program Name: SFHOT  
 Funding Term: 7/01/16-06/30/17

Appendix #: B-1b

<b>Staff Position 13: 101 Grove Health &amp; Safety Associate</b>				
Brief description of job duties: 101 Grove Health & Safety Associate will identify health & safety concerns at 101 Grove Street and interact and practice effective outreach techniques with homeless populations. Part-time position.(\$13/hr)				
Minimum qualifications: Prior personal experience with homelessness, knowledge of the client population, ability to work with a diverse staff & clientele, able to speak, write and read English, and ability to use the internet				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$ 27,716.00	0.75	12	1.00	\$ 20,787

Total FTE: 72.16

Fringe Benefit %:

Total Salaries: \$ 3,791,592

36.33% \$ 1,377,409

**TOTAL SALARIES & BENEFITS: \$ 5,169,001****2) OPERATING EXPENSES:****Occupancy:**

Brief description of expense: \$6000/mo * 12 months	Rent: \$	72,000
Brief description of expense: \$1000/mo * 12 months	Utilities: \$	12,000
Brief description of expense: \$500/mo * 12 months	Building Maintenance: \$	6,000
Brief description of expense: \$55/mo * 95 mobile devices * 12 months: Mobile Devices include but not limited to cellular phones, and handheld computers/devices/tablets; in addition, Library funding for Cell Phone purchase and service for FY16-17	Mobile Phones \$	66,380
<b>Total Occupancy: \$</b>		<b>156,380</b>

**Materials & Supplies:**

Brief description of expense: \$15/employee/month x 75 employees x 12 months	Office Supplies: \$	13,500
Brief description of expense: \$3167/mo * 12 mo, including, but not limited to employee uniforms, medical supplies (gloves, hand sanitizer, masks, lice, flea and tick treatments, etc.), containers, as needed office furniture needs (office chairs, desks, etc.), and gift cards for staff, as approved by program directors (ex. safe driver incentive)	Program Supplies: \$	38,000
Brief description of expense: \$6,000 is budgeted for the purchase of computer equipment for IT mandated replacement of older, dated and broken computers and electronic devices, and as needed for new staff members. Budgeted at \$2,000 per computer x 3 computer systems	Computer Hardware/Software \$	6,000
<b>Total Materials &amp; Supplies: \$</b>		<b>57,500</b>

**General Operating:**

Brief description of expense: \$1500/mo * 12 months for trainings for the SFHOT team, including but not limited costs associated with CPR, First Aid, Course fees, specialized homeless and trauma experts, staff care and resilience, and staff development activities that support SFHOT.	Training/Staff Development \$	18,000
Brief description of expense: Equipment Leases & Maintenance to support the SFHOT operations including but not limited to Copier lease at \$200/mo * 12 months	Equipment Lease and Maintenance: \$	2,400
Brief description of expense: Storage at \$250/mo * 12 months	Offsite Storage: \$	3,000

**DPH 6: BHS BUDGET JUSTIFICATION**

Contractor Name: Public Health Foundation Enterprises, Inc.  
 Program Name: SFHOT  
 Funding Term: 7/01/16-06/30/17

Appendix #: B-1b

Brief description of expense: Annual expense \$10,000	Audit & Accounting: \$	10,000
	<b>Total General Operating: \$</b>	<b>33,400</b>
<b>Staff Travel:</b>		
	Local Travel \$	2,500
Brief description of expense: \$2500 for local travel to include toll receipts, and clipper cards for client drop off, when approved by the director or designee		
	Out-of-Town Travel \$	8,000
Brief description of expense: \$2000 * 4 staff for Healthcare for Homeless and Street Medicine conferences		
	<b>Total Staff Travel: \$</b>	<b>10,500</b>
<b>Consultants/Subcontractors:</b>		
Brief description of expense: \$75,000 annually for Representative Payee Services	Consultants/Subcontractors: \$	75,000
	Consultants/Subcontractors: \$	121,000
Brief description of expense: \$3000 per month x 12 months for software updates direction of IT dept for building electronic med record for homeless services- in addition, \$85,000 carried over from FY15-16 for IT Professional Services.		
	Consultants/Subcontractors: \$	483,457
Brief description of expense: \$340600 to professional services & registries for bringing in on-call medical and driver services during staff shortage; \$142857 for professional registry- CES Sobering Patrol		
	Consultants/Subcontractors: \$	6,000
Brief description of expense: Cleaning Services- TBD: Professional Cleaning Services for extremely hazardous rooms, budgeted at \$1,200 x 5 rooms/year		
	Consultants/Subcontractors: \$	4,240
Brief description of expense: Homeless best practice consultants to align with nation-wide initiatives		
	<b>Total Consultants/Subcontractors: \$</b>	<b>689,697</b>
<b>Other:</b>		
	Other Client Related Supplies & Expenses: \$	66,000
Brief description of expense: \$5500/mo for 12 months for client related supplies and expenses to support homeless clients. Expenses include, but not limited to obtaining IDs, documents, engagement incentives and supplies, gift cards, food, clothing, bedding, hygiene supplies, moving costs for transporting client related supplies, etc.		
	Other Participant Stipends \$	6,400
Brief description of expense: \$400 per participant for participation & successful completion of the GROW Program. \$250 to be issued at the completion of phase 3, and \$150 to be issued at the completion of phase 4. Budgeted at an estimated 16 successful completed participation per year x \$400 per participant		
	Other Vehicle Parking: \$	66,000
Brief description of expense: \$275 per vehicle x 20 vehicles x 12 months		
	Other Vehicle Maintenance: \$	18,000
Brief description of expense: Required maintenance on vehicles, including but not limited to oil changes, tires maintenance, and damage/accident repair		
	Other- Vehicle Expenses \$	41,200
Brief description of expense: \$3433 per month for 12 months. Vehicle expenses includes installation, insurance and interest expenses, as approved by program directors, related to SFHOT Vehicles, including but not limited to the installation of GPS (including monthly charges), auto insurance, radios, fuel, and other supplies and equipment needed for the safety and monitoring of the SFHOT fleet.		
	Other Vehicle Rental: \$	6,000
Brief description of expense: 2 rentals per month \$250 per rental x 12 months		
	<b>Total Other: \$</b>	<b>203,600</b>
	<b>TOTAL OPERATING EXPENSES: \$</b>	<b>1,151,077</b>

**DPH 6: BHS BUDGET JUSTIFICATION**

Contractor Name: Public Health Foundation Enterprises, Inc.  
 Program Name: SFHOT  
 Funding Term: 7/01/16-06/30/17

Appendix #: B-1b

**3) CAPITAL EXPENDITURES:**

(If needed. A unit valued at \$5,000 or more)

Brief description of expense: _____	Capital Expenditure 1: _____
_____	_____
Brief description of expense: _____	Capital Expenditure 2: _____
_____	_____
Brief description of expense: _____	Capital Expenditure 3: _____
_____	_____

**TOTAL CAPITAL EXPENDITURES: \$ -**

**TOTAL DIRECT COSTS: \$ 6,320,078**

**4) INDIRECT COSTS**

**Brief description of Indirect Cost Expenses:**

**Amount**

Indirect costs cover fiscal and human resources management staff and systems costs.	\$ 758,410
Costs calculated at 12% of total costs.	

An allocation of administrative & support staff salary and related fringe benefits and general overhead expenses related to the contract. Rate is 12% of Direct Cost.

**TOTAL INDIRECT COSTS: \$ 758,410**

**TOTAL EXPENSES: \$ 7,078,488**

**DPH 7: Contract-Wide Indirect Detail**

Contractor Name:	Public Health Foundation Enterprises, Inc.	Appendix#: B-1b
Program Name:	SFHOT	Page #: 10
Document Date:	8/18/16	
Fiscal Year:	2016-2017	

**1. SALARIES & BENEFITS**

Position Title	FTE	Salaries
Benefits Coordinator	0.10	7,491
Workers Comp & Safety Administrator	0.20	10,920
LOA Coordinator	0.20	13,655
HR Generalist - San Francisco	1.00	82,688
Data Support Analyst	1.00	42,000
HR Manager	0.10	11,000
Systems Analyst/Operations Coordinator	0.25	17,500
Contract & Grant Manager	0.45	39,690
Sr Admin Analyst - San Francisco	1.00	88,200
Project Accountant	0.50	29,000
Payroll Manager	0.10	11,000
Payroll Specialist	0.20	12,000
Project Accountant Supervisor	0.26	24,024
Project Accountant Manager	0.05	5,500
Controller	0.05	7,500
Director, Contract and Grant Management	0.15	25,500
HR Officer	0.10	15,000
CFO	0.10	25,000
CEO	0.07	28,000
<b>SUBTOTAL SALARIES</b>		<b>495,668</b>
<b>EMPLOYEE FRINGE BENEFITS</b>	<b>31.10%</b>	<b>154,153</b>
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>649,820</b>

**2. OPERATING COSTS**

Expense line item:	Amount
Occupational Inoculations	3,050
Employee Background Checks	5,080
Job Posting/Recruitment	1,500
HR Materials (policy procedure manuals, training manuals)	3,000
Staff Travel	43,189
Physical Check	12,000
Check Delivery	2,000
HQ Liability Insurance	23,771
Staff Travel/SFHOT EE Mileage	15,000
<b>TOTAL OPERATING COSTS</b>	<b>108,590</b>

<b>TOTAL INDIRECT COSTS (Salaries &amp; Benefits + Operating Costs)</b>	<b>758,410</b>
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**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.

**3. CERTIFICATION REGARDING LOBBYING**

CONTRACTOR certifies to the best of its knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

C. CONTRACTOR shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4. MATERIALS REVIEW**

Contractor agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. Contractor agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. City agrees to conduct the review in a manner which does not impose unreasonable delays on Contractor's work, which may include review by members of target communities.

#### **5. EMERGENCY RESPONSE**

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.



## San Francisco Department of Public Health

## Business Associate Agreement

This Business Associate Agreement (“Agreement”) supplements and is made a part of the contract (“Contract”) by and between the City and County of San Francisco, the Covered Entity (“CE”), and Public Health Foundation Enterprises, Inc. (“Contractor”), the Business Associate (“BA”), dated August 1, 2014 (CMS #7492). To the extent that the terms of the Contract are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

**RECITALS**

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).

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

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the 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”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this 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



San Francisco Department of Public Health  
Business Associate Agreement

whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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

**c. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, 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** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.



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

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

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

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

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

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

## **2. Obligations of Business Associate.**

**a. Attestations.** The BA will be required to complete and return to CE (and retain in BA's records for a period of seven years) the following forms, incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1), Data Security (Attachment 2) and Compliance (Attachment 3) within ninety (90) calendar days from the execution of the Contract. If CE makes changes to any of these forms during the term of the Contract that CE believes are substantial, the BA will be required to complete and return CE's updated forms to CE within ninety (90) calendar days from the date that CE provides BA with written notice of such changes.



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**b. User Agreements.** The BA shall maintain proof that it has provided all of its employees or agents that will access SFDPH PHI with medical confidentiality and security training and signed forms from the employees/agents acknowledging having received such training, prior to accessing SFDPH PHI for the first time and annually thereafter during the term of the Contract, and retain in BA's records for a period of seven years.

**c. 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 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)].

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract 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 satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose 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



## San Francisco Department of Public Health

## Business Associate Agreement

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.

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

**g. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.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.

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least 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



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Business Associate Agreement

known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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

**k. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**l. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.



San Francisco Department of Public Health  
Business Associate Agreement

**m. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**n. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the 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, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this 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



## San Francisco Department of Public Health

## Business Associate Agreement

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.

**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



San Francisco Department of Public Health

Business Associate Agreement

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.

Attachment 1 – SFDPH Privacy Attestation, version 10/29/15

Attachment 2 – SFDPH Data Security Attestation, version 10/29/15

Attachment 3 – SFDPH Compliance Attestation, version 10/29/15

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

Organization Name:	Contractor City
	Vendor ID

**SFDPH PRIVACY ATTESTATION**

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement (BAA) in compliance with the Health Information Portability and Accountability Act (HIPAA) and other patient confidentiality laws and regulations. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

Yes	No*	DOES YOUR ORGANIZATION...
A		Have formal Privacy Policies? (use of SFDPH Privacy Policies will suffice for "yes")
B		Have a designated Privacy Officer? The Privacy Officer is your organization's designated person who will authorize your employee's "Systems Access Request (SAR) Form". [Note: SARs will NOT be processed by SFDPH without this person's signature.]
		If yes: Privacy Officer Name Phone # Email:
C		Require Privacy Training for all employees who have access to PHI upon hire and annually thereafter? (Use of SFDPH Privacy/Data Security Training will suffice for "yes"). [Beginning in FY1516, DPH will require document retention for 7 years.]
D		Have proof that employees upon hire, and annually thereafter, have signed the SFDPH "User Confidentiality, Security, and Electronic Signature Form"? [Beginning in FY1516, DPH will require document retention for 7 years.]
E		Have evidence that SFDPH was notified to de-provision employees who have access to SFDPH PHI within 2 business days for regular terminations and within 24 hours for terminations due to cause?
F		Assure that staff who download, create, or transfer PHI offsite (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that PHI is only transferred or created on devices that are encrypted?
G		Have (or will have if/when applicable) BAAs with subcontractors or vendors who create, receive, maintain or transmit SFDPH PHI.

Does your organization serve patients/clients for or on behalf of DPH? If YES, answer h-k. If NO, these questions are not applicable, please go directly to ATTEST.

Yes	No*	DOES YOUR ORGANIZATION...
H		Have evidence in each patient's/client's chart or electronic file that the Privacy Notice was provided in the patient's language (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms are available from SFDPH).
I		Have visibly posted the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?
J		Have documented each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?
K		When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Federal Privacy Rule) are obtained PRIOR to releasing a patient's/clients health information?

**ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.**

ATTESTED by Privacy Officer	Name (print)	Signature	Date
ATTESTED by CEO / Exec Director	Name (print)	Signature	Date
ATTESTED by Chair, Board of Directors / Trustees	Name (print)	Signature	Date

\* **EXCEPTIONS:** If you have answered "NO" to any question in A-G or H-K (if applicable), please contact OCPA at [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Organization Name:		Contractor City Vendor ID	
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**SFDPH DATA SECURITY ATTESTATION**

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement in compliance with the Health Information Portability and Accountability Act (HIPAA, ADMINISTRATIVE 45 CFR 164.308(a)(8)), Health Information Technology for Economic and Clinical Health Act (HITECH), and the American Institute of Certified Public Accountants (AICPA) requirements. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

YES	NO*	DOES YOUR ORGANIZATION...
A		Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/ HITECH at least every two years? [Beginning in FY1516, DPH will require document retention for 7 years.]
B		Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans? Date of last Data Security Risk Assessment/Audit Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report
C		Have a formal Data Security Awareness Program?
D		Have a designated Security Officer? If yes: IT Security Officer      Phone #      Email:
E		Require Data Security training for all employees who have access to PHI upon hire and annually thereafter? (Use of <u>SFDPH Privacy/Data Security Training</u> will suffice for "yes".) [Beginning in FY1516, DPH will require document retention for 7 years.]
F		Have policies and procedures to detect, contain, and correct security violations? (Use of <u>SFDPH Privacy Policies</u> will suffice for "yes".)
G		Have (or will have if/when applicable) <u>Business Associate Agreements</u> with subcontractors or vendors who create, receive, maintain or transmit SFDPH PHI.
H		Have (or will have if/when applicable) a diagram (of how SFDPH data flows between your organization and this downstream or 3rd party entity (including named users, access methods, on-premise data hosts, processing systems, etc.)?)

**ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.**

ATTESTED by Data Security Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

\* **EXCEPTIONS:** If you have answered "NO" to any question, please contact OCPA at [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Organization Name:		Contractor City	
		Vendor ID	

**SFDPH COMPLIANCE ATTESTATION**

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement in compliance with Medicare Medicaid Conditions of Participation, False Claims Act and other ethics/compliance laws and regulations. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

YES	NO*	DOES YOUR ORGANIZATION...
A		Have a formal Compliance Program?
B		Have a designated Compliance Officer?
		If yes: Compliance Officer Name      Phone #      Email:
C		Require all employees who have access to SFDPH Systems or PHI to take Compliance training upon hire and annually thereafter? (Use of SFDPH compliance training will suffice for "yes".) [Beginning in FY1516, DPH will require you to retain these records for 7 years.]
D		Have proof that employees upon hire, and annually thereafter, have signed agreement to the SFDPH "Code of Conduct"? [Beginning in FY1516, DPH will require document retention for 7 years.]
E		Have mechanisms in place to identify and promptly respond to compliance deficiencies and report to the SFDPH all identified compliance deficiencies related to services that were billed by SFDPH or that could jeopardize your organization's continued participation in government health care programs, including Medicare or Medi-Cal funded programs?
F		Publicize and promote the SFDPH Compliance and Privacy Hotline number (1-855-729-6040) or the City's Whistleblower Program including posting a notice of whistleblower protections in staff areas where it can be seen?
G		Have a Code of Conduct or Ethics policy that includes a mechanism for staff to confidentially and anonymously report potential compliance concerns as well as a strict non-retaliation policy (Use of SFDPH Compliance policies will suffice for "yes".)?
H		Have mechanisms in place to review the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) exclusion lists upon initial hire and monthly thereafter to ensure that no employee, temporary employee, volunteer, consultant, or governing body member responsible for administering or delivering Federal Healthcare Program services is excluded from (may not work in) a federal health care program? [False Claims Act]
I		Require (or will require, if/when applicable) subcontractors/vendors to comply with all requirements in this Attestation?

**ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.**

ATTESTED by Compliance Officer	Name (print)	Signature	Date
ATTESTED by CEO / Exec Director	Name (print)	Signature	Date
ATTESTED by Chair, Board of Directors / Trustees	Name (print)	Signature	Date

**\* EXCEPTIONS:** If you have answered "NO" to any question, please contact OCPA at [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F-1b (GF-SA)  
PAGE A

Control Number

\_\_\_\_\_

**Contractor:** Public Health Foundation Enterprises, Inc.

**Address:** 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746

**Tel. No.:** (562) 699-7320  
**Fax No.:**



**Funding Term:** 07/01/2016 - 06/30/2017

**PHP Division:** Behavioral Health Services

**INVOICE NUMBER:** S01 JL 16

**Ct. Blanket No.:** BPHM TBD

User Cd

**Ct. PO No.:** POHM TBD

**Fund Source:** General Fund

**Invoice Period:** July 2016

**Final Invoice:** \_\_\_\_\_ (Check if Yes)

**ACE Control Number:** \_\_\_\_\_

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1b SFHOT - HMHSCCRES227</b>												
SecPrev-19 SA-Sec Prev Outreach	5,242	4,500			-	-	0%	0%	5,242	4,500	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Personnel Expenses</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Operating Expenses:</b>					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ 142,857.00	\$ -	\$ -	0.00%	\$ 142,857.00
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ 142,857.00	\$ -	\$ -	0.00%	\$ 142,857.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 142,857.00	\$ -	\$ -	0.00%	\$ 142,857.00
Indirect Expenses	\$ 17,143.00	\$ -	\$ -	0.00%	\$ 17,143.00
<b>5</b>	\$ 160,000.00	\$ -	\$ -	0.00%	\$ 160,000.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Send to:  
Behavioral Health Services-Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

**DPH Authorization for Payment**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F-1b (PL-WO)  
PAGE A

Control Number

\_\_\_\_\_

INVOICE NUMBER: **HOM2 JL 16**

Contractor: **Public Health Foundation Enterprises, Inc.**

Ct. Blanket No.: BPHM **TBD**

User Cd

Address: **12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746**

Ct. PO No.: POHM **TBD**

Tel. No.: (562) 699-7320

Fund Source: **County DSHS - Library Work Order**

Fax No.:



Invoice Period: **July 2016**

Funding Term: **07/01/2016 - 06/30/2017**

Final Invoice: \_\_\_\_\_ (Check If Yes)

PHP Division: **Behavioral Health Services**

ACE Control Number: \_\_\_\_\_

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1b SFHOT - HOMSFOHWO</b>												
SecPrev-19 SA-Sec Prev Outreach	6,741	244			-	-	0%	0%	6,741	244	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 118,744.00	\$ -	\$ -	0.00%	\$ 118,744.00
Fringe Benefits	\$ 26,538.00	\$ -	\$ -	0.00%	\$ 26,538.00
<b>Total Personnel Expenses</b>	<b>\$ 145,282.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 145,282.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Mobile Phones	\$ 3,680.00	\$ -	\$ -	0.00%	\$ 3,680.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 3,680.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 3,680.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 148,962.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 148,962.00</b>
Indirect Expenses	\$ 17,875.00	\$ -	\$ -	0.00%	\$ 17,875.00
<b>5</b>	<b>\$ 166,837.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 166,837.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Send to:  
Behavioral Health Services-Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F-1b (DHSF-GF)  
PAGE A

Control Number

\_\_\_\_\_

Contractor: **Public Health Foundation Enterprises, Inc.**

Address: 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746

Tel. No.: (562) 699-7320

Fax No.:

**BHS**

Funding Term: 07/01/2016 - 06/30/2017

PHP Division: Behavioral Health Services

INVOICE NUMBER: HOM1 JL 16

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: County DHSF - General Fund

Invoice Period: July 2016

Final Invoice: \_\_\_\_\_ (Check if Yes)

ACE Control Number: \_\_\_\_\_

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1b SFHOT - HOMSFOHGF</b>												
SecPrev-19 SA-Sec Prev Outreach	122,371	7,073			-	-	0%	0%	122,371	7,073	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 3,427,627.00	\$ -	\$ -	0.00%	\$ 3,427,627.00
Fringe Benefits	\$ 1,261,709.00	\$ -	\$ -	0.00%	\$ 1,261,709.00
<b>Total Personnel Expenses</b>	<b>\$ 4,689,336.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 4,689,336.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 152,700.00	\$ -	\$ -	0.00%	\$ 152,700.00
Materials and Supplies	\$ 67,500.00	\$ -	\$ -	0.00%	\$ 67,500.00
General Operating	\$ 33,400.00	\$ -	\$ -	0.00%	\$ 33,400.00
Staff Travel	\$ 10,500.00	\$ -	\$ -	0.00%	\$ 10,500.00
Consultant/ Subcontractor	\$ 546,840.00	\$ -	\$ -	0.00%	\$ 546,840.00
Other: Client Related Supplies & Expenses,	\$ 203,600.00	\$ -	\$ -	0.00%	\$ 203,600.00
Participant Stipends, Vehicle Parking, Vehicle	\$ -	\$ -	\$ -	0.00%	\$ -
Maintenance, Vehicle Expenses & Van Lease	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 1,004,540.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,004,540.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 5,693,876.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 5,693,876.00</b>
Indirect Expenses	\$ 723,392.00	\$ -	\$ -	0.00%	\$ 723,392.00
<b>5</b>	<b>\$ 6,417,268.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 6,417,268.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

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

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

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

Printed Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Send to:  
Behavioral Health Services-Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F-1b (DHHS-SAMHSA)  
PAGE A

Control Number

\_\_\_\_\_

Contractor: Public Health Foundation Enterprises, Inc.

Address: 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746

Tel. No.: (562) 699-7320

Fax No.:

**BHS**

Funding Term: 07/01/2016 - 06/30/2017

PHP Division: Behavioral Health Services

INVOICE NUMBER: HOM3 JL 16

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: Federal DSH - SAMHSA PATH Grant

Invoice Period: July 2016

Final Invoice: \_\_\_\_\_ (Check if Yes)

ACE Control Number: \_\_\_\_\_

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1b SFHOT - HOMSFHOTGR HMPATH-17												
SecPrev-19 SA-Sec Prev Outreach	9,332	990			-	-	0%	0%	9,332	990	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 245,221.00	\$ -	\$ -	0.00%	\$ 245,221.00
Fringe Benefits	\$ 89,162.00	\$ -	\$ -	0.00%	\$ 89,162.00
<b>Total Personnel Expenses</b>	<b>\$ 334,383.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 334,383.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 334,383.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 334,383.00</b>
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
5	\$ 334,383.00	\$ -	\$ -	0.00%	\$ 334,383.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

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

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

Printed Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Send to:  
Behavioral Health Services-Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date





*This Endorsement Changes The Policy. Please Read It Carefully*  
**ADDITIONAL INSURED BLANKET - PRIMARY**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM - OCCURRENCE**  
**SCHEDULE**

**Name of Person or Organization:**

Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown on 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insured, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which 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 for a principal as a part of the same project.

If you are required by a written contract to provide primary insurance, this policy shall be primary as respects to your negligence and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 06/01/2016  
 forms part of Policy Number LHC829481  
 issued to PUBLIC HEALTH FOUNDATION                      Endorsement No.: 04  
 ENTERPRISES INC  
 by: Landmark American Insurance Company

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

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/01/2016	Countersigned By:  (Authorized Representative)
Named Insured: Public Health Foundation Enterprises	

**SCHEDULE**

<b>Name of Person(s) or Organization(s):</b> The City and County of San Francisco
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

SF Dept of Public Health  
Office of Contracts Management and Compliance  
101 Grove Street, Room 402  
San Francisco, CA 94102

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/01/2016

Policy No.: 100 0001023

Endorsement No.:

Insured: Public Health Foundation Enterprises, Inc.

Premium: 0.00



Insurance Company: Starr Indemnity & Liability Co.

Countersigned by: \_\_\_\_\_