San Francisco Department of Public Health

Contract Development & Technical Assistance (CDTA)

August 6, 2015

Utilizing sound business practices, CDTA facilitates the development of city health delivery system contracts, thus ensuring the availability of community services that protect and promote the health of all San Franciscans.
Today’s Overview

- Nonprofit Business Development
- Controller’s Office
- Northern CA Community Loan Fund
- Office of Compliance & Privacy Affairs
- Budget Office
- Business Office Contract Compliance
- Contract Development & Technical Assistance
- Office of Contract Management & Compliance
Nonprofit Business Development

Lex Leifheit
Nonprofit Business Development Manager
City Hall, Room 448
(415) 554-6959
lex.leifheit@sfgov.org
Supporting San Francisco Nonprofits: Nonprofit Business Development Manager
Background

• 6,000 nonprofits call San Francisco home and provide essential services
• More than 1,000 nonprofits contracted with the City in the past year or one of the two previous years
• A new position was created within the Office of Economic and Workforce Development to provide a single point of contact for nonprofits and support long-term progress toward attracting and retaining NPOs
Direct Assistance

- Connect organizations to technical assistance and financing resources available from the City and partner providers
- Connect NPOs with private industry professionals who have expressed interest in assisting nonprofits
- Conduct proactive business outreach to make these tools and resources easily accessible
Real Estate Assistance

• Promote resources including Nonprofit Displacement Mitigation Fund
• Identify barriers to stability and expansion
• Track progress and outcomes for organizations that have received assistance

Photos: new homes for Root Division (l) and Gray Area Art & Technology
Partnerships

Interface and coordinate with public and private partners including Mayor’s Office of Housing and Community Development
• Arts Commission
• Nonprofit service organizations
• Foundations
• Professional service providers

Develop cooperative strategies and solutions through policy, issue leadership, and strategic partnerships to best support sector.
Controller’s Office

Susan Smith

susan.smith@sfgov.org or (415) 554-6126

Controller’s nonprofit resources website:
http://www.sfcontroller.org/nonprofits
Nonprofit Monitoring & Capacity Building Program

• What it is/purpose?
  – Joint Citywide fiscal and compliance monitoring for nonprofit organizations that have multiple City contracts (120+ orgs)
  – Saves nonprofits time and City taxpayers resources
  – NOT an audit!
  – Training & TA to nonprofits and City depts.
  – Corrective Action Policy
  – Reporting (no findings, most findings, repeated findings)
  – Corrective Action Policy

• Who is involved? 9 depts.
  – Department of Public Health, First Five, Department of Children Youth & Their Families, Department on the Status of Women, Human Services Agency, Mayor’s Office of Housing & Community Development, Office of Economic & Workforce Development, Arts Commission, Sheriff’s Department
Support to City-Funded Nonprofits

• **TA**
  – Nonprofits referred for TA by departments
  – Neighborhood-based TA program
  – Focus on budgeting, cost allocation procedures, financial reports, fundraising, board development
  – Nonprofit resources website: http://www.sfcontroller.org/nonprofits

• **Training**
  – Survey nonprofit contractors on training needs and changed course offerings (Budgeting, Strategy for Sustainability and Impact; Engaging Board in Governance & Fundraising)
  – 81 agencies trained and 34 agencies attended all 3 sessions
  – Next series: Spring 2016

• **New TA and Training Providers (Others pre-qualified)**
  – Northern California Community Loan Fund
  – Fiscal Management Associates
  – Social Policy Research Associates
  – CompassPoint Nonprofit Services
FY 15-16 Future Directions

1. Review and revise monitoring standards (with nonprofit input)
2. Review departmental audit requirements and develop a citywide framework
3. Train on OMB Super Circular Guidelines
4. Increase support/capacity of both City contract monitors and nonprofits
5. Ensure consistent accountability & enforcement for nonprofits & City Departments
San Francisco Nonprofit Displacement Mitigation Program for the Arts, Cultural, and Social Service Sectors

Through the NPD program, NCCLF provided financial assistance to support the tenant improvements at Lutheran Social Services’ new San Francisco location

Presented by:
The Northern California Community Loan Fund
August 6, 2015 www.ncclf.org

Joanne Lee, Director of Consulting Services and Program Development
Nonprofit Displacement Mitigation Program

• Supports arts, culture, and social services nonprofits amidst a volatile real estate market
• Serving nonprofits:
  ▪ At risk of permanent displacement
  ▪ Previously displaced since September 30, 2012
  ▪ With rents at substantially higher levels than previous rents
• Services: Technical and Financial Assistance
• NCCLF Partners:
Technical Assistance Awards

• **Requirements:**
  - Demonstrate a risk of displacement in the next 24 months or have been displaced but lack site control

• **Services provided:**
  - Financial assessment
  - Space planning
  - Identifying/evaluating potential sites
  - Developing construction budgets and timelines
  - Analyzing potential funding sources
  - Referrals to architect, engineers, contractors, attorneys
Technical Assistance Awards

- **Year 1 Impact:**
  - Technical assistance to 18 social service organizations, and 16 arts organizations
  - One-on-one consulting and a 3 part workshop series
  - Series covered: organizational and financial capacity, location considerations, space planning, calculating budgets, leasing, funding sources, predevelopment and construction

NCCLF assisted Roxie in securing their lease.

*Photo credit: Roxie Theater*
Financial Assistance Awards

• Requirements:
  ▪ Organizations displaced and relocated or have renewed leases at substantially higher rental rates since September 30, 2012
  ▪ Site control and a 3 year lease minimum

• Awards:
  ▪ Up to $50,000 for organizations with a 3 to 4 year lease
  ▪ Up to $100,000 for organizations with 5 or more years on a lease

• Uses of financial assistance funds:
  ▪ Acquisition
  ▪ Tenant improvements
  ▪ Predevelopment expenses
  ▪ Holding costs
  ▪ Rent stipend (covering the rent differential for up to 6 months)
Financial Assistance Awards

Year 1 Impact: $595,591 awarded to 11 social service organizations
Financial Assistance Awards

Year 1 Impact: $400,000 awarded to 5 arts organizations

Women's Audio Mission

Root Division

Gray Area

boxcar theatre

(c) Northern California Community Loan Fund 2013
Online Application: Technical Assistance

• Applications accepted on a rolling basis
• Decisions made within 45 days

Requirements:

- Lease expiration date
- Current rent amount and square footage
- Indicate the consulting service(s) most beneficial for your needs

NCCLF provided consulting services including a financial feasibility analysis and site selection assistance for Hospitality House.
Online Application: Financial Assistance

• Applications open: August 5

• Due: Friday, October 2, 2015

• Requirements:
  ▪ New Lease expiration date (3 yr. min.) or purchase agreement
  ▪ Rent or purchase price
  ▪ Amount applying for and use of funds
  ▪ Financial hardship incurred

The grand opening of St. Anthony’s Dining Room, a project where NCCLF served as the financing consultant.
Applications must be received by **Friday October 2, 2015**. For more information and the online application, please visit: [www.ncclf.org/npdmitigation](http://www.ncclf.org/npdmitigation)

**Questions?**
Joanne Lee  
Dir. of Consulting Services  
jlee@ncclf.org

*Through the NPD program, NCCLF provided financial assistance to support the build out at Lutheran Social Services’ new San Francisco location*
Maria X Martinez, MPAffairs
Director, Office of Compliance and Privacy Affairs
Chief Integrity Officer

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Director of Health
Barbara Garcia

Finance
Greg Wagner

DPH Business Office
Michelle Ruggels

Contract Development and Technical Assistance
Michelle Long

Office of Contracts Management and Compliance
Jacquie Hale

Business Office of Contract Compliance
(Vacant)

Budget Unit
Shirley Giang

CBHS Facilities and Operations
(Vacant)

CDTA

Grants Administration
Upcoming RFPs

- Awards made under 2009 “mega” RFP expiring 12/31/15
- DPH is systematically evaluating needs in context of Affordable Care Act and other Statewide changes
  - Planning done in some areas, continuing in others
  - Will update contractors on conclusions and next steps
- Goal: RFPs to be issued on a rolling basis
  - Most planned for issue in 15-16, services start 7/1/16
  - Others for services to start 7/1/17
- DPH requesting sole source extensions thru 12/31/17
Business Office Improving the Certification Process

- **Shared database in development**
  - For tracking and information sharing, which will enable staff to immediately identify a “stuck” contract
  - Implementation expected in 2016-17

- **Evaluation process being planned**
  - To review and improve current procedures related to contract and monitoring to identify improvements
  - Implementation expected to begin 2015-16, continue 2016-17

- **Strengthening tracking and reporting processes**
  - To ensure that Board of Supervisors and Civil Service Commission approval is obtained in as timely a manner as possible to prevent contract certification (and thus payment) delays
Programs shall all source data necessary to substantiate performance objectives. Programs may not just provide percentage of objective achieved, but must also provide the data and formulas used to calculate the objective performance.

- BOCC Monitors will begin using more specific and detailed checklists for program monitoring visits – see PDC.

- Programs must comply with the Trauma Informed Systems Initiative & Workforce Training – see PDC.

- There have been changes to the privacy and compliance requirements – see PDC, which now requires written attestations.

- Programs collecting protected health information must obtain new HIPAA posters.

- Programs that use Avatar must run the Avatar Duplicate Billing Report.

- Programs staffed with clinicians must have a list of all staff, noting who is licensed or waivered, and keep copies licenses/waivers.
Agencies with new and existing programs, proposing new locations or site expansion, are required to adhere to the DPH Good Neighbor Policy, which is a departmental adaptation of San Francisco’s “Citizen’s Right-to-Know Act of 1998” (also referred to as Prop. I).

The Prop I legislation dictates mandatory community notification requirements within a specific radius to the proposed new or expanded site, followed by a community meeting(s) and a DPH Health Commission hearing.

The Department has prepared specific documents to assist agencies in understanding and meeting these requirements:

- The “Proposition I Policy, Implementation Process and Instructions” contains an overview and includes specific agency implementation instructions; and
- The “Request for Program Service Change” is a template that should be completed and submitted to DPH 60 days prior to the implementation of a new program, or a move or expansion of an existing program.
- Contact your CDTA Program Manager for these forms.
## Business Office Contract Compliance

<table>
<thead>
<tr>
<th>Business Office Contract Compliance</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reanna Albert</td>
<td>255-3697</td>
<td><a href="mailto:Reanna.Albert@sfdph.org">Reanna.Albert@sfdph.org</a></td>
</tr>
<tr>
<td>Carlos Balladares</td>
<td>255-3752</td>
<td><a href="mailto:Carlos.Balladares@sfdph.org">Carlos.Balladares@sfdph.org</a></td>
</tr>
<tr>
<td>Marshia Herring</td>
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</tr>
<tr>
<td>Tom Mesa</td>
<td>255-3749</td>
<td><a href="mailto:Tom.Mesa@sfdph.org">Tom.Mesa@sfdph.org</a></td>
</tr>
</tbody>
</table>

Vacancies = 6
In FY15-16, the Department will receive a five percent CODB increase allocated over two years, meaning 2.5% of the total will be allocated in FY15-16 and an equal amount will be allocated in FY16-17. The allocation total will be determined on an agency’s eligible FY14-15 funding.

- For FFS Contracts, the CODB increase should result in a rate increase; there is no requirement to increase units of service.
- CODB allocation amount determination guided by same criteria as last year, including:
  - General Fund, Work-orders that are funded by General Fund monies, MediCal, including EPSDT, etc.
  - Grant funding IS NOT eligible for CODB award
  - Note: Mental Health Services Act (MHSA) funding has historically utilized its unspent carryforward funding to support a CODB amount equal to the same percentage provided by the Mayor and/or Board of Supervisors. However, as the funding stream flattens out and carry forward funding is no longer available, the MHSA funded services may not receive a CODB increase at the same levels as the General Fund. MHSA will support the 2.5% increase in FY15-16, and will determine funding availability in future years.
HIV Health Services, Housing and Urban Health (now Housing Services), HIV Prevention Section (now CHEP) issue a single Funding Notification Letter covering each year of the full contract term. Modification letters are being prepared to reflect the Cost of Doing Business increases and any other changes to the funding allocation since it was established.

CBHS is in the process of issuing Funding Notification letters, which are issued annually.

CBHS Funding Notification letters will be going out in the following order (if they haven’t been sent already):

- “New” services (e.g. post RFP) effective July 1 (with no ongoing funding pending the contract’s certification and thus a potential cash flow issue)
- No Funding Changes
- Funding Changes to reflect the Cost of Doing Business (CODB) funding
- Funding Changes with no contract negotiation requested by the agency or the Department
- Following Contract negotiations to finalize contract
  - The Department will not delay FN letters to include potential add-backs, if the purpose is not clear. This funding will be added as a modification.
- It is highly recommended that agencies adhere to the timeline and submit contract documents as indicated on the FN letter. Funding changes following the initial submission should be captured via a contract modification to ensure that there is no break in payment.
Consultant and Subcontractor Expenses—Requirements

- **Definition of Subcontractor/Consultant**
  - A subcontractor/consultant is a person/organization hired by a general contractor (aka DPH’s contract with an agency) to perform a specific task as part of the overall contract and is normally paid for these services by the originating general contractor.
  
  - The subcontractor/consultant is an extension of your contract; therefore, we have established standards that will enable us to monitor these expenses as part of the main contract, as well as adhere to the Controller’s audit standards.
Consultant and Subcontractor Expenses—Requirements, cont’d

- Consultant and Subcontractor Expenses for Cost Reimbursement and Fee-For-Service contract Invoices
  - Contracts that contain subcontractor/consultants’ expenses must submit a copy of all subcontractor contracts to their CDTA Program Manager prior to submission of the first invoice.
  - Invoice payments will be withheld until a copy of the subcontractor/consultant contract is on file with CDTA Program Manager.
  - Contractors that are providing reimbursement to subcontractors and/or consultants must attach a copy of the subcontractor/consultant’s invoice each time the contractor’s monthly invoice includes these expenses.
Consultant and Subcontractor Agreement—Requirements

- Each Subcontract (including for a consultant) must specify:

1) The required scope of work;
2) Deliverables;
3) Budget with Detail by line item and budget justification;
4) Reimbursement rate;
5) Maximum amount reimbursable;
6) Invoicing and reporting requirements and timelines;
7) Term of agreement;
8) Dates and signatures of the Executive Directors of both entities; and
9) Statement acknowledging familiarity and agreement to comply with the terms of the prime contract (i.e., City and County boilerplate provisions) under which the understanding is valid,

- “Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.”
- “Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.”

10) Scheduled meeting requirements (if applicable);

11) A termination of the agreement change with a minimum of 30 days' notice (including specifically, transfer of current clients to alternative service providers, the storage/transfer of electronic/paper client records, etc);
If client charts will be opened, then, the following information must be also provided:

12) Supervision and quality assurance procedures and responsibilities (if applicable);

13) Name(s) and credentials/licenses of staff involved in the agreement (if applicable);

14) Client or service records maintenance requirements (i.e. data entry standards/timelines, who will have access to what level of client information, & location of paper and electronic files) (if applicable); and

15) Client referral procedure (if applicable).
Formula to be used on the Operating detail page:

Consultant/Subcontractor: (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)

Example:
MD. John/Jane Doe, LCSW - Clinical Consultant, Provides supervision of clinical staff weekly in Groups (7/1/14 - 6/30/15). The hourly rate is $165 per hour, with an average of 200 group hours provided during the fiscal year ($165 x 200 = $33,000).
New Invoice Requirements FY15-16

- Current Invoice—minimal detail required for Operating Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>EXPENSES THIS PERIOD</th>
<th>EXPENSES TO DATE</th>
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</thead>
<tbody>
<tr>
<td>Total Salaries</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Fringe Benefits</td>
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<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Personnel Expenses</td>
<td>$</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Operating Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>General Operating</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Consultant/ Subcontractor</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>$</td>
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<td>-</td>
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<tr>
<td>TOTAL DIRECT EXPENSES</td>
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<td>-</td>
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<tr>
<td>Indirect Expenses</td>
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<tr>
<td>TOTAL EXPENSES</td>
<td>$</td>
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<td>-</td>
</tr>
</tbody>
</table>
Supporting Documentation for Payment of Operating Expenses

- DPH will be requiring more detail from contractors when invoicing operating expenses for cost reimbursement invoices only. This is effective for FY 15-16 invoices.

- The change is a result of an audit conducted by the Controller's Office. They recommended that DPH require more documentation on actual expenses. (This requirement applies only to cost reimbursement invoices.)
Contractor must indicate the “actual” expense of the line item within the category of operating expenses (Occupancy, Staff Travel, Consultant/Subcontractor, Materials and Supplies, General Operating, Other) that corresponds to the contract budget (Appendix B).

For expenses under “Occupancy”, “Staff Travel”, “Materials and Supplies” and “General Operating” - fill in the monthly line item expenses and no additional details are required.

For “consultant/subcontractor” refer to the previous slides.

For expenses listed under "Other" fill in a description of items, the quantity purchased, the unit price per item and the total cost (eg. client incentives, 20 gift Safeway cards @ $10/card, total cost $200).
## New Invoice Requirements FY15-16, cont’d

Sample Worksheet to detail actual Operating Expenses for Cost Reimbursement Invoices

<table>
<thead>
<tr>
<th>Name of the Contractor</th>
<th>ABC Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice #</td>
<td>HNM23</td>
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<tr>
<td>Fiscal Year</td>
<td>FY15-16</td>
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<tr>
<td>Invoice Month</td>
<td>July 2015</td>
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### Operating Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Actual Expenses</th>
</tr>
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<tbody>
<tr>
<td>Office Rent</td>
<td></td>
<td></td>
<td>5,000.00</td>
</tr>
<tr>
<td>Utilities, Telephone, electricity, water, gas</td>
<td></td>
<td></td>
<td>200.00</td>
</tr>
<tr>
<td>Building repair &amp; maintenance</td>
<td></td>
<td></td>
<td>900.00</td>
</tr>
<tr>
<td><strong>Occupancy Total (C)</strong></td>
<td></td>
<td></td>
<td>5,700.00</td>
</tr>
<tr>
<td>Office supplies</td>
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<td></td>
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</tr>
<tr>
<td>Photocopying</td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Printing</td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Program supplies</td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Computer hardware/software</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Material &amp; Supplies Total (C)</strong></td>
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<td></td>
<td>600.00</td>
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<tr>
<td>Training &amp; travel development</td>
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<td>1,000.00</td>
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<tr>
<td>Insurance</td>
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<td>Professional license</td>
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<td>Fees</td>
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<td>0.00</td>
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<tr>
<td>Equipment lease &amp; maintenance</td>
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<td></td>
<td>1,000.00</td>
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<tr>
<td><strong>General Operating Total (C)</strong></td>
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<td>Local travel</td>
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<td>Out of town travel</td>
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<tr>
<td>Field expenses</td>
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<td><strong>Staff Travel Total (C)</strong></td>
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<td>Consultant/Subcontractor Name 1</td>
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<td>Consultant/Subcontractor Name 2</td>
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<td>Consultant/Subcontractor Name 3</td>
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<td><strong>Consultant/Subcontractor (D)</strong></td>
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<td>Credit reports</td>
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<td>Client related expenditures</td>
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<td>Stipends</td>
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<td>Allowable incentives</td>
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<td>Rental subsidies</td>
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<tr>
<td>Client food</td>
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<tr>
<td>Client activities</td>
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<td></td>
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</tr>
<tr>
<td>Client supplies</td>
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<tr>
<td>Vouchers</td>
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<tr>
<td>Client travel</td>
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<tr>
<td><strong>Total Operating Expenses</strong></td>
<td></td>
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<td>10,200.00</td>
</tr>
</tbody>
</table>

### Notes

- **(A)** For expenses listed under "Other" fill in a description of items, the quantity purchased, the unit price per item and the total cost.
- **(B)** Contractor must submit a copy of all subcontractor contracts to their CDTA Program Manager prior to submission of the first invoice. Contractors that are providing reimbursement to subcontractors and/or consultants must attach a copy of the subcontractor/consultant’s invoice each time the contractor’s monthly invoice includes these expenses.
- **(C)** For expenses under “Occupancy”, “Staff Travel”, “Materials and Supplies” and “General Operating” - fill in the monthly line item expenses and no additional details are required.
<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirley Giang, Director</td>
<td>255-3416</td>
<td><a href="mailto:Shirley.Giang@sfdph.org">Shirley.Giang@sfdph.org</a></td>
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<tr>
<td>Deanna Chan</td>
<td>255-3768</td>
<td><a href="mailto:Deanna.Chan@sfdph.org">Deanna.Chan@sfdph.org</a></td>
</tr>
<tr>
<td>Winnie Chen</td>
<td>255-3921</td>
<td><a href="mailto:Winnie.Chen@sfdph.org">Winnie.Chen@sfdph.org</a></td>
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<td>John Fordham</td>
<td>255-3530</td>
<td><a href="mailto:John.Fordham@sfdph.org">John.Fordham@sfdph.org</a></td>
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<tr>
<td>Jonelle Fournet-Collazos (HUH)</td>
<td>554-2561</td>
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</tbody>
</table>
Michelle Long, M.H.A.
Director, Contract Development & Technical Assistance
1380 Howard Street
San Francisco Department of Public Health
Phone: (415) 255-3409
CDTA Website: www.sfdph.org/cdtA
Survey Says...#1 – How satisfied are you with your CDTA Program Manager’s ability to answer your questions?

Very Satisfied: FY11-12, n=86; FY14-15, n=97

Satisfied: FY11-12, 30.2%; FY14-15, 34.0%

Neither Satisfied nor Dissatisfied: FY11-12, 45.3%; FY14-15, 46.4%

Dissatisfied: FY11-12, 12.8%; FY14-15, 10.3%

Very Dissatisfied: FY11-12, 9.3%; FY14-15, 7.2%

扬扬得意
In general, how soon after you receive your Funding Notification(s) do you submit your completed contract documents to your CDTA Program Manager?

- **Survey Says (n=103)**
  - <1 week: 11.7%
  - 1-2 wks: 25.2%
  - 2-3 wks: 39.2%
  - >3 weeks: 33.7%

- **Reality (n=166)**
  - <1 week: 10.2%
  - 1-2 wks: 27.2%
  - 2-3 wks: 16.9%
  - >3 weeks: 35.9%
Survey Says... #3– Days From Funding Notification to Certification

Days from Funding Notification to Certification (n=123)

Days from Receipt of Docs to Certification (n=122)

FY13-14
FY14-15
Since 2012, the Department of Public Health has been working to standardize performance objectives across DPH sections. Where is the first place you would look to find the performance objectives for which your organization is responsible? (n=97)
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<thead>
<tr>
<th>Section</th>
<th>In Contract or External Doc?</th>
<th>Permanent Location of Approved Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBHS - CYF</td>
<td>External doc</td>
<td>CDTA Website</td>
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<td>CBHS - AOA</td>
<td>External doc</td>
<td>CDTA Website</td>
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<tr>
<td>MHSA</td>
<td>Pop focused - External doc; all others in contracts</td>
<td>CDTA Website – Pop Focused</td>
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<tr>
<td>HHS</td>
<td>External doc – TBD</td>
<td>CDTA Website – Date TBD</td>
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<td>HUH</td>
<td>External doc</td>
<td>CDTA Website – see FY 14-15 document</td>
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<tr>
<td>HPS</td>
<td>External doc</td>
<td>SOC - PM</td>
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<tr>
<td>CHPP</td>
<td>In Contracts</td>
<td>N/A</td>
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<tr>
<td>MCAH</td>
<td>In Contracts</td>
<td>N/A</td>
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Contract Development
What’s New This Year

- Appendix A instructions
- Subcontracting Review
- Appendix B – formatting, terminology
1. If you want to modify your current contract, the Contract Change Request Form (CCR) must be used. (received 57 for FY 14-15). See the cdtaph website or call your CDTA Program Manager for the form.

2. Expired Insurance Certificates hold up invoice payments – please check for expired insurance once you send in your contract documents; make sure you have sufficient coverage for the type of service that you are funded to provide and in sufficient amounts.

3. See the CDTA website for contract templates, objectives, forms, procedures, etc. Look for updated Appendix A and B templates within next 2 weeks! www.sfdph.org/cdtaph
# CDTA Program Managers: Your Principal Point of Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Francine Austin</td>
<td>255-3933</td>
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<tr>
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<tr>
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<td>Hilda Jones</td>
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<tr>
<td>Valerie Wiggins</td>
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</tr>
</tbody>
</table>
CDTA & Grants Administration Staff

- Michelle Long, Director
  - Phone: 255-3409
  - Email: michelle.long@sfdph.org

- Margaret Elam, Secretary
  - Phone: 255-3410
  - Email: margaret.elam@sfdph.org

- Jana Rickerson, Grants Administrator
  - Phone: 255-3940
  - Email: jana.rickerson@sfdph.org

- Richelle L. Mojica, Grants Manager
  - Phone: 255-3555
  - Email: richelle-lynn.mojica@sfdph.org
Office of Contract Management and Compliance ("The Contracts Office")

- Part of DPH Business Office, DPH Finance
- Works with other DPH staff:
  - SOC PMs to select contractors
  - Business Office Budget staff to get funding mix right
  - CDTA PMs to establish contracts
  - Fiscal/Accounting to get contractors paid
- Also works with other City staff:
  - City Attorney’s Office to resolve legal issues as needed
  - City Risk Manager’s Office to resolve insurance issues as needed
  - City Human Resources Department, Contract Monitoring Division, City Office of Contract Administration, City Office of Labor Standards Enforcement, and Controller’s Office to ensure compliance
  - Board of Supervisors Budget Analyst’s Office for contracts requiring Board approval
RFPs

- Requests For Proposals (RFPs) (competition)
  - SF Admin. Code requires all professional services to be competitively solicited ("bid out" or RFP’d)
  - RFP sets limits for contract terms and services
  - Selection is made under an RFP, then contract is negotiated
  - Sign up to receive RFP notices here: https://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp
SFDPH RFP/Q PROCESS FLOW CHART

Initial Planning
(Program, with Contracts as needed)

Community input
(as needed, depending on type
of contract) (Program)

Draft RFP:
Scope of work, Minimum
Qualifications, Rating
Criteria/Questions (Program)
Standard provisions, City
requirements, and general process
(Contracts)

Recruit, select, confirm review
panel (Program); review panel composition for
compliance with DPH policies and
practices (Contracts)

Publish RFP:
post on websites, emailings, US
Mail outreach letters, union
notifications (Contracts)

Answer questions
through pre-proposal conference
and/or e-questions
(Program, through Contracts)

Receive proposals and screen for
Minimum Qualifications; send
proposal packets to panel; check
references as appropriate
(Contracts)

Evaluate and score proposals
(panel); panel meeting, compiling scores
and recommendations
(Contracts, with program, as needed)

Write and submit selection report
to director (with scores and
recommendations) (Contracts, with Program as
needed)

Prepare and send RFP Results/
or selection letters (Contracts)

Investigate and respond to any
protests (Contracts Director)

Prepare and send letters inviting
selected proposer(s) to negotiate
(Contracts/SOC)

Notes:
This flow chart describes the general process used for RFPs/RFQs, but these processes may be tailored to meet specific RFP/RFQ or contracting types or needs;
“Program” refers to any SFDPH SOC Program staff involved in preparing and administering the RFP, e.g., CBHS, HHS, HPS, HUH, SFGH, LHH, Primary Care, MCH, JHS, etc.)
“Contracts” refers to the SFDPH Office of Contracts Management and Compliance (the “Contracts Office”)
Sole Source Program Funding

- **Sole Sources (no competition)**
  - Any professional service not competitively solicited (RFP’d) **must** be justified as the sole source of the needed services in order to be included in a contract.
  - Sole Sources are approved by the Office of Contract Administration (OCA) and/or the Health Commission.
  - Sole source approval for contracts/programs is typically more time-limited.
  - Same contract may contain programs for which the contractor was selected both under an RFP and as a sole source.
Compliance with City Requirements prior to Contract Certification

- **Civil Service Commission**
  - Approval required before contract can be certified
  - Approves request to contract out for services (not contractors); can be “bundled”
  - Requires 30-60 day notification of potentially affected unions
  - Engagement with unions has increased in last 6-7 months
  - Business Office is mapping due dates to contracts to improve cash flow

- **Health Commission**
  - Approves all new contracts over $100K or initial term of more than 5.5 years
  - Approves all continuing contracts over $500K
  - Approves all contracts with an active Corrective Action Plan (CAP)

- **Board of Supervisors:**
  - SF Charter requires Board approval if total contract is $10M or contract term is 10+ years
  - DPH preparing to submit requests for approval for extensions to 26 contracts that were originally awarded under 2009 BHS mega-RFP
Compliance with City Requirements

- **Contract Monitoring Division (CMD) (was HRC)**
  - Approves waivers of Ch. 12B of SF Admin. Code, the Equal Benefits Ordinance (no retroactive approvals)
  - Approves waivers of Ch. 14B of SF Admin. Code, the Locally-owned Business Enterprise (LBE) Ordinance (does not apply to federal or State funded programs)
  - Certifies eligible for-profits and non-profits for bid “discounts” of up to 10%
  - May require goals in RFPs for participation of LBEs as prime (direct) or subcontractors
  - Responsible for Non-Discrimination Affidavit, required of all City contractors (on file for most current vendors)
More Compliance with City Requirements

- **Office of Contract Administration (OCA) – Purchaser:**
  - Carefully reviews contracts for entire City
  - Enforces City compliance requirements, including Civil Service Cm. approval, CMD approval(s), and proof of insurance requirements

- **Controller’s Office**
  - Approves contracts online by certifying the availability of funds for the contract

- **Both OCA and Controller’s approval are needed** before DPH can pay contractors
Contract Certification/Signature Process

Contract Pre-negotiation and Negotiation (if needed)

Contractor submits A's and B's to CDTA Program Manager

Approved A's and B's as reviewed by CDTA, SOC, Budget and Fiscal/Cost Report are delivered to Office of Contract Management and Compliance

Legal Agreement finalized with supporting documentation

Certified

SFDPH Director

City Attorney

SFDPH Accounting, Controller approval – issuance of PO#

Office of Contract Administration (OCA/Purchaser)

3 tier approval

Note: Civil Service Commission approval must be obtained before OCA will review contract.
Qualify to Do Business with the City

How to become qualified to do business with the City

All businesses must qualify to do business with the City before the City can award a contract or pay an invoice. The minimum requirements are described below. Depending on the product or service you sell to the City, additional compliance requirements may apply.

Mandatory Forms

At a minimum, in order to qualify to do business with the City, a vendor must submit four documents:

1. IRS Form W-9 - Request for Taxpayer Identification Number and Vendor Number Request Form
2. P-25 - Business Tax Declaration
3. CMD 12B-101 Declaration of Nondiscrimination in Contracts and Benefits

For your convenience you may download a Vendor Registration Package which contains these three forms as well as a supplemental vendor application, which collects your firm’s product and service information so that City departments can search for your firm in our internal databases by product and service type.

Getting paid for your goods and/or services from the City:

1. The Controller and Office of Contract Administration (OCA) have announced that starting in January 2012, all new and extended/renewed contracts will require vendors to accept electronic payments. This requirement includes professional service, construction, non-profits and other contracts. This also includes departmental blankets and purchase orders.
2. Our goal is to make Automated Clearing House (ACH or "electronic") payments the norm for all City vendors. The City uses Paymode-X, an independent service through the Bank of America, to process Automated Clearing House (ACH) "electronic" payments.
3. Electronic payments are processed every business day and are safe and secure. There is no charge from Paymode or the City to use this payment service.
<table>
<thead>
<tr>
<th>Office of Contract Management &amp; Compliance</th>
<th>Phone</th>
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</table>
# Office of Contract Management & Compliance

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<tbody>
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<tr>
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</table>
What’s New FY2015–16

August 6, 2015; 1:00–4:00PM
African American Arts & Culture Complex
762 Fulton St, San Francisco, CA 94102

≈ Welcome & Introductions

≈ Nonprofit Business Development
Lex Leifheit

≈ Controller’s Office
Susan Smith

≈ Northern California Community Loan Fund
Joanne Lee

≈ Remarks from the Director
Barbara Garcia

≈ Office of Compliance and Privacy Affairs
Maria X. Martinez

≈ DPH Business Office
Michelle Ruggels

≈ Business Office Contract Compliance
Tom Mesa

≈ Business Office Budget Unit
Shirley Giang

≈ Contract Development & Technical Assistance
Michelle Long

≈ Office of Contract Management & Compliance
Jacquie Hale

≈ Next Steps & Wrap-up
### San Francisco Department of Public Health

**Policy & Procedure Detail**

<table>
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<tr>
<th>Policy &amp; Procedure Title:</th>
<th>Subcontracting Requirements</th>
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<td>Category:</td>
<td>CDTA Technical Assistance</td>
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<td>Effective Date:</td>
<td>March 2013</td>
</tr>
<tr>
<td>Last Revision Date:</td>
<td>March 14, 2013</td>
</tr>
<tr>
<td>DPH Unit of Origin:</td>
<td>DPH Business Office; Contract Development &amp; Technical Assistance and Budget Sections</td>
</tr>
<tr>
<td>Policy Owner:</td>
<td>Erik Dubon</td>
</tr>
<tr>
<td>Phone:</td>
<td>255-3917</td>
</tr>
<tr>
<td>Email:</td>
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<tr>
<td>Distribution:</td>
<td>DPH-wide ☒ Yes</td>
</tr>
<tr>
<td>Other:</td>
<td>As specified in Purpose of Policy</td>
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</table>

#### Policy

Contracts that contain subcontractor/consultant expenses must submit a copy of all subcontractor contracts to their CDTA Program Manager for review and approval prior to submission of the first invoice. Invoice payments will be withheld until a copy of the subcontractor/consultant contract is on file with the CDTA Program Manager.

#### Procedure

Agencies that are providing reimbursement to subcontractors and/or consultants must attach a copy of the subcontractor/consultant’s invoice as supporting documentation each time the contractor’s monthly invoice includes these expenses. This requirement is in response to audit findings which identified discrepancies between the actual subcontractor payment/rate and the approved subcontractor/consultant budget as included in a contract.

Each Subcontract must specify:

1. The required scope of work;
2. Deliverables;
3. Budget with Detail by line item and budget justification;
4. Reimbursement rate;
5. Maximum amount reimbursable;
6. Invoicing and reporting requirements and timelines;
7. Term of agreement;
8. Dates and signatures of the Executive Directors of both agencies; and
9) Statement acknowledging familiarity and agreement to comply with the terms of the prime contract (i.e., City and County boilerplate provisions) under which the understanding is valid,

A) “Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.”

B) “Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.”

10) Scheduled meeting requirements (if applicable);
11) A termination of the agreement change with a minimum of 30 days' notice (including specifically, transfer of current clients to alternative service providers, the storage/transfer of electronic/paper client records, etc);

If client charts will be opened, then, the following information must be also provided:

12) Supervision and quality assurance procedures and responsibilities (if applicable);
13) Name(s) and credentials/licenses of staff involved in the agreement (if applicable);
14) Client or service records maintenance requirements (i.e. data entry standards/timelines, who will have access to what level of client information, & location of paper and electronic files) (if applicable); and
15) Client referral procedure (if applicable).

A. Definition of Subcontractor

A subcontractor is a person/organization hired by a general contractor (or prime contractor, or main contractor) to perform a specific task as part of the overall project and is normally paid for services provided to the project by the originating general contractor.

Formula to be used on the Operating detail page for BHS contracts:

Consultant/Subcontractor: (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)

MD. John/Jane Doe, LCSW - Clinical Consultant. Provides supervision of clinical staff weekly in Groups (7/1/14 - 6/30/15). The hourly rate is $165 per hour, with an average of 200 group hours provided during the fiscal year ($165 x 200 = $33,000).
Examples of type of sub-contracts:

Medical Director
Clinical Consultant
Childwatch/Child care Fees
Support for Families of Children with Disabilities
Consultant for Special Events
Outside firm to provide IT Support Services, etc.
<table>
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<th>Operating Expenses</th>
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<th>Actual Expenses</th>
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<td></td>
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<td>Building repair/maintenance</td>
<td></td>
<td></td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>Office supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photocopying</td>
<td></td>
<td></td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>Printing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer hardware/software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Occupancy Total (C)</strong></td>
<td></td>
<td></td>
<td><strong>5,700.00</strong></td>
<td></td>
</tr>
<tr>
<td>Office supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Material &amp; Supplies Total (C)</strong></td>
<td></td>
<td></td>
<td><strong>600.00</strong></td>
<td></td>
</tr>
<tr>
<td>Training/staff development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional license</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment lease &amp; maintenance</td>
<td></td>
<td></td>
<td>1,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>General Operating Total (C)</strong></td>
<td></td>
<td></td>
<td><strong>1,000.00</strong></td>
<td></td>
</tr>
<tr>
<td>Local travel</td>
<td></td>
<td></td>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>Out of town travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Staff Travel Total (C)</strong></td>
<td></td>
<td></td>
<td><strong>200.00</strong></td>
<td></td>
</tr>
<tr>
<td>Consultant/Subcontractor Name 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant/Subcontractor Name 2</td>
<td></td>
<td></td>
<td>2,500.00</td>
<td></td>
</tr>
<tr>
<td>Consultant/Subcontractor Name 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Consultant/Subcontractor (B)</strong></td>
<td></td>
<td></td>
<td><strong>2,500.00</strong></td>
<td></td>
</tr>
<tr>
<td>Credit reports</td>
<td>List of the # of reports and cost and brief description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client related expenditures</td>
<td>List the item of the expenses, quantity, and cost/item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stipends</td>
<td># of clients: brief description and quantity and cost/item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Award &amp; incentives</td>
<td>Client incentives- type of gift cards (e.g., Safeway), quantity purchased, unit price</td>
<td></td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>Rental subsidies</td>
<td># of subsidies paid and amount of each subsidy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client food</td>
<td># of clients; brief description of food and quantity (e.g. 5 sandwiches)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client activities</td>
<td>brief description of activity (went to zoo), who (e.g. client + case manager), transportation exp (e.g. BART, auto mileage), other expenses (e.g. admission)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client supplies</td>
<td>List of the items purchased, quantity and unit cost and a brief description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vouchers</td>
<td># of vouchers, unit cost, and a brief description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client travel</td>
<td>where travelled (to/from), who (e.g. client + case manager), airfare, ground transportation, taxi, auto mileage, meals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Total (A)</strong></td>
<td></td>
<td></td>
<td><strong>200.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td></td>
<td></td>
<td><strong>10,200.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Contractor must indicate the “actual” expense of the line item within the category of operating expenses (Occupancy Staff Travel, Consultant/Subcontractor, Materials and Supplies, General Operating, Other) that corresponds to the contract budget (Appendix B).

(A) For expenses listed under "Other" fill in a description of items, the quantity purchased, the unit price per item and the total cost

(B) Contractor must submit a copy of all subcontractor contracts to their CDTA Program Manager prior to submission of the first invoice. Contractors that are providing reimbursement to subcontractors and/or consultants must attach a copy of the subcontractor/consultant’s invoice each time the contractor’s monthly invoice includes these expenses.

(C) For expenses under “Occupancy”, “Staff Travel”, “Materials and Supplies” and “General Operating” - fill in the monthly line item expenses and no additional details are required.
OCPA ROLES AND RESPONSIBILITIES
AUGUST 6, 2015
Maria X Martinez, Chief Integrity Officer and Director

INFORMATION SECURITY
(1) PRIVACY RULE
   a. HIPAA, 1996 Health Insurance Portability and Accountability Act
   b. 42CFR2
(2) DATA SECURITY
   a. HITECH, 2009 Health Information Technology for Economic and Clinical Health Act
(3) COVERED ENTITY VERSUS BUSINESS ASSOCIATE
(4) HIPAA BUSINESS ASSOCIATES AGREEMENT APPLIES
(5) ATTESTATION FORMS TO BE SIGNED
   a. PRIVACY
   b. DATA SECURITY
   c. USER AUTHORIZOR
(6) USER CONFIDENTIALITY, SECURITY, AND ELECTRONIC SIGNATURE FORM TO BE SIGNED
(7) TRAINING TO BE CONFIRMED

COMPLIANCE & WHISTLEBLOWER
(1) FRAUD, ABUSE, MISUSE, WASTE, CONFLICT OF INTEREST
(2) ATTESTATION FORM TO BE SIGNED
(3) CONFLICT OF INTEREST FORM TO BE SIGNED
(4) ANONYMOUS INVESTIGATIONS
(5) NO RETALIATION

OCPA ROLES
(1) RISK ASSESSMENT, AUDITING, PREVENTION
(2) INVESTIGATIONS
(3) POLICIES
(4) TRAINING
(5) DATA SHARING GOVERNANCE (MOUs, CONTRACTS, RESEARCH v EVALUATION)
Appendix D

Additional Terms

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 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.

Revised 05/20/15
NOTE FOR DISCUSSION PURPOSES ONLY:

Contracts Office will complete this form. Please check only one of the following boxes for every contract. To check the box, place your cursor on the box, double-click on it, and under Default Value, choose “checked.”

Default will be the first box. Contracts Office will assume all DPH CONTRACTORS need to sign a BAA. CONTRACTS who reply as not needing to sign BAAs will be referred to the Office of Compliance and Privacy Affairs for clearance.
This Business Associate Agreement ("Agreement") supplements and is made a part of the contract or Memorandum of Understanding ("CONTRACT") by and between the City and County of San Francisco, Covered Entity ("CE") and Contractor, Business Associate ("BA"). To the extent that the terms of the Contract are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

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

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

RECITALS

A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the CONTRACT in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

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

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

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

1. Definitions.

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

Data Trading Partner’s Organization Name:  
Contractor City Vendor ID:

**DTP REQUEST TO ACCESS SDFPH SYSTEMS and NOTICE OF DTP AUTHORIZER** (Form To Be Completed Yearly)

This form is to be completed as required by Covered Entities or Business Associates that perform certain functions or activities on behalf of DPH that require access to SDFPH electronic protected health information or other information assets. Completing this form does not imply authorization by SDFPH to access SDFPH systems.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>REQUESTING ACCESS TO THE FOLLOWING DATA SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td></td>
<td>Lifetime Clinical Record (LCR) and Invision EMR</td>
</tr>
<tr>
<td>b</td>
<td></td>
<td>eClinicalWorks (eCW) EMR</td>
</tr>
<tr>
<td>c</td>
<td></td>
<td>Avatar Mental Health EMR</td>
</tr>
<tr>
<td>d</td>
<td></td>
<td>Avatar Substance Abuse Treatment EMR</td>
</tr>
<tr>
<td>e</td>
<td></td>
<td>Coordinated Care Management System (CCMS)</td>
</tr>
<tr>
<td>f</td>
<td></td>
<td>Public Health Network Information Exchange (PHNIX)</td>
</tr>
<tr>
<td>g</td>
<td></td>
<td>Invision Patient Management System</td>
</tr>
<tr>
<td>h</td>
<td></td>
<td>Invision Financial System</td>
</tr>
<tr>
<td>i</td>
<td></td>
<td>Other (please specify):</td>
</tr>
<tr>
<td>J</td>
<td></td>
<td>Other (please specify):</td>
</tr>
<tr>
<td>K</td>
<td></td>
<td>Other (please specify):</td>
</tr>
<tr>
<td>L</td>
<td></td>
<td>Other (please specify):</td>
</tr>
<tr>
<td>m</td>
<td></td>
<td>Who is designated to authorize your employee’s “Systems Access Request (SAR) Form”? [Note: DTP’s SAR will not be processed by SDFPH without this person’s signature.]</td>
</tr>
<tr>
<td>DTP’s Authorizer Name</td>
<td>Phone #</td>
<td>Email:</td>
</tr>
</tbody>
</table>

Contact the SDFPH Help Desk at 415-759-3577 for questions regarding completion of this form.

CEO / Executive Director Name:  
Signature:  
Date:  

Rev 03-24-2015 SDFPH Office of Compliance and Privacy Affairs

CONTRACTS OFFICE: PLEASE SEND A COPY OF THIS COMPLETED FORM TO THE SDFPH HELPDESK.
SFDPH PRIVACY ATTESTATION (Form To Be Completed Yearly)

This attestation form is to be completed as required by Covered Entities or Business Associates that perform certain functions or activities on behalf of SFDPH to aid in a high-level evaluation of compliance with Health Information Portability and Accountability Act (HIPAA) and other Federal, State and DPH patient confidentiality laws and regulations. Links are provided as examples. Please be prepared to show evidence of the following.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>ADMINISTRATIVE 45 CFR 164.308(a)(8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td></td>
<td>Does your organization have formal HIPAA Privacy Policies (SFDPH Privacy Policies will suffice)?</td>
</tr>
<tr>
<td>b</td>
<td></td>
<td>Does your organization have the required named Privacy Officer? 45 CFR 164.530(a)(i).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If yes: Privacy Officer Name, Phone #, Email:</td>
</tr>
<tr>
<td>c</td>
<td></td>
<td>Is HIPAA Privacy Training required for any employee/contractor who has any form of access to PHI? 45 CFR 164.530(b)(i) [SFDPH Privacy/Data Security Training will suffice] and do you have proof that employees upon hire and annually thereafter have completed Privacy training?</td>
</tr>
<tr>
<td>d</td>
<td></td>
<td>Do you have proof that employees upon hire, and annually thereafter, have completed the SFDPH &quot;User Confidentiality, Security, and Electronic Signature Form&quot; and are these forms retained for six years after de-provisioning an employee?</td>
</tr>
<tr>
<td>e</td>
<td></td>
<td>Is there evidence in each patient’s/client’s chart or electronic file that the patient was &quot;noticed&quot; with a Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) in their language (examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian are available)? [Evidence can be signed document or notation that verbal translation was provided.]</td>
</tr>
<tr>
<td>f</td>
<td></td>
<td>Is the Summary of the above Privacy Notice posted and visible in registration and common areas of treatment facility? [Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are available from SFDPH.]</td>
</tr>
<tr>
<td>g</td>
<td></td>
<td>Is each disclosure of a patient’s/client’s health information for purposes other than treatment, payment, or operations documented?</td>
</tr>
<tr>
<td>h</td>
<td></td>
<td>Is an authorization for disclosure of a patient’s/client’s health information obtained prior to release from substance abuse providers or to non-treatment providers and evidenced by a signed authorization form that meets the requirements of the Federal Privacy Rule (HIPAA)?</td>
</tr>
<tr>
<td>j</td>
<td></td>
<td>Do you have evidence that SFDPH was notified within 2 business days of employee’s terminations to de-provision them from access to SFDPH PHI?</td>
</tr>
<tr>
<td>k</td>
<td></td>
<td>Does your organization require that all subcontractors, affiliates, and other agents comply with the above?</td>
</tr>
</tbody>
</table>

If you answered "NO" to any of the above questions, contact the SFDPH Office of Compliance and Privacy Affairs at 415-554-2787.

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

<table>
<thead>
<tr>
<th>Privacy Officer Name</th>
<th>Attestation</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO / Executive</td>
<td>Attestation</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Director Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chair, Board of</td>
<td>Attestation</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Directors or Trustees</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rev 07-03-2015 SFDPH Office of Compliance and Privacy Affairs
SFDPH DATA SECURITY ATTESTATION (Form To Be Completed Yearly)

The purpose of this form is to determine SFDPH’s Data Trading Partner’s* compliance with HIPAA Data Security (Health Information Portability and Accountability Act), HITECH (Health Information Technology for Economic and Clinical Health Act), and AICPA (American Institute of Certified Public Accountants) requirements. This tool can be used as a guided discussion between SFDPH and its Data Trading Partners or as a survey to be submitted to SFDPH. [*Data Trading Partners include any business organization (including any contractor, subcontractor, inter-agency, or affiliate) to which ePHI and/or SFDPH proprietary information is exchanged and/or shared for purposes of patient care and treatment, billing, operations or human subject research.] Links are provided as examples. Please be prepared to show evidence of the following.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>ADMINISTRATIVE 45 CFR 164.308(a)(8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td></td>
<td>Does your organization conduct recurring (SFDPH requires every two years) assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH?</td>
</tr>
</tbody>
</table>
| b   |    | If yes, does your organization use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans? [Please be prepared, upon request, to share both the report and 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   |    | Does your organization have a formal Data Security Awareness Program? 45 CFR 164.308(a)(5)(i) |
| d   |    | Does your organization have the required named Security Officer and HIPAA/HITECH policies? 45 CFR 164.308(a)(2). |
|     |    | If yes: IT Security Officer Phone # Email: |
| e   |    | Is HIPAA Data Security training required for any employee/contractor who has any form of access to SFDPH Systems or PHI? 45 CFR 164.308(a)(3)(i)? [SFDPH Privacy/Data Security Training will suffice] |
| f   |    | Has your organization implemented policies and procedures to prevent, detect, contain, and correct security violations? 45 CFR 164.308(a)(1)(i) |
| g   |    | Does your organization have contractors, subcontractors or vendors who create, receive, maintain or transmit SFDPH ePHI, and if so, do you have Business Associate Agreements in place for each one? 45 CFR 164.308(b)(1) |
| h   |    | Have you provided a diagram of how SFDPH data is accessed and/or passed from SFDPH to your organization (named users, access methods, on premise data hosts, processing systems, etc.). |
| i   |    | Have you provided a diagram of how SFDPH data will flow between your organization and any downstream/3rd party (named) entities? |

If you answered "NO" to any of the above questions, contact the DPH Help Desk at 415-759-3577 to confer with the SFDPH Data Security Officer.

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

<table>
<thead>
<tr>
<th>Data Security Officer Name</th>
<th>Attestation</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO / Executive Director Name</td>
<td>Attestation</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Chair, Board of Directors or Trustees</td>
<td>Attestation</td>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

Rev 07-03-2015 SFDPH Office of Compliance and Privacy Affairs
Individuals with access to SFDPH confidential information and data systems have a legal and ethical responsibility to protect the security and confidentiality of personal, medical, financial, personnel and protected health information, and to use that information and those systems only in the performance of their jobs. The following applies to confidential, restricted, or protected SFDPH information and assets that are accessed, received or sent in any format, including digital, paper, voice, facsimile, photos, electronic signatures, etc.

By signing this document, I understand and hereby agree to the following terms and conditions:

1. **Violations:** Non-adherence to this Agreement may result in disciplinary action up to and including termination of employment or contractual relationship with SFDPH. Violation of state and federal laws regarding patient privacy may subject me to substantial monetary penalties and/or make me the subject of a civil or criminal action pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the California Medical Information Act, the LPS Act, the Welfare and Institutions Code Section 14100.2, and other federal and state privacy laws.

2. **Policies:** I have access to and I agree to abide by SFDPH Privacy and Data Security Policies found at http://www.sfdph.org/DPH/privacy

3. **Patient Protections:** I understand that patient information is protected in every form, such as written records and correspondence, oral communications and computer programs, applications and data. I will only access, discuss, or divulge confidential SFDPH information as required for the performance of my job duties. I agree not to use, copy, make notes regarding, remove, release or disclose patient Information unless it is permitted by SFDPH policy and local, state, and/or Federal Law.

4. **Releasing Information:** I agree to take all reasonable precautions to assure that SFDPH information or information entrusted to SFDPH by third parties (such as patients) will not be disclosed to unauthorized persons. I understand I am not authorized to use this information for my own purposes, nor am I at liberty to provide this information to third parties without the express written consent of the SFDPH Program Director. I agree not to publish or otherwise make public any information regarding persons receiving services without prior authorization or as required by law. Providers may need to use all of an individual’s health information in the provision of patient care.

5. **Accessing Systems:** I agree not to access or attempt to access any system, nor allow access by another person or group, without specific authorization from a local Information System Director. I agree not to demonstrate the operation of systems to anyone without express authorization of a local Information System Director. SFDPH information systems maintain internal logs of applications and data accessed, indicating who viewed, added, edited, printed or deleted information. I may be asked to justify my use of specific information contained in or managed by SFDPH information systems.

6. **Information Assets:** In order to ensure the integrity and security of SFDPH systems, I agree not to disclose any portion of the organization’s information assets to any unauthorized person. This includes, but is not limited to, the design, programming techniques, flow charts, source code, screens, documentation or intellectual capital created, licensed or owned by SFDPH. I agree to forward any request for such information to my supervisor and/or the SFDPH Public Information Officer.

7. **Devices:** I will not download or maintain patient information on my privately-owned portable devices. If using a SFDPH- or UCSF-provided and password-protected device, I will delete patient information (and empty it from my device’s recycle bin) promptly when it is no longer needed to fulfill my job responsibilities. I understand that the risk of privacy being breached increases with the mobility of that data and I recognize extra precautions must be used when using handheld computers and/or smart phones to store or transmit sensitive information.
8. **User IDs and Passwords**: Individuals requiring access to SFDPH information systems will be given a user ID and password. It is my responsibility to maintain the confidentiality of patient and other information to which I have access. I **agree to keep my user IDs and passwords secret and secure** by taking reasonable security measures to prevent them from being lost or inappropriately acquired, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of them, or of any media on which information about them are stored. If I suspect that my user ID or password has been stolen or inappropriately acquired, lost, used by an unauthorized party, or otherwise compromised, I **will immediately notify the appropriate Information Systems Help Desk and request that my electronic signature be revoked**. I agree to choose a difficult-to-guess password, not to share this password with any other person and not to write this password down as described in SFDPH Data Security Policies.

9. **Property Rights**: The hardware, software, data and outputs of SFDPH information system are the property of the SFDPH and must be appropriately licensed for installation on a SFDPH computer. I **will obtain prior authorization from a SFDPH Information Systems administrator before installing personal software on a SFDPH computer**. SFDPH has the right to review and remove personal or unlicensed software and data on any SFDPH computer or information system.

10. **Electronic Signatures**: When my signature or co-signature is required for “a financial, program or medical record” under California or Federal law, California or Federal regulation, or organizational policy or procedure, my user ID and password together shall constitute an electronic signature. For the purposes of authorizing and authenticating electronic health records, **my electronic signature has the full force, effect, and responsibility of a signature affixed by hand to a paper document**. My electronic signature establishes me as the signer or co-signer of electronic documents. My electronic signature will be valid for the length of time specified in the SFDPH Password Security Policy (or the database administrator, whichever is shorter) from date of issuance, or earlier if it is revoked or terminated per the terms of the user agreement. Prior to the expiration date, I will receive a system alert when my password is due to expire and be given the opportunity to renew it. Setting a new password for my user-ID (electronic signature) renews the terms of this agreement.

11. **Upon Termination**: At the end of my employment or contract with SFDPH, I **agree to return to SFDPH all information to which I have had access as a result of my position with SFDPH**.

12. **Reporting**: I will report any suspected privacy or data security violations to the Privacy Hotline and any other types of misconduct to the Compliance Hotline.

I understand that looking at patient information without having a business purpose is against the law. I also understand that violation of any of the requirements set forth in this User Agreement may result in termination of my employment, reporting to regulatory bodies, and reporting to my professional board.

<table>
<thead>
<tr>
<th>USER NAME (PRINT)</th>
<th>USER DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>USER SIGNATURE</td>
<td>DATE SIGNED</td>
</tr>
</tbody>
</table>

**NOTE**: This form to be signed at time of hire, each time authorization to access a SFDPH data system is given, and annually thereafter. Signed forms are to be retained a minimum of 7 years post de-provisioning the individual’s access to a SFDPH data system and/or termination of employment.
SFDPH COMPLIANCE ATTESTATION (Form To Be Completed Yearly)

This attestation form is to be completed as required by Covered Entities or Business Associates that perform certain functions or activities on behalf of SFDPH to aid in a high-level evaluation of compliance with Federal and State laws and regulations. Links are provided as examples. Please be prepared to show evidence of the following attestations.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Does your organization have a formal Compliance Program? [ACA, Title VI, Section 6401.7 and Patient Protection and Affordable Care Act on March 2010]</td>
</tr>
<tr>
<td>b</td>
<td>Does your organization have a Compliance Officer?</td>
</tr>
<tr>
<td>If</td>
<td>Compliance Officer Name</td>
</tr>
<tr>
<td>yes:</td>
<td>Phone #</td>
</tr>
<tr>
<td></td>
<td>Email:</td>
</tr>
<tr>
<td>c</td>
<td>Does your organization provide compliance training upon hire and annually thereafter to all employees? A record of the training materials and the employees who completed the training must be retained for seven (7) years and made available upon request by the San Francisco Department of Public Health (SFDPH).</td>
</tr>
<tr>
<td>d</td>
<td>Does your organization 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 the government health care programs, including Medicare or Medi-Cal funded programs?</td>
</tr>
<tr>
<td>e</td>
<td>Does your organization publicize and promote the availability of the SFDPH Compliance and Privacy Hotline number (1-855-729-6040) and the City's Whistleblower Program by posting a notice of whistleblower protections in breakrooms and other staff areas where it can be seen?</td>
</tr>
<tr>
<td>f</td>
<td>Does your organization have a Code of Conduct or Code of Ethics that includes a mechanism for staff to confidentially and anonymously report potential compliance concerns as well as a strict non-retaliation policy?</td>
</tr>
<tr>
<td>g</td>
<td>Does your organization 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 a federal health care program? [False Claims Act or FCA]</td>
</tr>
<tr>
<td>h</td>
<td>Does your organization require that all subcontractors, affiliates, and other agents comply with the above?</td>
</tr>
</tbody>
</table>

If you answered "NO" to any of the above questions, contact the SFDPH Office of Compliance and Privacy Affairs at 415-554-2787.

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

<table>
<thead>
<tr>
<th>Compliance Officer Name</th>
<th>Attestation</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO / Executive Director Name</td>
<td>Attestation</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Chair, Board of Directors or Trustees</td>
<td>Attestation</td>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

Rev 07-03-2015 SFDPH Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
Compliance Program - Code of Conduct

DPH Compliance Program Mission and Goals

The mission of the DPH Compliance Program is to ensure integrity in DPH clinical and business activities. This mission is carried out through a Compliance Office that is dedicated to the following goals:

- To promote an understanding of and compliance with Medicare, Medi-Cal, and other applicable federal and state laws and regulations;
- To use education and training to improve compliance with billing and reimbursement rules and regulations; and
- To work with providers, managers, and staff to integrate compliance into the daily operations of DPH.

Business Ethics

All employees, contractors, and agents must demonstrate integrity in their business practices in order to instill and preserve trust on the part of our patients. Actions which may be construed as violations of our business ethics include the personal possession and/or use of goods or services that were purchased solely for the Department or its divisions.

Conflict of Interest

Employees, contractors, and agents must not engage in decisions which may result in a personal or financial interest. All business with patients, payers, vendors, contractors, and customers must be conducted without accepting offers, gifts, favors or other improper invitations in exchange for their influence or assistance. Employees, contractors, and agents must consider and avoid actual conflicts, as well as the appearance of conflicts of interest.

Reimbursement Claiming Practices and the False Claims Act

The purpose of documentation is to accurately reflect clinical effort, demonstrate medical necessity, and obtain appropriate reimbursement. Failure to abide by these procedures can lead to criminal and civil liability for the City. As a recipient of Medicare and Medi-Cal funds, and federal and state grants and subventions, DPH has an obligation to comply with all federal and state laws, rules, and regulations.

The principal statute impacting our billing and cost claiming practices is the federal False Claims Act (FCA). Under the Act, it is a felony to make or present a claim for payment, to any United States agency, that is knowingly false, fictitious, or fraudulent.

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall: “Assess and research the health of the community” “Develop and enforce health policy” “Prevent disease and injury” “Educate the public and train health care providers” “Provide quality, comprehensive, culturally-responsive health services” “Ensure equal access to all”
Actions which may be construed as violations of the FCA, include:

- The refusal to return/refund money to which DPH or City is not entitled;
- The submission of a claim, invoice, or cost report, for reimbursement for goods or services that were not delivered to the Department, were previously reimbursed under a separate program, or that were expended in violation of applicable federal, state, or private foundation grants, or state subventions awarded to the City.

Privacy and Security

All employees, contractors, and agents are required to protect patient health information at all times. Availability to a patient’s electronic health record is limited to those who duties require access. Under no circumstances should electronic health record passwords be shared.

Compliance Hotline

Every Compliance Program needs to have a method, outside of the line of command, for those times when a person prefers not to, or is unable to approach a supervisor, with a question concerning a policy or activity. For this reason, DPH has established a Compliance Hotline. This hotline is intended to be used to report activity and/or conduct that may be in violation of the Code of Conduct, including but not limited to:

- Billing or reimbursement regulations, fraudulent transactions
- Misuse of federal or state grant funds
- Patient Confidentiality
- Conflict of interest
- Falsification of documents
- Sharing passwords to access Electronic Health Record
- Misuse of DPH funded or supported property, facilities and equipment

The number for the DPH Compliance Hotline is (415) 642-5790.

Acknowledgement of the Code of Conduct

My signature on this Code acknowledges that I have read and understand the standards that are included in this Code. I agree to comply fully with these standards. I understand that violations of the principles embodied in this Code may result in disciplinary action, up to and including discharge.

Name: __________________________________________

Class # & Job Title: _______________________________________

Division: ____________________________________________

Signature & Date: ________________________________________