

File No. 151037

Committee Item No. 16

Board Item No. \_\_\_\_\_

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance

Date December 9, 2015

Board of Supervisors Meeting

Date \_\_\_\_\_

### Cmte Board

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|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

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Completed by: Victor Young Date December 4, 2015

Completed by: Victor Young Date \_\_\_\_\_

1 [Contract Amendment - HealthRIGHT360 - Jail Psychiatric Services - Behavioral Health  
2 Services - Not to Exceed \$26,930,843]

3 **Resolution approving amendment number three to the Department of Public Health**  
4 **contract for behavioral health services with HealthRIGHT360 to extend the contract by**  
5 **two years, from July 1, 2010, through December 31, 2015, to July 1, 2010, through**  
6 **December 31, 2017, with a corresponding increase of \$8,459,436 for a total amount not**  
7 **to exceed \$26,930,843.**

8  
9 WHEREAS, The mission of the Department of Public Health is to protect and promote  
10 the health of all San Franciscans; and

11 WHEREAS, The Department of Public Health provides health and behavioral health  
12 services through a wide network of approximately 300 Community-Based Organizations and  
13 service providers; and

14 WHEREAS, In 2010, the Department of Public Health selected Health Right 360- Jail  
15 Psychiatric Services through a Request For Proposals process to provide behavioral health  
16 services for the period of July 1, 2010, through December 31, 2015; and

17 WHEREAS, The Board of Supervisors approved the original agreement for these  
18 services under Resolution No. 258-13; and

19 WHEREAS, The Department of Public Health wishes to extend the term of that  
20 contract in order to allow the continuation of services while Requests For Proposals are  
21 administered to take into account the changes to behavioral health services business needs  
22 related to the Affordable Care Act and the State Department of Health Care Services' 1115  
23 Demonstration Waiver pertaining to the delivery of substance abuse Drug Medi-Cal funded  
24 services; and  
25

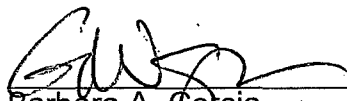
1 WHEREAS, The San Francisco Charter, Section 9.118, requires that contracts entered  
2 into by a department or commission having a term in excess of ten years, or requiring  
3 anticipated expenditures by the City and County of ten million dollars, to be approved by the  
4 Board of Supervisors; and

5 WHEREAS, The Department of Public Health requests approval of an amendment to  
6 the Department of Public Health contract for behavioral health services with Health Right 360-  
7 Jail Psychiatric Services to extend the contract by two years, from July 1, 2010, through  
8 December 31, 2015, to July 1, 2010, through December 31, 2017, with a corresponding  
9 increase of \$8,459,436 for a total not-to-exceed amount of \$26,930,843; now, therefore, be it

10 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health  
11 and the Director of the Office of Contract Administration/Purchaser, on behalf of the City and  
12 County of San Francisco to amend the contract with Health Right 360- Jail Psychiatric  
13 Services, extending the term of the contract by two years, through December 31, 2017, and  
14 increasing the total, not-to-exceed amount of the contract by \$8,459,436 to \$26,930,843; and,  
15 be it

16 FURTHER RESOLVED, That within thirty (30) days of the contract amendment being  
17 fully executed by all parties, the Director of Health and/or the Director of the Office of Contract  
18 Administration/Purchaser shall provide the final contract amendment to the Clerk of the Board  
19 for inclusion into the official file (File No. 151037).

22 RECOMMENDED:

23   
24 \_\_\_\_\_  
25 Barbara A. Garcia,  
26 Director of Health

APPROVED:

  
\_\_\_\_\_  
Mark Morewitz,  
Health Commission Secretary



<b>Item 16</b> <b>File 15-1037</b>	<b>Department:</b> Department of Public Health (DPH)
<b>EXECUTIVE SUMMARY</b>	
<b>Legislative Objectives</b>	
<ul style="list-style-type: none"> <li>• The proposed resolution would approve an amendment to the behavioral health services contract between DPH and HealthRight360, a non-profit agency, to (i) increase the total not-to-exceed amount by \$8,459,436 from \$18,471,407 to \$26,930,843, and (ii) extend the contract term by two years from December 31, 2015 through December 31, 2017.</li> </ul>	
<b>Key Points</b>	
<ul style="list-style-type: none"> <li>• In June 2015, DPH informed the Board of Supervisors of their intention to request two-year contract extensions for their behavioral health services contracts in order to meet the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration waiver regarding Medi-Cal organized drug delivery system.</li> <li>• The extension period would allow DPH to have sufficient time to complete the planning process, issue new RFPs, and award new contracts for behavioral health services.</li> </ul>	
<b>Fiscal Impact</b>	
<ul style="list-style-type: none"> <li>• Actual and estimated contract expenditures for the 5 years and 6 months from July 1, 2010 through December 31, 2015 are \$18,518,407, and projected expenditures (including a 12 percent contingency) for the requested two-year contract extension from January 1, 2016 through December 31, 2017 are \$8,412,436, totaling \$26,930,843. Table 1 below shows actual and projected expenditures.</li> <li>• FY 2015-16 expenditures are estimated to be \$3,972,789. FY 2016-17 expenditures of \$3,683,140 are \$289,649 less than FY 2015-16 expenditures of \$3,972,789, because, according to Ms. Ruggels, DPH intends to move the \$289,649 in Mentoring and Peer Support Project grant funding into a separate stand-alone contract with HealthRight360.</li> <li>• The Budget and Legislative Analyst found the requested increase for each of the four contracts to be reasonable, based on actual and projected contract expenditures.</li> </ul>	
<b>Policy Consideration</b>	
<ul style="list-style-type: none"> <li>• DPH is now in the process of determining how to best align contracted services with the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration, and plans to issue Requests for Proposals (RFP) in approximately March 2016. DPH considers the two-year contract extension to be necessary in order to prepare multiple RFPs for behavioral health services, stagger the timing of the issuance of these RFPs, and award new contracts, while preventing any break in service delivery.</li> </ul>	
<b>Recommendation</b>	
<ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

In 2010, the Department of Public Health (DPH) completed a competitive Request for Proposals (RFP) process and awarded Haight Ashbury Free Clinics, Inc., a non-profit agency, a contract to provide psychiatric and substance abuse treatment services to incarcerated individuals.<sup>1</sup> DPH approved a total not-to-exceed amount of \$7,147,862 and an initial contract term of two years from July 1, 2010 through June 30, 2012, with three one-year options to extend through June 30, 2015. Haight Ashbury Free Clinic, Inc. and Walden House merged in 2012 to form a new entity now called "HealthRight360".

*Increases to the Contract Term and Not-to-Exceed Amount*

The existing contract has been amended two times. DPH amended the contract in 2012 to (i) increase the total not-to-exceed amount by \$2,851,138 from \$7,147,862 to \$9,999,000 and (ii) to extend the contract term by three years and six months through December 31, 2015 for a total contract term of 5 years and six months, instead of exercising the three one-year options.

The original contract and the first amendment were not subject to Board of Supervisor approval as they did not surpass the approval thresholds of \$10,000,000 or a contract term of more than ten years.

The Board of Supervisors approved the second amendment in 2013 to increase the total not-to-exceed amount by \$8,472,107 from \$9,999,000 to \$18,471,407 (File 13-0511). The contract term remained unchanged.

In June 2015, DPH informed the Board of Supervisors of their intention to request two-year contract extensions for their behavioral health services contracts in order to meet the requirements of the Affordable Care Act. DPH has been involved in a planning process to optimize and integrate contracted community based services into DPH's San Francisco Health Network, an integrated service delivery system. The extension period would allow DPH to have sufficient time to complete the planning process, issue new RFPs, and award new contracts for behavioral health services.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve an amendment to the behavioral health services contract between DPH and HealthRight360, a non-profit agency, to (i) increase the total not-to-

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<sup>1</sup> This contract was not subject to Board of Supervisors approval as it did not exceed the \$10,000,000 not-to-exceed amount and ten-year contract term thresholds.

exceed amount by \$8,459,436 from \$18,471,407 to \$26,930,843, and (ii) extend the contract term by two years from January 1, 2016 through December 31, 2017.

In addition to meeting new requirements for the Affordable Care Act, DPH must also comply with the State Department of Health Care Services 1115 demonstration waiver regarding Medi-Cal organized drug delivery system, which was approved by the State in August 2015. Ms. Michelle Ruggels, Director of the DPH Business Office, explained that DPH will need to make significant changes to the current substance abuse delivery system and in some cases, create new service models. DPH is now in the process of determining how to best align contracted services with the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration waiver.

### FISCAL IMPACT

Actual and estimated contract expenditures for the 5 years and 6 months from July 1, 2010 through December 31, 2015 are \$18,518,407, and projected expenditures (including a 12 percent contingency) for the requested two-year contract extension from January 1, 2016 through December 31, 2017 are \$8,412,436, totaling \$26,930,843. Table 1 below shows actual and projected expenditures.

**Table 1. Projected Contract Expenditures**

<b>Year</b>	<b>Total Expenses</b>
<b>Actual and Estimated Expenditures</b>	
FY 2010-11	\$ 3,191,010
FY 2011-12	3,191,010
FY 2012-13	3,251,958
FY 2013-14	3,359,174
FY 2014-15	3,538,859
July 1, 2015 - December 31, 2015 (6 months)	1,986,396
<b>Total Actual and Estimated Expenditures</b>	<b>\$18,518,407</b>
<b>Projected Expenditures</b>	
January 1, 2016 to June 30, 2016 (6 months)	\$1,986,393
July 1, 2016 to June 30, 2017	3,683,140
July 1, 2017 to December 31, 2017 (6 months)	1,841,570
Contingency Funds (12%)	901,333
<b>Total Projected Expenditures</b>	<b>\$8,412,436</b>
<b>Total Revised Not-to-Exceed Amount</b>	<b>\$26,930,843</b>
Less Existing Not-to-Exceed Amount	(18,471,407)
<b>New Total Requested Increased Amount</b>	<b>\$8,459,436</b>

Source: Department of Public Health staff.

FY 2015-16 expenditures are estimated to be \$3,972,789. As shown in Table 1 above, FY 2016-17 expenditures of \$3,683,140 are \$289,649 less than FY 2015-16 expenditures of \$3,972,789, because, according to Ms. Ruggels, DPH intends to move the \$289,649 in Mentoring and Peer Support Project grant funding into a separate stand-alone contract with HealthRight360. Ms. Ruggels states that this will enhance and simplify DPH's ability to manage the specific grant funded program and the required reporting associated with the use of these grant funds.

Based on actual and projected contract expenditures, the Budget and Legislative Analyst found the requested increase for this contract to be reasonable.

### **POLICY CONSIDERATION**

Ms. Ruggels advised that the purpose of extending the current contract period by two years until December 31, 2017 is to allow the Department to:

- (a) Complete its planning process to identify any service model changes necessary to better meet the needs of the Department's integrated service delivery system, the San Francisco Health Network, in response to the implementation of the Affordable Care Act;
- (b) Finalize its plan for addressing the new requirements of the State Department of Health Care Services 1115 demonstration waiver (Drug Medi-Cal Organized Delivery System) approved by the State in August 2015, which will require significant changes to the current substance abuse delivery system, including entirely new service models; and
- (c) Prepare multiple RFPs for behavioral health services, stagger the timing of the issuance of these RFPs, and award new contracts, while preventing any break in service delivery.

DPH will finalize its RFP schedule, which is estimated to be completed by March 2016, pending the completion of an evaluation of community-based services that meet the requirements of the Affordable Care Act and the State's 1115 demonstration waiver.

According to Ms. Ruggels, DPH will prepare a schedule for the issuance of the multiple RFPs for behavioral health services that includes the timeline of the issuance of the RFPs, as well as the effective date of the new services. DPH will submit the new contracts to the Board of Supervisors for approval in accordance with Charter Section 9.118(b).

### **RECOMMENDATION**

Approve the proposed resolution.





City and County of San Francisco

# San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

October 5, 2015

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find a proposed resolution for Board of Supervisors approval for the extension of 22 behavioral health services contracts for two years, with corresponding increases in each contract amount, as shown in the resolution.

These contract amendments require Board of Supervisors approval under San Francisco Charter Section 9.118, as they have either already been approved by the Board and the proposed amendment exceeds \$500,000, or they have not previously been approved by the Board and the total contract amount exceeds \$10 million.

The following is a list of accompanying documents:

- o Resolution
- o Proposed amendments
- o Original agreements and any previous amendment
- o Forms SFEC-126 for the Board of Supervisors and Mayor

The following person may be contacted regarding this matter: Jacquie Hale, Director, Office of Contracts Management and Compliance, Department of Public Health, (415) 554-2609 ([Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)).

Thank you for your time and consideration.

Sincerely,

Jacquie Hale  
Director  
DPH Office of Contracts Management and Compliance

RECEIVED  
 SAN FRANCISCO  
 DEPARTMENT OF PUBLIC HEALTH  
 OCT 5 AM 11:47

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-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509. fax 415 554-2555

101 Grove Street, Room 307, San Francisco, CA 94102



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

**Third Amendment**

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

2. Term of the Agreement

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

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

2. Term of the Agreement

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

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

**5. Compensation**

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

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

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

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

**5. Compensation**

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

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

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

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

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

**15. Insurance**

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

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

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

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

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

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

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives

satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

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

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

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

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

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

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

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

conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

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

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

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

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

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

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

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

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

**44. Health Care Accountability Ordinance.**

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

i. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

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

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

l. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of



Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

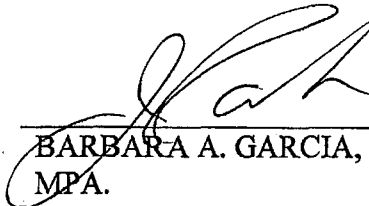
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR


Recommended by:


HealthRIGHT 360

  
\_\_\_\_\_  
BARBARA A. GARCIA, / 6-4-15  
MPA. / Date  
Director of Health

Approved as to Form:

DENNIS J. HERRERA  
City Attorney

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

  
\_\_\_\_\_  
Name: VVIKA ELSSEN / 6/2/15  
Title: Executive Director / Date  
P. O. Box 29917  
San Francisco, CA 94129

Approved:

City vendor number: 08817

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



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

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

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

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

**New**       **Modification**

**3. Goal Statement**

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

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

**4. Target Population**

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

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

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

**5. Modality(ies)/Intervention**

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

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

**6. Methodology**

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Please see Appendix B & B-1

## **7. Objectives and Measurements**

### **Administrative Objectives:**

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

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

### **Program Objectives:**

#### **A. Performance/Outcome Objectives**

##### **Psychiatric Housing**

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

##### **Patient Satisfaction**

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

##### **Client Medication**

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

##### **Reentry Planning**

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



### **B. Other Measurable Objectives**

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

### **8. Continuous Quality Improvement**

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

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

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

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

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

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

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

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

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

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

**Appendix B  
Calculation of Charges**

**1. Method of Payment**

**Actual Cost**

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

**2. Program Budgets and Final Invoice**

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

Appendix B-1 Jail Psychiatric Services

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

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

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

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



DBH BUDGET DOCUMENTS

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

DBH BUDGET DOCUMENTS

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



DBH BUDGET DOCUMENTS

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



DBH BUDGET DOCUMENTS

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



**Appendix D  
Additional Terms**

**1. PROTECTED HEALTH INFORMATION AND BAA**

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

The parties acknowledge that CONTRACTOR is one of the following:

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

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

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

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

**The Business Associate Agreement is not required.**

**2. THIRD PARTY BENEFICIARIES**

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





**Appendix E**  
San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

## RECITALS

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

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

### 1. Definitions.

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



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



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

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

**2. Obligations of Business Associate.**

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



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satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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





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



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

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

**3. Termination.**

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



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- d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

**4. Amendment to Comply with Law:**

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

**5. Reimbursement for Fines or Penalties.**

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

Attachments (links)

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



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

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
6/29/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carlback Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: <b>Shelaine Gonsalves</b>
	PHONE (A/C, No, Ext): <b>925-934-8500</b> FAX (A/C, No): <b>925-934-8278</b>
	EMAIL ADDRESS: <b>ShelaineG@heffins.com</b>
<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> HealthRIGHT360 1735 Mission Street San Francisco, CA 94103	INSURER A: Arch Insurance Company      NAIC # 11150
	INSURER B: Berkshire Hathaway Homestate Ins. Co.      10855
	INSURER C: Travelers Casualty and Surety Co. of America      19038
	INSURER D: Great American Assurance Company      39896
	INSURER E:
	INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY      X CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			NTPKG0068204	07/01/15	07/01/16	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person)      \$ 10,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$3,000,000 PRODUCTS - COM/OP AGG      \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NTAUT0026004	07/01/15	07/01/16	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION      \$			NTUMB0032604	07/01/15	07/01/16	EACH OCCURRENCE      \$3,000,000 AGGREGATE      \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY      Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HEWC601810	07/01/15	07/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT      1,000,000 E.L. DISEASE - EA EMPLOYEE      1,000,000 E.L. DISEASE - POLICY LIMIT      1,000,000
A	Professional Liability			NTPKG0068204	07/01/15	07/01/16	Each claim/aggregate      \$1mm/\$3mm
A	Excess Professional Liability			NTUMB0032604	07/01/15	07/01/16	Each claim/aggregate      \$3mm/\$3mm
C	Crime			105642284	07/01/15	07/01/16	Limit      \$10,000,000
D	Excess Crime			SAA024161703	07/01/15	07/01/16	Limit      \$13,000,000
A	Sexual Misconduct			NTPKG0068204	07/01/15	07/01/16	Each claim/aggregate      \$2mm/\$2mm

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: As Per Contract or Agreement on File with Insured.

City & County of San Francisco and Community Behaviour Health Services are included as an additional insured (and primary) on General Liability policy per the attached endorsement, if required.

**CERTIFICATE HOLDER**

City & County of San Francisco  
 Community Behavioral Health Services  
 1380 Howard Street, Rm. #442  
 San Francisco, CA 94103

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s)</b>
City & County of San Francisco and Community Behaviour Health Services
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

**SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

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

**A) MEDICAL PAYMENTS**

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

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

**B) SUPPLEMENTARY PAYMENTS**

Coverage A. and B. provisions:

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

**C) DAMAGE TO PREMISES RENTED TO YOU**

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

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

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

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

**D) WHO IS AN INSURED**

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

2. Each of the following is also an insured: but only while working within the scope of their duties for the insured:

a.

- (i) "Employees";
- (ii) "Volunteer Workers";
- (iii) Independent Contractors

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

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

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

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Medical directors and administrators, including professional persons, are also insureds;
- c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds;
- d. If you are a limited liability company your members are insureds, but only with respect to their duties related to the conduct of your business;
- e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;



- f. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own maintain or control while you lease or occupy these premises.
 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any state or political subdivision subject to the following provision:
 

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

  - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (2) The construction, erection, or removal of elevators; or
  - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
 However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.
- h. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;
- i. Your members but only with respect to their liability for your activities or activities they perform on your behalf;
- j. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;
- k. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:
 

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

  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders; change orders, or drawings and specifications; and
  - (2) Supervisors, inspection, or engineering services.
 Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

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

- a. Coverage under this provision is, subject to (1) and (2) below:
  - (1) Effective on the acquisition or formation date; and
  - (2) Afforded only until the end of the policy period.

**E) KNOWLEDGE OR NOTICE OF OCCURRENCE**

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

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

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

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

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

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

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

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

**G) BODILY INJURY – MENTAL ANGUISH**

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

"Bodily Injury":

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

**H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

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

**I) LIBERALIZATION**

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

**J) EXTENDED "PROPERTY DAMAGE"**

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

Exclusions a. is deleted and replaced by the following:

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

**K) PREMISES SOLD OR ABANDONED BY YOU**

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

Exclusions, Exclusion j. is amended as follows:

Paragraph (2) is replaced by the following:

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

**L) ADDITIONAL INSURED – FUNDING SOURCE**

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

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

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

**M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

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

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

This insurance does not apply to:

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

**N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

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

**O) GENERAL AGGREGATE LIMIT PER LOCATION**

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

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

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

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

SECTION V - DEFINITIONS is amended by adding the following:

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

**P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS**

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

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

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

**Q) NON-OWNED WATERCRAFT**

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

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

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

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

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

**R) WAIVER OF SUBROGATION**

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

**S) WAIVER OF IMMUNITY**

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

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

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

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

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

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

Exclusions c. is amended by adding the following subparagraph:

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

**V. EMPLOYEE CRIMINAL DEFENSE COVERAGE**

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: NTPKG0068204

Named Insured: HealthRIGHT360

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

Endorsement Effective Date: 7/01/2015



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

**Second Amendment**

THIS AMENDMENT (this "Amendment") is made as of July 1, 2013, in San Francisco, California, by and between HealthRIGHT 360 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4151-09/10 on June 21, 2010;

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

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

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010 from the RFP 23-2009, dated July 31, 2009, Contract Numbers BPHG11000009 and DPHG11000260 between Contractor and City, as amended by the

First Amendment: dated March 20, 2012 Contract Number BPHG11000009 and DPHG13000133 and this second amendment.

**1b. 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:

**2a. Section 2. Term of the Agreement remain the same as below:**

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

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

**5. Compensation**

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Ninety Nine Thousand Dollars (\$9,999,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

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

in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

**5. Compensation**

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

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

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

**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.



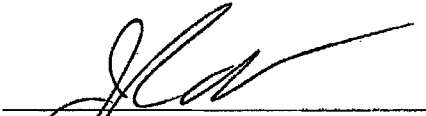
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.


CITY

CONTRACTOR:

Recommended by:

HealthRIGHT 360

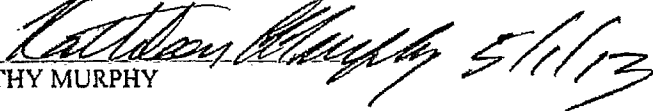
  
BARBARA A. GARCIA, MPA,  
Director of Health  
Department of Public Health

  
Name: VITKA ELSEN  
Title: Executive Director  
P. O. Box 29917  
San Francisco, CA 94129

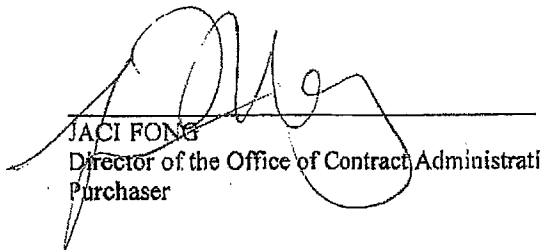
City vendor number: 08817

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
KATHY MURPHY  
Deputy City Attorney

Approved:

  
JACI FONG  
Director of the Office of Contract Administration, and  
Purchaser

RECEIVED THE PURCHASING DEPT  
13 AUG 30 AM 11:32

RECEIVED THE PURCHASING DEPT  
13 AUG -9 PM 3:34

**ADPICS/FAMIS - FY 13-14**  
**CITY/COUNTY OF SAN FRANCISCO**  
**CONTRACT PURCHASE ORDER INPUT FORM**

Original  
 Modification-Increase  
 -Decrease  
 Date Change Only


DOCUMENT NUMBER

DEPARTMENT **DPH 81 / CHN / Jail Health Services**  
 DEPARTMENT CONTROL NO. **CHN-14-06550**  
 DATE **7/30/13** PAGE **1** OF **1**

Complete for Contract Order type Agreements and Contracts  
 AMOUNT OF THIS DBPO \$ **-** TOTAL APPROVED CONTRACT **\$18,471,407**  
 OTHER DEPARTMENT INFORMATION **CMS#8923** CIVIL SERVICE RESOLUTION NO.: **4151-09/10 6/21/10**

ORIGINAL CONTRACT NUMBER **BPHG11000009** PERIOD COVERED **7/1/2010**  
**DPHG13000133** TO **12/31/2015**

CONTRACTOR: **Health RIGHT 360** VENDOR NO: **08817** SUFFIX: **01**  
 ADDRESS: **Jail Psychiatric Services** FEIN/SSN No. **94-6129071**  
**P.O. Box 29917** Phone # **552-2114**  
**San Francisco CA 94129-0917**

DELIVER TO: **Services to be provided to clients at Contractor's treatment sites.** (Inter-Office)  
**CHN Accounting Office, SFGH Bldg. 20, Ward 25, Rm. 2512 1001 Potrero Ave. SF 94110**

TERMS OF PAYMENT: **Monthly** RETAINAGE REQUIRED, YES/NO: **NO**  
 IF YES, AMOUNT OR %

INSURANCE REQUIRED AMOUNT DATE ATT.  
 WORKER'S COMP **\$1,000,000 7/1/2014**   
 COMP. GEN. LIABILITY **\$1,000,000 7/1/2014**   
 AUTOMOBILE **\$1,000,000 7/1/2014**   
 UMBRELLA   
 OTHER **Professional**  
 INSURANCE- **\$1,000,000 7/1/2014**   
 OTHER INSURANCE-   
 ATTACHMENTS - Please identify by title or description

COMMODITY OR SERVICE CODE: **7400-18** DETAILED DESCRIPTION OF SERVICES AND PRODUCTS: **FY 13-14 MOD-2 to increase contract amount above \$10M for Board of Supervisors approval.**

Contract Term:	Original Award:	Contingency Approved	Contingency Used	Encumb. Total	Contingency Still Avail.	Blanket Total
07/01/10-12/31/15						
10-11 Prev. Encu.	\$ 3,191,010			\$ 3,191,010		
11-12 Prev. Encu.	\$ 3,191,010			\$ 3,191,010		
12-13 Prev. Encu.	\$ 3,251,958			\$ 3,251,958		
13-14 This Encu.	\$ -			\$ -		
13-14 To Be Encu.	\$ 3,251,958					
14-15 To Be Encu.	\$ 3,251,958					
15-16 To Be Encu.	\$ 1,625,979					
<b>Total contract</b>	<b>\$ 17,763,873</b>	<b>\$ 707,534</b>	<b>\$ -</b>	<b>\$ 6,442,968</b>	<b>\$ 707,534</b>	<b>\$18,471,407</b>

SYSTEM USE

PREPARED BY (Print)  
**Ada Ling**  
 Senior Administrative Analyst  
 Phone # 255-3493 Fax #252-3088

APPROVALS

APPROVED BY  
 (Signature) (Print Name)

MATERIALS, SUPPLIES, & SERVICES - PURCHASER  
 REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY  
 CONTROLLER

Line No.	Document Number	Amount	Index Code	Sub-Object	User Code	Project	Grant	Grant Detail	ADDENDUM ATTACHED

Nos. of Pages



Contractor: HealthRIGHT 360  
Program: Jail Psychiatric Services  
City Fiscal Year: 2010-2015

Appendix A-1  
07/01/10 through 12/31/15  
Funding Source: General Fund

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

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

New       Modification

3. **Goal Statement**

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

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

4. **Target Population**

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

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

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

**5. Modality(ies)/Intervention**

Units of Service/Definition	Units of Service	Number of Clients
Period: Annual Data for 07/01/10-12/31/15 To provide one month of Fiscal Intermediary Services to support Jail Psychiatric Services.	12	N/A
Assessment/Evaluation	6,177	5,300
Individual Treatment contacts	31,500	-incl-
Collateral Services contacts	3,500	-incl-
Case Management units	12,200	-incl-
Discharge Planning units	2,000	1,100

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

**6. Methodology**

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

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

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

During initial sessions, an assessment is made as to the severity of the problem and the patient's amenability to treatment while in jail. Should the mutual decision be made that

continuing sessions would be appropriate; clients are then seen in individual and/or group therapy.

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

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

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

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

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

The client's primary therapist, attorney, or probation officer usually makes a referral for this service. Once a referral is made, the client is evaluated for appropriateness for placement in terms of amenability to treatment, mental status, and legal situation. After consultation with the client, the client's attorney, the district attorney, the court, the probation/parole department, and Community Behavioral Health Services, a decision is made about the appropriateness and type of placement. All involved criminal justice agencies and the community agencies must

agree before a client can be placed. When necessary, a personal interview between the client and the prospective placement facility is arranged, via a court order, prior to final approval.

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

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

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

E. Please see Appendix B & B-1

## 7. Objectives and Measurements

### Administrative Objectives:

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

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

### Program Objectives:

#### A. Performance/Outcome Objectives

Psychiatric Housing



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

#### Patient Satisfaction

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

#### Client Medication

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

#### Reentry Planning

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

### **B. Other Measurable Objectives**

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

## 8. Continuous Quality Improvement

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

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

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

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

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

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

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

**Contractor: HealthRIGHT 360**  
**Program: Jail Psychiatric Services**  
**City Fiscal Year: 2010-2015**

**Appendix A-1**  
**07/01/10 through 12/31/15**  
**Funding Source: General Fund**

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

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

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



**Appendix B  
Calculation of Charges**

**1. Method of Payment**

**Actual Cost**

Contractor shall submit monthly invoices 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 are listed below and are attached hereto.

Appendix B Budget Summary

Appendix B-1 Jail Psychiatric Services

B. Contractor understands that, of the maximum dollar obligation **Eighteen Million Four Hundred Seventy One Thousand Four Hundred Seven Dollars (\$18,471,407)** listed in Section 5 of this Agreement, **\$707,534** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

July 1, 2010 through June 30, 2011	\$3,191,010
July 1, 2011 through June 30, 2012	\$3,191,010
July 1, 2012 through June 30, 2013	\$3,251,958
July 1, 2013 through June 30, 2014	\$3,251,958
July 1, 2014 through June 30, 2015	\$3,251,958
July 1, 2015 through December 31, 2015	<u>\$1,625,979</u>
July 1, 2010 through December 31, 2015	\$17,763,873

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

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



	A	B	C	D	E
1	Appendix B				Page 1
2	Document Date				7/1/2013
3	<b>DEPARTMENT OF PUBLIC HEALTH CONTRACT BUDGET SUMMARY</b>				
4	<b>BY PROGRAM</b>				
5	Contractor's Name			Contract Term	
6	HealthRIGHT 360			7/1/13 - 6/30/14	
7	(Check One) New	Renewal	Modification	X	
8	If modification, Effective Date of Mod.: 7/1/2013.			No. of Mod.: 2	
9	Program	Jail Psychiatric Services	n/a	n/a	Total
10	Program Narrative Page No.(s)	Exhibit A			
11	Program Term	7/1/13 - 6/30/14			7/1/13 - 6/30/14
12	<b>Expenditures</b>				
13	Salaries & Benefits	2,784,348			2,784,348
14	Operating Expense	119,186			119,186
15	Capital Expenditure	-			
16	<b>Direct Cost</b>	<b>2,903,534</b>			<b>2,903,534</b>
17	Indirect Cost	348,424			348,424
18	Indirect Percentage (%) of direct cost (Line 16)	12.00%			12.00%
19	<b>Total Expenditures</b>	<b>3,251,958</b>			<b>3,251,958</b>
20	<b>DPH Revenues</b>				
21	COUNTY OTHER	3,251,958			3,251,958
22					-
23	General Fund Contingency (12%)				-
24					
25					
26					
27					
28	<b>TOTAL DPH REVENUES</b>	<b>3,251,958</b>			<b>3,251,958</b>
29	<b>Other Revenues</b>				
30					
31					
32					
33					
34	<b>Total Revenues</b>	<b>3,251,958</b>			<b>3,251,958</b>
35	Total Units of Service	See DPH #1A			See DPH #1A
36	Cost Per Unit of Service	See DPH #1A			See DPH #1A
37	Full Time Equivalent (FTE)	-			-
38	Prepared by: Carrie Gustafson		Telephone No.: 995-1715		
39	DPH-CO Review Signature: _____				
40	DPH #1				

	A	B	C	D	E	F	
1						Appendix B	Page 2
2						Document Date	7/1/2013
3	<b>SUMMARY OF CLIENT SERVICES BY PROGRAM</b>						
4							
5							
6							
7	Program Name	Jail Psychiatric Services	TERM:		7/1/13 - 6/30/14		
8	(Same as Line 9 on DPH #1)						
9							
10			Total	No. of	No. of	Cost Per	
11	Mode and Service Function		Cost	Clients	Units	Unit	
12	15/30 Assessment/Evaluation		602,288	5,500	6,000	100.38	
13	15/40 Individual Treatment		1,956,945	INCL	26,305	74.39	
14	15/10 Collateral Services		194,045	INCL	3,400	57.07	
15	50/10 Case Management		448,404	INCL	11,000	40.76	
16	Discharge Planning		50,276	900	1,794	28.02	
17							
18							
19	Total:		3,251,958		48,499		
20							
21	Program Name		TERM:				
22	(Same as Line 9 on DPH #1)						
23							
24			Total	No. of	No. of	Cost Per	
25	Mode and Service Function		Cost	Clients	Units	Unit	
26							
27							
28							
29							
30							
31							
32							
33							
34	Program Name		TERM:				
35	(Same as Line 9 on DPH #1)						
36							
37			Total	No. of	No. of	Cost Per	
38	Mode and Service Function		Cost	Clients	Units	Unit	
39							
40							
41							
42							
43							
44							
45							
46	DPH #1A						



	A	B	C	D	E	F	G	H	I	J	K	
1											Appendix B-1	Page 1
2											Document Date	7/1/2013
3												
4	Program Name <u>Jail Psychiatric Services</u>											
5	(Same as Line 9 on DPH #1)											
6												
7	<b>Salaries &amp; Benefits Detail</b>											
8												
9												
10												
11	TERM <u>7/1/13 - 6/30/14</u>											
12	POSITION TITLE		FTE	SALARIES								
13	Administrative Assistant		1.90	92,280								
14	Deputy Director		1.00	90,190								
15	Director - JPS		1.00	96,257								
16	Director - JAS		1.00	90,235								
17	Case Managers		1.00	37,707								
18	Coordinator		1.00	47,121								
19	Program Director		1.00	92,836								
20	Psychiatrists (MD)		0.76	121,222								
21	Psychologists (PhD)		1.00	95,212								
22	Counselor		2.50	183,438								
23	Medical Director		0.80	132,822								
24	Site Manager		3.00	156,941								
25	Therapist		16.15	1,027,435								
26												
27												
28	TOTALS		32.11	2,263,697								
29												
30												
31	EMPLOYEE FRINGE BENEFITS		23%	520,650								
32												
33												
34	<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>2,784,348</b>									
35	DPH #2											



	A	B	C	D	E	F	G	H	I
1							Appendix B-1	Page 3	
2							Document Date	7/1/2013	
3									
4	Program Name		Jail Psychiatric Services						
5	(Same as line 9 on DPH #1)								
6									
7	<b>Indirect Cost Detail</b>								
8									
9	<b>1. Salaries and Benefits</b>								
10									
11			TERM	7/1/13 - 6/30/14					
12	Position Title		FTE	SALARIES					
13	President			-					
14	Chief Executive Officer		0.2420	56,879					
15	Chief Financial Officer		0.2420	24,204					
16	Administrative Support		0.7261	19,266					
17	Accounting Department		1.4522	58,245					
18	Human Resources Department		0.7261	23,731					
19									
20									
21									
22									
23	EMPLOYEE FRINGE BENEFITS		23%	41,938					
24	TOTAL SALARIES & BENEFITS		3.3885	224,264					
25									
26	<b>2. Operating Cost</b>								
27									
28	Expenditure Category								
29	Rental of Property			14,631					
30	Utilities (Elec, Water, Gas, Phone, Scavenger)			12,199					
31	Building Maintenance Supplies and Repair			8,961					
32	Office Supplies and Postage			16,534					
33	Insurance, Audit, and Legal			22,057					
34	Staff Training			230					
35	Rental of Equipment			97					
36	Staff Travel			17,985					
37	Consultants and Subcontractors			31,466					
38									
39									
40									
41	TOTAL OPERATING COST			124,160					
42									
43	TOTAL INDIRECT COST			348,424					
44	(Salaries & Benefits + Operating Cost)								
45	DPH #5								



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
6/27/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Cariback Avenue Walnut Creek, CA 94596 CA License #0564249	<b>CONTACT NAME:</b> Shelaine Gonsalves		
	<b>PHONE (A/C, No, Ext):</b> 925-934-8500	<b>FAX (A/C, No):</b> 925-934-8278	
<b>EMAIL ADDRESS:</b> ShelaineG@heffins.com			
<b>INSURED</b> HealthRIGHT360 1735 Mission Street San Francisco, CA 94103	<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A:	Arch Specialty Insurance Company	11150
	INSURER B:	Cypress Insurance Company	10855
	INSURER C:	Travelers	19038
	INSURER D:	Great American	39896
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		NTPKG0068202	07/01/13	07/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		NTAUTO0026002	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			NTUMB0032602	07/01/13	07/01/14	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3300064772131	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT 1,000,000
A	Professional Liability			NTPKG0068202	07/01/13	07/01/14	Each claim/aggregate \$1mm/\$3mm Each claim/aggregate \$3mm/\$3mm Limit \$10,000,000 Limit \$10,000,000 Each claim/aggregate \$2mm/\$2mm
A	Excess Professional Liability			NTUMB0032602	07/01/13	07/01/14	
C	Crime			105642284	07/01/13	07/01/14	
D	Excess Crime			SAA024161702	07/01/13	07/01/14	
A	Sexual Misconduct			NTPKG0068202	07/01/13	07/01/14	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: As Per Contract or Agreement on File with Insured.  
 The City & County of San Francisco, its officers, agents and employees are included as additional insured with respects to general liability & automobile liability policies if required by written contract per attached endorsements.

<b>CERTIFICATE HOLDER</b>  City & County of San Francisco It's officers, agents & Employees 1380 Howard Street Rm442 San Francisco, CA 94103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s)</b>
The City & County of San Francisco, its officers, agents and employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of **March 20, 2012**, in San Francisco, California, by and between **Haight Ashbury Free Clinic-Walden House – Jail Psychiatric Services** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

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

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4151-09/10** on **June 21, 2010**;

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

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

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010 from the RFP 23-2009, dated July 31, 2009, Contract Numbers DPHG11000009 and DPHG11000260 between Contractor and City, as amended by this First Amendment.

**1b. 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:

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2012.

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

2. Term of the Agreement

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

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million One Hundred Forty Seven Thousand Eight Hundred Sixty Two**

**Dollars (\$7,147,862)** The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

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

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

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

**5. Compensation**

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Ninety Nine Thousand Dollars (\$9,999,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

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

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

**2c. Revised Appendix J, Emergency Response is hereby attached.**

**2d. Appendix K, The Declaration of Compliance is hereby added.**

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

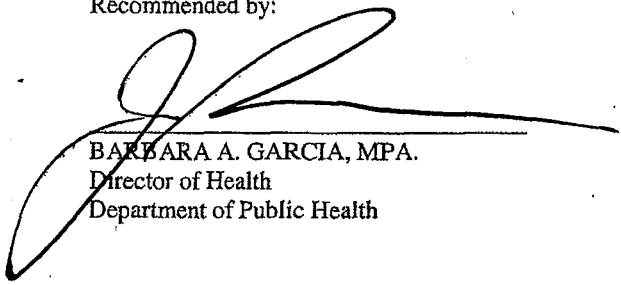
**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

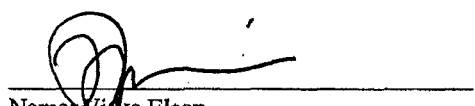
Recommended by:



BARBARA A. GARCIA, MPA.  
Director of Health  
Department of Public Health

CONTRACTOR:

Haight Ashbury Free Clinics, Inc.  
- Jail Psychiatric Services



Name: Vika Elsen  
Title: Executive Director  
P. O. Box 29917  
San Francisco, CA 94129

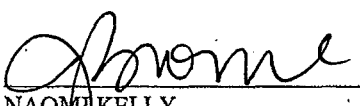
Approved as to Form:

Dennis J. Herrera  
City Attorney

City vendor number: 08817

for   
By: SHERRIL SOKELAND KAISER  
Deputy City Attorney

Approved:

for   
NAOMI KELLY  
Director of the Office of Contract Administration, and  
Purchaser

15 2012 04 11:13  
RECEIVED  
HAFC - Jail Psychiatric Services  
CMS#6923  
3/20/12

ADPICS/FAMIS - FY 11-12  
 CITY/COUNTY OF SAN FRANCISCO  
 CONTRACT PURCHASE ORDER INPUT FORM

Original  
 Modification-Increase  
 -Decrease  
 Date Change Only


DOCUMENT NUMBER	DEPARTMENT: <b>DPH 81 / CHN / Jail Health Services</b>
	DEPARTMENT CONTROL NO. <b>CHN-12-06550</b>
	DATE: <b>3/22/12</b> PAGE: <b>1</b> OF <b>1</b>

Complete for Contract Order type Agreements and Contracts		TOTAL APPROVED CONTRACT	<b>\$ 9,999,000</b>
AMOUNT OF THIS DBPO			
OTHER DEPARTMENT INFORMATION OR NUM	CIVIL SERVICE RESOLUTION NO.:	ORIGINAL CONTRACT NUMBER	PERIOD COVERED
<b>CMS#6923</b>	<b>4151-09/10 6/21/10</b>	<b>BPHG11000009</b>	BLANKET THIS ENCUMBRAN
		FROM	<b>07/01/11</b>
		TO	<b>06/30/12</b>

CONTRACTOR: <b>Haight Ashbury Free Clinic-Walden House</b>	VENDOR NO. <b>08817</b>	SUFFIX: <b>01</b>	DELIVER TO:	SEND INVOICES IN DUPLICATE (Inter-Office)
ADDRESS: <b>Jail Psych Services</b>	FEIMSSN No. <b>94-6129071</b>	Phone # <b>552-2114</b>	Services to be provided to clients at Contractor's treatment sites.	<b>CHN Accounting Office, SFGH</b>
<b>P.O. Box 29917</b>				<b>Bldg. 20, Ward 25, Rm. 2512</b>
<b>San Francisco CA 94129-0917</b>				<b>1001 Potrero Ave. SF 94110</b>

TERMS OF PAYMENT	RETAINAGE REQUIRED, YES/NO: <b>NO</b>	INSURANCE REQUIRED	AMOUNT	EXPIRATION DATE	ATTAL.
<b>Monthly</b>	IF YES, AMOUNT OR %				

COMMODITY OR SERVICE CODE #	DETAILED DESCRIPTION OF SERVICES AND PRODUCTS	REQUIRED	AMOUNT	EXPIRATION DATE	ATTAL.
<b>7400-18</b>	<b>FY 11-12 #3 Contract Extension</b>	WORKER'S COMP	<b>\$1,000,000</b>	<b>7/1/2012</b>	<input checked="" type="checkbox"/>
		COMP. GEN. LIABILITY	<b>\$1,000,000</b>	<b>7/1/2012</b>	<input checked="" type="checkbox"/>
		AUTOMOBILE	<b>\$1,000,000</b>	<b>7/1/2012</b>	<input checked="" type="checkbox"/>
		UMBRELLA			<input type="checkbox"/>
		OTHER <b>Professional</b>			
		INSURANCE-	<b>\$1,000,000</b>	<b>7/1/2012</b>	<input checked="" type="checkbox"/>
		OTHER INSURANCE-			<input type="checkbox"/>
		ATTACHMENTS - Please identify by title or description			<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
		SYSTEM USE			

Contract Term:	AMT OF DBPO	CHANGE ORDER	Revised DBPO
<b>7/1/10-12/31/15</b>			
10/11 Prev. Encumb.	\$ 3,191,010		
11/12 Prev. Encumb.	\$ 3,191,010		
12/13 To Be Encumb.	\$ 3,191,010		
13/14 To Be Encumb.	\$ 425,970		
14/15 TBD			
15/16 TBD			
<b>Total contract</b>	<b>\$ 9,999,000</b>		<b>\$ -</b>

PREPARED BY (Print) <b>Ada Ling</b> Senior Administrative Analyst Phone # <b>255-3493</b> Fax # <b>252-3088</b>	APPROVALS
APPROVED BY (Signature) (Print Name)	MATERIALS, SUPPLIES, & SERVICES - PURCHASER
	REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY
	CONTROLLER

Line No.	Document Number	Amount	Index Code	Sub-Object	User Code	Project	Grant	ATTACHED
No.	Number	Suffix	Amount			Project	Grant	Grant Detail
			\$ -					

Nos. of Pages

**Appendix B  
Calculation of Charges**

**1. Method of Payment**

**Actual Cost**

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 are listed below and are attached hereto.

Appendix B Budget Summary

Appendix B-1 Jail Psychiatric Services

B. Contractor understands that, of the maximum dollar obligation **Nine Million Nine Hundred Ninety Nine Thousand Dollars (\$9,999,000)** listed in Section 5 of this Agreement, **\$0.00** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

July 1, 2010 through June 30, 2011	\$3,191,010
July 1, 2011 through June 30, 2012	\$3,191,010
July 1, 2012 through December 31, 2015	<u>\$3,616,980</u>
July 1, 2010 through December 31, 2015	\$9,999,000

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

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

	A	B	C	D	E
1	Appendix B				Page 2
2	Document Date				12/14/2011
3	<b>DEPARTMENT OF PUBLIC HEALTH CONTRACT BUDGET SUMMARY</b>				
4	<b>BY PROGRAM</b>				
5	Contractor's Name			Contract Term	
6	Haight Ashbury Free Clinics-Walden House			7/1/11 - 6/30/12	
7	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/>				
8	If modification, Effective Date of Mod.:			No. of Mod.:	
9	Program	Jail Psychiatric Services	n/a	n/a	Total
10	Program Narrative Page No.(s)	Exhibit A			
11	Program Term	7/1/11 - 6/30/12			7/1/11 - 6/30/12
12	<b>Expenditures</b>				
13	Salaries & Benefits	2,730,851			2,730,851
14	Operating Expense	118,265			118,265
15	Capital Expenditure				
16	<b>Direct Cost</b>	<b>2,849,116</b>			<b>2,849,116</b>
17	Indirect Cost	341,894			341,894
18	<i>Indirect Percentage (%) of direct cost (Line 16)</i>	12.00%			12.00%
19	<b>Total Expenditures</b>	<b>3,191,010</b>			<b>3,191,010</b>
20	<b>DPH Revenues</b>				
21	COUNTY OTHER	3,191,010			3,191,010
22					-
23	General Fund Contingency (12%)				-
24					
25					
26					-
27					
28	<b>TOTAL DPH REVENUES</b>	<b>3,191,010</b>			<b>3,191,010</b>
29	<b>Other Revenues</b>				
30					
31					
32					
33					
34	<b>Total Revenues</b>	<b>3,191,010</b>			<b>3,191,010</b>
35	Total Units of Service	See DPH #1A			See DPH #1A
36	Cost Per Unit of Service	See DPH #1A			See DPH #1A
37	Full Time Equivalent (FTE)	32.11			32.11
38	Prepared by: Carrie Gustafson	Telephone No.: 995-1715			
39	DPH-CO Review Signature: _____				
40	<b>DPH #1</b>				

	A	B	C	D	E	F	
1						Appendix B	Page 3.
2						Document Date	12/14/2011
3	<b>SUMMARY OF CLIENT SERVICES BY PROGRAM</b>						
4							
5							
6							
7							Program Name
8	(Same as Line 9 on DPH #1)						
9							
10			Total	No. of	No. of	Cost Per	
11	Mode and Service Function		Cost	Clients	Units	Unit	
12	15/30 Assessment/Evaluation		591,000	5,500	6,000	98.50	
13	15/40 Individual Treatment		1,920,268	INCL	26,305	73.00	
14	15/10 Collateral Services		190,408	INCL	3,400	56.00	
15	50/10 Case Management		440,000	INCL	11,000	40.00	
16	Discharge Planning		49,334	900	1,794	27.50	
17							
18							
19	Total:		3,191,010		48,499		
20							
21	Program Name		TERM:				
22	(Same as Line 9 on DPH #1)						
23							
24			Total	No. of	No. of	Cost Per	
25	Mode and Service Function		Cost	Clients	Units	Unit	
26							
27							
28							
29							
30							
31							
32							
33							
34	Program Name		TERM:				
35	(Same as Line 9 on DPH #1)						
36							
37			Total	No. of	No. of	Cost Per	
38	Mode and Service Function		Cost	Clients	Units	Unit	
39							
40							
41							
42							
43							
44							
45							
46	<b>DPH #1A</b>						



	A	B	C	D	E	F	G	H	I
1							Appendix B-1	Page 2	
2							Document Date	12/14/2011	
3									
4	Program Name <u>Jail Psychiatric Services</u>								
5	(Same as Line 9 on DPH #1)								
6									
7	<b>Operating Expense Detail</b>								
8									
9					PREVIOUS	PROPOSED			
10					TRANSACTION	TRANSACTION		INCREASE	
11	<b>Expenditure Category:</b>				TERM	7/1/10-6/30/11	7/1/11 - 6/30/12	(DECREASE)	
12	<b>Occupancy</b>								
13	Storage Rental				251	255	4		
14	Pagers, Telephone, Offsite Computer Access				3,200	4,450	1,250		
15									
16	<b>Materials and Supplies</b>								
17	Office Supplies/Postage				5,250	5,000	(250)		
18	Printing and Reproduction				350	350	-		
19	Program/Educational Supplies				5,500	5,000	(500)		
20	Postage				300	300	-		
21	Dues and Subscriptions				560	400	(160)		
22	Equipment & Furniture				1,900	2,100	200		
23									
24	<b>General Operating</b>								
25	Insurance-Professional Liability, Commercial				72,076	73,000	924		
26	Staff Training				4,000	4,650	650		
27	Courier				325	325	-		
28	Recruitment				525	625	100		
29									
30	<b>Staff Travel-(Local &amp; Out of Town)</b>								
31	Local Travel/mileage				650	1,900	1,250		
32	Parking				400	400	-		
33	Long Distance Travel				-	-	-		
34									
35	<b>Consultant/Subcontractor Descriptive Title</b>								
36	Consultant/Legal				9,590	7,010	(2,580)		
37	Counselor				3,000	7,500	4,500		
38									
39	<b>Other</b>								
40	Client-related Expenses				5,500	5,000	(500)		
41	Case Management Exps & Hotel Vouchers				-	-	-		
42									
43	<b>TOTAL OPERATING EXPENSE</b>				<b>113,377</b>	<b>118,265</b>	<b>4,888</b>		
44									
45	<b>DPH #3</b>								

	A	B	C	D	E	F	G	H	I	
1							Appendix B-1	Page 3		
2							Document Date	12/14/2011		
3										
4	Program Name	Jail Psychiatric Services								
5	(Same as line 9 on DPH #1)									
6										
7	<b>Indirect Cost Detail</b>									
8										
9	<b>1. Salaries and Benefits</b>		PREVIOUS TRANSACTION			PROPOSED TRANSACTION				
10			7/1/09-6/30-10			7/1/11 - 6/30/12				
11			TERM		TERM			INCREASE		
12	Position Title	FTE	SALARIES	FTE	SALARIES			(DECREASE)		
13	President		-		-			-		
14	Chief Executive Officer	0.2742	64,106	0.2375	55,813			(8,294)		
15	Chief Financial Officer	0.2742	27,279	0.2375	23,750			(3,529)		
16	Administrative Support	0.0823	21,714	0.7125	18,905			(2,809)		
17	Accounting Department	1.6452	65,645	1.4250	57,153			(8,492)		
18	Human Resources Department	0.8226	26,746	0.7125	23,287			(3,459)		
19								-		
20										
21										
22										
23	EMPLOYEE FRINGE BENEFITS	23%	53,429	23%	41,152			(12,278)		
24	TOTAL SALARIES & BENEFITS	4.1892	258,919	3.3250	220,059			(38,860)		
25										
26	<b>2. Operating Cost</b>									
27										
28	Expenditure Category									
29	Rental of Property		16,490		14,357			(2,133)		
30	Utilities (Elec, Water, Gas, Phone, Scavenger)		13,748		11,970			(1,778)		
31	Building Maintenance Supplies and Repair		10,096		8,793			(1,303)		
32	Office Supplies and Postage		18,634		16,224			(2,410)		
33	Insurance, Audit, and Legal		24,856		21,644			(3,212)		
34	Staff Training		259		226			(33)		
35	Rental of Equipment		109		95			(14)		
36	Staff Travel		20,275		17,653			(2,622)		
37	Consultants and Subcontractors		35,464		30,877			(4,587)		
38			-		-					
39										
40										
41	TOTAL OPERATING COST		139,931		121,838			(18,093)		
42										
43	TOTAL INDIRECT COST		398,850		341,894			(56,956)		
44	(Salaries & Benefits + Operating Cost)									
45	DPH #5									



## Appendix J

### Emergency Response

(Applicable to sites and/or programs located in San Francisco only)

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 operating in San Francisco. 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 sites. 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.

## **Appendix K**

### **THE DECLARATION OF COMPLIANCE**

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

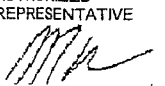
<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carlback Avenue Walnut Creek, CA 94596 CA License #0564249	<b>CONTACT NAME:</b> Sheilaine Gonsalves		
	<b>PHONE (A/C, No, Ext):</b> 925-934-8500	<b>FAX (A/C, No):</b> 925-934-8278	
<b>EMAIL ADDRESS:</b> ShelaineG@heffins.com			
<b>INSURED</b> Haight Ashbury Free Clinic, Inc. 1735 Mission Street San Francisco, CA 94103	<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A:	Arch Insurance Company	11150
	INSURER B:	Everest Insurance Company	10851
	INSURER C:	Travelers	19038
	INSURER D:	Great American	39896
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		NTPKG0068200	07/01/11	07/01/12	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			NTAUT0026000	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB EXCESS LIAB			NTUMB0032600	07/01/11	07/01/12	EACH OCCURRENCE	\$3,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE	\$3,000,000
								\$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6600001439111	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	1,000,000
							E.L. DISEASE - EA EMPLOYEE	1,000,000
							E.L. DISEASE - POLICY LIMIT	1,000,000
A	Professional Liability Excess Professional Liability			NTPKG0068200 NTUMB0032600	07/01/11 07/01/11	07/01/12 07/01/12	Each claim/aggregate	\$1mm/\$3mm
	Crime Excess Crime			105642284 SAA024161700	07/01/11 07/01/11	07/01/12 07/01/12	Each claim/aggregate	\$3mm/\$3mm
							Limit	\$10,000,000
							Limit	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The City & County of San Francisco, its officers, agents and employees are included as additional insured with respects to general liability & automobile liability per the form file with the carrier.

<b>CERTIFICATE HOLDER</b>  City & County of San Francisco It's officers, agents & Employees 1380 Howard Street Rm442 San Francisco, 94103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
---

The City & County of San Francisco, its officers, agents and employees are included as additional insured with respects to general liability per the form on file with the carrier.
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

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

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

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

## ULTRA AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following.

### BUSINESS AUTO COVERAGE FORM

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

#### EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### TEMPORARY SUBSTITUTE AUTO - PHYSICAL DAMAGE COVERAGE

Under paragraph C. - CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 - COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### BROAD FORM NAMED INSURED

SECTION II - LIABILITY COVERAGE - A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for business auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

#### BLANKET ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE - A.1. WHO

IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:

- (1) The "insured Contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
- (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
- (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- (6) The coverage provided will not exceed the lesser of
  - (a) the coverage and/or limits of this policy; or

(b) the coverage and/or limits required by the "insured contract".

(7) A person's or organization's status as an "insured" under this subparagraph ends when your operations for that "insured" are completed.

#### **FELLOW EMPLOYEE COVERAGE – EXECUTIVE OFFICES**

Exclusion 5: FELLOW EMPLOYEE of SECTION II – LIABILITY COVERAG – B. EXCLUSIONS is amended by the addition of the following:

This exclusion does not apply to liability incurred by your employees that are executive officers.

#### **PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

The first sentence of paragraph A.4 of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

5. We will pay for the expense of returning a stolen covered "auto" to you.

#### **AIRBAG COVERAGE**

Under paragraph B. – EXCLUSIONS of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### **LEASE GAP COVERAGE**

Under paragraph C – LIMIT OF INSURANCE OF SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

4. the most we will pay for a total "loss" in any on "accident" is the greater of the following, subject to a \$1,500 maximum limit:
  - a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or
  - b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- 1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- 2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- 3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- 4) Transfer or rollover balances from previous loans or leases.
- 5) Final payment due under a "Balloon Loan".
- 6) The dollar amount of any un-repaired damage that occurred prior to the total loss" of a covered "auto".
- 7) Security deposits not refunded by a lessor.
- 8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- 9) Any amount representing taxes.
- 10) Loan or lease termination fees.

#### **GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under paragraph d. – DEDUCTIBLE of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITION 2.a. – DUTIES IN THE EVENT OF ACCIDENT, CLAIMS, SUIT OR LOSS – of SECTION IV – BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the accident is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**RESULTANT MENTAL ANGUISH COVERAGE**

SECTION V – DEFINITIONS – C. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired “autos” are covered “autos” for Liability coverage and if comprehensive, specified Causes of Loss or collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire or borrow of the private passenger or light truck (10,000 lbs. Or less gross vehicle weight) type, subject to the following limit.

The most we will pay for loss to any hired “auto” is \$50,000 or actual Cash Value or cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned “auto” of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own of the private passenger or light truck type.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE – LOSS OF USE**

SECTION III – PHYSICAL A.4.b Form does not

apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired “auto” if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

**RENTAL REIMBURSEMENT COVERAGE**

A. This coverage applies only to a covered “auto” of the private passenger or light truck (10,000 lbs. Or less gross vehicle weight) type.

B. We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of a covered “loss” to a covered “auto.” Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto.” No deductible apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered “auto.” If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered “auto” and return it to you.

2. 30 days.

D. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. \$50 per day

E. this coverage does not apply while there are spare or reserve “autos” available to you for your operations.

F. If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.

G. The Rental Reimbursement Coverage described above does not apply to a covered “auto” that is described or designated as a covered “auto” on Rental Reimbursement coverage form CA 99 23

**AUDIO, VISUAL AND SATA ELECTRONIC**

## EQUIPMENT COVERAGE

### A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.
3. If audio, Visual and data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, visual and Data Electronic Equipment Coverage described above does not apply.

### B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for wither any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently

installed in the covered "auto"; and

- b. permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

### C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss: to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - c. \$1,000
1. an adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss."

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto coverage form's Comprehensive or Collision coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.

2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage form's specified Causes of Loss coverage, then for each covered



"auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

#### **BLANKET WAIVER OF SUBROGATION**

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under section II - LIABILITY COVERAGE - A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITION INSURED.

#### **PERSONAL EFFECTS COVERAGE**

A. SECTION III-PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

##### **c. Personal Effects Coverage**

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

B. SECTION V - DEFINITIONS is amended by adding the following:

Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.

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

## ULTRA AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

#### EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### TEMPORARY SUBSTITUTE AUTO – PHYSICAL DAMAGE COVERAGE

Under paragraph C. – CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 – COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE – A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for business auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

#### BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE – A.1. WHO

IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:

- (1) The "insured Contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
- (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
- (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- (6) The coverage provided will not exceed the lesser of
  - (a) the coverage and/or limits of this policy; or

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

Agreement between the City and County of San Francisco and

Haight Ashbury Free Clinics, Inc. – Jail Psychiatric Services

This Agreement is made this 1st day of July, 2010 in the City and County of San Francisco, State of California, by and between: **Haight Ashbury Free Clinics, Inc. – Jail Psychiatric Services** hereinafter referred to as “Contractor,” and the City and County of San Francisco, a municipal corporation, hereinafter referred to as “City,” acting by and through its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing.”

**Recitals**

WHEREAS, the Department of Public Health, Community Health Network, Jail Health Services (“Department”) wishes to secure psychiatric and substance abuse treatment; and,

WHEREAS, a Request for Proposal (“RFP”) was issued on **July 31, 2009** and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC 4151-09/10 on June 21, 2010;

Now, THEREFORE, the parties agree as follows:

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2012. The City shall have the sole discretion to exercise the following options pursuant to RFP23-2009 dated July 31, 2009, to extend the Agreement term:

Option 1: July 1, 2012 – June 30, 2013

Option 2: July 1, 2013 – June 30, 2014

Option 3: July 1, 2014 – June 30, 2015

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Department of Public Health**, in his or her sole discretion, concludes has been performed as of the 30<sup>th</sup> day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million One Hundred Forty Seven Thousand Eight Hundred Sixty Two Dollars (\$7,147,862)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number and must conform to Appendix F. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San

Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**9. Disallowance.** If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

**10. Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**11. Payment Does Not Imply Acceptance of Work.** The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

**12. Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

**13. Responsibility for Equipment.** City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

**14. Independent Contractor; Payment of Taxes and Other Expenses**

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any

other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

## 15. Insurance

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

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section:

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

during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

## **16. Indemnification**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.



17. **Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. **Left blank by agreement of the parties. (Liquidated damages)**

20. **Default; Remedies.** Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

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

- |   |                                       |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties.     | 37. Drug-free workplace policy,       |
| 10. Taxes   | 53. Compliance with laws              |
| 15. Insurance                                       | 55. Supervision of minors             |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment                                      | 58. Graffiti removal                  |
- And, item 1 of Appendix D attached to this Agreement

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation)

to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

## **21. Termination for Convenience**

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- 7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

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

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

**22. Rights and Duties upon Termination or Expiration.** This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- |   |   |
|---|---|
| 8. Submitting false claims                                      | 26. Ownership of Results                                |
| 9. Disallowance   | 27. Works for Hire                                      |
| 10. Taxes   | 28. Audit and Inspection of Records                     |
| 11. Payment does not imply acceptance of work                   | 48. Modification of Agreement.                          |
| 13. Responsibility for equipment                                | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue                 |
| 15. Insurance   | 51. Construction  |
| 16. Indemnification   | 52. Entire Agreement                                    |

- 17. Incidental and Consequential Damages
- 18. Liability of City
- 24. Proprietary or confidential information of City

- 56. Severability
- 57. Protection of private information  
And, item 1 of Appendix D attached to this Agreement.

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

**23. Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

**24. Proprietary or Confidential Information of City**

a. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services under this Agreement, whether disclosed by the City or by the individuals themselves, shall be held in the strictest confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. Contractor understands and agrees that this duty of care shall extend to confidential information contained or conveyed in any form, including but not limited to documents, files, patient or client records, facsimiles, recordings, telephone calls, telephone answering machines, voice mail or other telephone voice recording systems, computer files, e-mail or other computer network communications, and computer backup files, including disks and hard copies. The City reserves the right to terminate this Agreement for default if Contractor violates the terms of this section.

c. Contractor shall maintain its books and records in accordance with the generally accepted standards for such books and records for five years after the end of the fiscal year in which Services are furnished under this Agreement. Such access shall include making the books, documents and records available for inspection, examination or copying by the City, the California Department of Health Services or the U.S. Department of Health and Human Services and the Attorney General of the United States at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California. This provision shall also apply to any subcontract under this Agreement and to any contract between a subcontractor and related organizations of the subcontractor, and to their books,

documents and records. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. The City owns all records of persons receiving Services and all fiscal records funded by this Agreement if Contractor goes out of business. Contractor shall immediately transfer possession of all these records if Contractor goes out of business. If this Agreement is terminated by either party, or expires, records shall be submitted to the City upon request.

e. All of the reports, information, and other materials prepared or assembled by Contractor under this Agreement shall be submitted to the Department of Public Health Contract Administrator and shall not be divulged by Contractor to any other person or entity without the prior written permission of the Contract Administrator listed in Appendix A.

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 307 San Francisco, California 94102	FAX: (415) 252-3088 e-mail: Ada.ling@sfdph.org
And:	Dr. Joe Goldenson, MD Jail Health Services 650 5 <sup>th</sup> Street, Suite. 309 San Francisco, California 94107	FAX: (415) 348-8604 e-mail: joe.goldenson@sfdph.org
To CONTRACTOR:	Haight Ashbury Free Clinics, Inc PO BOX 29917 SAN FRANCISCO, CA 94129-0917	FAX: (415)746-1968 e-mail: John@HAFCL.org

Any notice of default must be sent by registered mail.

**26. Ownership of Results.** Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

**27. Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**28. Audit and Inspection of Records**

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

b. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

c. The Director of Public Health or his / her designee may approve of a waiver of the aforementioned audit requirement if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

d. Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

**29. Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**30. Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

**31. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other

party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**32. Earned Income Credit (EIC) Forms.** Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

**33. Local Business Enterprise Utilization; Liquidated Damages**

**a. The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**b. Compliance and Enforcement**

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

#### **34. Nondiscrimination; Penalties**

**a. Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**b. Subcontracts.** 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.

**c. Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**d. Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

**e. Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing,



Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**35. MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

**36. Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**37. Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

**38. Resource Conservation.** Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

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

**40. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**41. Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative

Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

**42. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

**43. Requiring Minimum Compensation for Covered Employees**

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within

90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

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

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

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

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

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

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

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

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

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

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

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

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

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

#### 45. First Source Hiring Program

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an

adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.** Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial

cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**f. Subcontracts.** 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.

**46. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San

Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**47. Preservative-treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

**49. Administrative Remedy for Agreement Interpretation – DELETED by mutual agreement of the parties**

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

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

**52. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

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

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



**55. Supervision of Minors.** Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

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

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

**58. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual

pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

**59. Food Service Waste Reduction Requirements.** Effective June 1, 2007 Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**60. Left blank by agreement of the parties. (Slavery era disclosure)**

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

**62. Dispute Resolution Procedure.** A Dispute Resolution Procedure is attached under the Appendix G to address issues that have not been resolved administratively by other departmental remedies.

**63. Additional Terms.** Additional Terms are attached hereto as Appendix D and are incorporated into this Agreement by reference as though fully set forth herein.


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

CITY

CONTRACTOR

Recommended by:

**Haight Ashbury Free Clinics, Inc.**  
**- Jail Psychiatric Services**

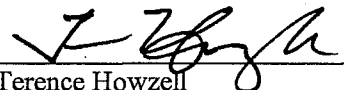
  
\_\_\_\_\_  
MITCHELL H. KATZ, M.D. / 7/9/10  
Director of Health / Date

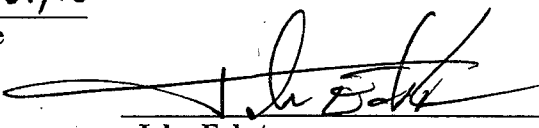
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

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: Terence Howzell / 7/21/10  
Deputy City Attorney / Date

  
\_\_\_\_\_  
John Eckstrom / 7 JULY 2010  
Chief Executive Officer / Date  
PO Box 29917  
San Francisco, California 94129-0917

Approved:

  
\_\_\_\_\_  
Naomi Kelly / 8/13/10  
Director Office of Contract / Date  
Administration and Purchaser

City vendor number: 08817

**Appendices**

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Reserved
- D: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution
- H: Prisoner Grievances
- I: SFDPH Private Policy Compliance Standards
- J: Emergency Response

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GENERAL

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

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Frank Patt, 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. 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.

G. 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."

**Description of Services**

Detailed description of services are listed below and are attached hereto

Appendix A-1 Jail Psychiatric Services

## Appendix A -1

- 1. Program Name: Jail Psychiatric Services**  
**Program Address: 650 5<sup>th</sup> St., #309**  
**City, State, Zip Code: San Francisco, CA 94107**  
**Telephone: (415) 995-1713**  
**Facsimile: (415) 368-8604**

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

New       Modification

- 3. Goal Statement**

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

- 4. Target Population**

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

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

- 5. Modality(ies)/Intervention**

6,000 units - Assessment/Evaluation  
26,305 units – Individual Treatment contacts  
3,400 – Collateral Services contacts  
11,000 – Case Management units  
1,794 – Discharge Planning units

Approximately 25% of the total units of service will be in the form of crisis intervention.  
Approximately 45% of the total units of service will be in the form of short term/group therapy.  
Approximately 30% of the total units of service will be in the form of discharge planning/aftercare.



Approximately 15-20% of all clients seen will receive psychotropic medications.

## 6. Methodology

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Please see Appendix B & B-1

## 7. Objectives and Measurements

### A. Performance/Outcome Objectives

#### Psychiatric Housing

By the end of August 2010, 75% of clients in psychiatric housing will be attending a minimum of 3 groups a week as measured by chart review and documented in the medical record.

#### Patient Satisfaction

By October 2010, 90% of Patient Satisfaction Survey respondents will reply "yes" to the question, "Do you feel that the psychiatric staff treated you with care and respect?"

#### Client Medication

By October 2010, 90% of clients in psychiatric housing who are refusing to take their prescribed psychotropic medication will meet with a mental health professional about their decision within 48 hours as measured by chart review and documented in the medical record.

#### Discharge Planning

By December 2010, 100% of inmates with a chronic and persistent mental illness will have a re-entry plan as measured by chart review and documented in the medical record.

## B. Other Measurable Objectives

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

## 8. Continuous Quality Improvement

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

Quality Improvement. Internal evaluation and quality assurance are maintained by a clinical supervision structure, chart review, and peer review systems. Regularly scheduled staff meetings also provide a forum for formal and informal case conferences and clinical feedback.

The JPS peer review committee operates according to Jail Health Services' Policy and Procedure guidelines and JPS participates actively in JHS' Continuous Quality Improvement program.

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

The Medical Director, Don Seaver, MD, is responsible for monitoring the prescribing of medications, treatment plans, informed consent, and charting. He also implements and monitors medication policies and procedures. He sits on the Clinical Governance and Peer Review Committee for Haight Ashbury Free Clinics, Inc. These two committees monitor the provision of appropriate and quality medical and clinical care for all HAFCI programs and clinics.

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

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

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

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

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

**Appendix B**  
**Calculation of Charges**

**1. Method of Payment**

**Actual Cost**

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 are listed below and are attached hereto.

Appendix B Budget Summary

Appendix B-1 Jail Psychiatric Services

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$765,842** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

July 1, 2010 through June 30, 2011	\$3,191,010
July 1, 2011 through June 30, 2012	<u>\$3,191,010</u>
Original Award	\$6,382,020
Contingency	<u>\$765,842</u>
July 1, 2010 through June 30, 2012	\$7,147,862

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

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

	A	B	C	D	E
1				Appendix B	Page 1
2				Document Date	5/18/2010
3	<b>DEPARTMENT OF PUBLIC HEALTH CONTRACT BUDGET SUMMARY</b>				
4	<b>BY PROGRAM</b>				
5	Contractor's Name			Contract Term	
6	Haight Ashbury Free Clinics, Inc.			7/1/10 - 6/30/11	
7	(Check One) New <input checked="" type="checkbox"/>	Renewal	Modification		
8	If modification, Effective Date of Mod.:			No. of Mod.:	
9	Program	Jail Psychiatric Services	n/a	n/a	Total
10	Program Narrative Page No.(s)	Exhibit A			
11	Program Term	7/1/10 - 6/30/11			7/1/10 - 6/30/11
12	<b>Expenditures</b>				
13	Salaries & Benefits	2,735,739			2,735,739
14	Operating Expense	113,377			113,377
15	Capital Expenditure				
16	<b>Direct Cost</b>	<b>2,849,116</b>			<b>2,849,116</b>
17	Indirect Cost	341,894			341,894
18	<i>Indirect Percentage (%) of direct cost (Line 16)</i>	12.00%			12.00%
19	<b>Total Expenditures</b>	<b>3,191,010</b>			<b>3,191,010</b>
20	<b>DPH Revenues</b>				
21	COUNTY OTHER	3,191,010			3,191,010
22					-
23	General Fund Contingency (12%)				-
24					
25					
26					
27					
28	<b>TOTAL DPH REVENUES</b>	<b>3,191,010</b>			<b>3,191,010</b>
29	<b>Other Revenues</b>				
30					
31					
32					
33					
34	<b>Total Revenues</b>	<b>3,191,010</b>			<b>3,191,010</b>
35	Total Units of Service	See DPH #1A			See DPH #1A
36	Cost Per Unit of Service	See DPH #1A			See DPH #1A
37	Full Time Equivalent (FTE)	31.68			31.68
38	Prepared by: Carrie Gustafson	Telephone No.: 995-1713			
39	DPH-CO Review Signature:	_____			
40	DPH #1				

	A	B	C	D	E	F	
1						Appendix B	Page 2
2						Document Date	5/18/2010
3	<b>SUMMARY OF CLIENT SERVICES BY PROGRAM</b>						
4							
5							
6							
7							Program Name
8	(Same as Line 9 on DPH #1)						
9							
10			Total	No. of	No. of	Cost Per	
11	Mode and Service Function		Cost	Clients	Units	Unit	
12	15/30 Assessment/Evaluation		591,000	5,500	6,000	98.50	
13	15/40 Individual Treatment		1,920,268	INCL	26,305	73.00	
14	15/10 Collateral Services		190,408	INCL	3,400	56.00	
15	50/10 Case Management		440,000	INCL	11,000	40.00	
16	Discharge Planning		49,334	900	1,794	27.50	
17							
18							
19	Total:		3,191,010		48,499		
20							
21	Program Name		TERM:				
22	(Same as Line 9 on DPH #1)						
23							
24			Total	No. of	No. of	Cost Per	
25	Mode and Service Function		Cost	Clients	Units	Unit	
26							
27							
28							
29							
30							
31							
32							
33							
34	Program Name		TERM:				
35	(Same as Line 9 on DPH #1)						
36							
37			Total	No. of	No. of	Cost Per	
38	Mode and Service Function		Cost	Clients	Units	Unit	
39							
40							
41							
42							
43							
44							
45							
46	DPH #1A						



	A	L	C	E	G	I	J	K	
1							Appendix B-1	Page 1	
2							Document Date	5/18/2010	
3									
4	Program Name <u>Jail Psychiatric Services</u>								
5	(Same as Line 9 on DPH #1)								
6									
7	<b>Salaries &amp; Benefits Detail</b>								
8									
9									
10									
11									
12			PREVIOUS TRANSACTION TERM	7/1/09-6/30/10	TERM	PROPOSED TRANSACTION 7/1/10 - 6/30/11	INCREASE (DECREASE)		
13	POSITION TITLE	FTE	SALARIES	FTE	SALARIES				
13	Administrative Assistant	1.90	91,000	1.90	91,000		-		
14	Deputy Director - Administrative	-	-	-	-		-		
15	Deputy Director - Clinical	1.00	92,453	1.00	94,453		2,000		
16	Deputy Director - Aftercare	1.00	83,544	1.00	88,544		5,000		
17	Case Managers	1.00	35,500	1.00	35,500		-		
18	Coordinator	1.00	42,000	1.00	42,000		-		
19	Program Director	1.00	89,096	1.00	91,096		2,000		
20	Psychiatrists (MD)	0.65	101,400	0.73	113,100		11,700		
21	Psychologists (PhD)	1.00	93,427	1.00	93,427		-		
22	Counselor	2.16	90,639	2.50	92,097		1,458		
23	Medical Director	0.80	130,333	0.80	130,333		-		
24	Site Manager	3.00	245,578	3.00	245,578		-		
25	Therapist	16.75	1,099,738	16.75	1,107,050		7,312		
26									
27									
28	TOTALS	31.26	2,194,708	31.68	2,224,178		29,470		
29									
30									
31	EMPLOYEE FRINGE BENEFITS	26%	570,624	23%	511,561		(59,063)		
32									
33									
34	<b>TOTAL SALARIES &amp; BENEFITS</b>		<u>2,765,332</u>		<u>2,735,739</u>		<u>(29,593)</u>		
35	DPH #2								

	A	B	C	D	E	F	G	H	I
1							Appendix B-1	Page 2	
2							Document Date	5/18/2010	
3									
4	Program Name <u>Jail Psychiatric Services</u>								
5	(Same as Line 9 on DPH #1)								
6									
7	<b>Operating Expense Detail</b>								
8									
9									
10									
11	<b>Expenditure Category:</b>	<b>TERM</b>	<b>PREVIOUS TRANSACTION</b>	<b>7/1/09-6/30/10</b>	<b>PROPOSED TRANSACTION</b>	<b>7/1/10 - 6/30/11</b>	<b>INCREASE (DECREASE)</b>		
12	<b>Occupancy</b>								
13	Storage Rental		200		251		51		
14	Pagers, Telephone, Offsite Computer Access		2,875		3,200		325		
15									
16	<b>Materials and Supplies</b>								
17	Office Supplies/Postage		5,000		4,500		(500)		
18	Printing and Reproduction		550		350		(200)		
19	Program/Educational Supplies		6,000		4,500		(1,500)		
20	Postage		150		300		150		
21	Dues and Subscriptions		1,200		300		(900)		
22	Equipment & Furniture		1,500		1,500		-		
23									
24	<b>General Operating</b>								
25	Insurance-Professional Liability, Commercial		54,500		62,076		7,576		
26	Staff Training		5,000		4,000		(1,000)		
27	Courier		325		325		-		
28	Recruitment		525		525		-		
29									
30	<b>Staff Travel-(Local &amp; Out of Town)</b>								
31	Local Travel/mileage		650		650		-		
32	Parking		400		400		-		
33	Long Distance Travel		500		-		(500)		
34									
35	<b>Consultant/Subcontractor Descriptive Title</b>								
36	Consultant/Legal		25,001		22,000		(3,001)		
37	Counselor		3,000		3,000		-		
38									
39	<b>Other</b>								
40	Client-related Expenses		3,000		3,000		-		
41	Case Management Exps & Hotel Vouchers		2,500		2,500		-		
42									
43	<b>TOTAL OPERATING EXPENSE</b>			112,876		113,377		501	
44									
45	<b>DPH #3</b>								

	A	B	C	D	E	F	G	H	I	
1								Appendix B-1	Page 3	
2								Document Date	5/18/2010	
3										
4	Program Name	Jail Psychiatric Services								
5	(Same as line 9 on DPH #1)									
6										
7	<b>Indirect Cost Detail</b>									
8										
9	<b>1. Salaries and Benefits</b>		PREVIOUS			PROPOSED				
10			TRANSACTION			TRANSACTION				
11			TERM	7/1/09-6/30-10	TERM	7/1/10 - 6/30/11	INCREASE			
12	Position Title		FTE	SALARIES	FTE	SALARIES	(DECREASE)			
13	President			-		-	-			
14	Chief Executive Officer		0.2742	64,106	0.2375	55,813	(8,294)			
15	Chief Financial Officer		0.2742	27,279	0.2375	23,750	(3,529)			
16	Administrative Support		0.0823	21,714	0.7125	18,905	(2,809)			
17	Accounting Department		1.6452	65,645	1.4250	57,153	(8,492)			
18	Human Resources Department		0.8226	26,746	0.7125	23,287	(3,459)			
19							-			
20										
21										
22										
23	EMPLOYEE FRINGE BENEFITS		26%	53,429	23%	41,152	(12,278)			
24	TOTAL SALARIES & BENEFITS		4.1892	258,919	3.3250	220,059	(38,860)			
25										
26	<b>2. Operating Cost</b>									
27										
28	Expenditure Category									
29	Rental of Property			16,490		14,357	(2,133)			
30	Utilities (Elec, Water, Gas, Phone, Scavenger)			13,748		11,970	(1,778)			
31	Building Maintenance Supplies and Repair			10,096		8,793	(1,303)			
32	Office Supplies and Postage			18,634		16,224	(2,410)			
33	Insurance, Audit, and Legal			24,856		21,644	(3,212)			
34	Staff Training			259		226	(33)			
35	Rental of Equipment			109		95	(14)			
36	Staff Travel			20,275		17,653	(2,622)			
37	Consultants and Subcontractors			35,464		30,877	(4,587)			
38				-		-	-			
39										
40										
41	TOTAL OPERATING COST			139,931		121,838	(18,093)			
42										
43	TOTAL INDIRECT COST			398,850		341,894	(56,956)			
44	(Salaries & Benefits + Operating Cost)									
45	DPH #5									

**Budget Justification**  
 7/1/10 - 6/30/11

**SALARIES AND BENEFITS:**

<b>Administrative Assistant</b>									
<i>Responsible for providing analytical and administrative support to staff and management.</i>									
Annual Salary=	47,895 / 12 months =	3,991	X	1.9000	FTE	X	12	months	91,000
Minimum Requirements:									
<b>Deputy Director - Administrative</b>									
<i>Executive administrator responsible for overall management of administrative aspects of the agency's program.</i>									
Annual Salary=	0 / 12 months =	-	X	0.0000	FTE	X	12	months	-
Minimum Requirements:									
<b>Deputy Director - Clinical</b>									
<i>Executive administrator responsible for overall management of clinical aspects of the agency's program.</i>									
Annual Salary=	94,453 / 12 months =	7,871	X	1.0000	FTE	X	12	months	94,453
Minimum Requirements:									
<b>Deputy Director - Aftercare</b>									
<i>Executive administrator responsible for overall management of the agency's Aftercare program.</i>									
Annual Salary=	88,544 / 12 months =	7,379	X	1.0000	FTE	X	12	months	88,544
Minimum Requirements:									
<b>Case Managers</b>									
<i>Provides support services in the form of case management, advocacy, entitlement and referral to programs and services.</i>									
Annual Salary=	35,500 / 12 months =	2,958	X	1.0000	FTE	X	12	months	35,500
Minimum Requirements:									
<b>Coordinator</b>									
<i>Responsible for scheduling hospital appointments and transportation to the Hospital</i>									
Annual Salary=	42,000 / 12 months =	3,500	X	1.0000	FTE	X	12	months	42,000
Minimum Requirements:									
<b>Program Director</b>									
<i>Responsible for overseeing the general management of the program and supervises all program staff.</i>									
Annual Salary=	91,096 / 12 months =	7,591	X	1.0000	FTE	X	12	months	91,096
Minimum Requirements:									
<b>Psychiatrists (MD)</b>									
<i>Responsible for providing program clientele with medication planning and psychiatric assistance.</i>									
Annual Salary=	156,000 / 12 months =	13,000	X	0.7250	FTE	X	12	months	113,100
Minimum Requirements:									
<b>Psychologists (PhD)</b>									
<i>Responsible for providing professional, clinical psychological services such as assessments, psychological testing, therapy and crisis intervention.</i>									
Annual Salary=	93,427 / 12 months =	7,786	X	1.0000	FTE	X	12	months	93,427
Minimum Requirements:									
<b>Counselor</b>									
<i>Responsible for providing a safe and supportive environment for agency's clientele as well as providing crisis intervention and/or conflict resolution.</i>									
Annual Salary=	36,839 / 12 months =	3,070	X	2.5000	FTE	X	12	months	92,097
Minimum Requirements:									
<b>Medical Director</b>									
<i>Responsible for the overall functioning of the program's medical service. Provides direct clinical services.</i>									
Annual Salary=	162,916 / 12 months =	13,576	X	0.8000	FTE	X	12	months	130,333
Minimum Requirements:									
<b>Site Manager</b>									
<i>Supervise staff at each facility including training, scheduling, and performance evaluations. Provides direct clinical services.</i>									
Annual Salary=	81,859 / 12 months =	6,822	X	3.0000	FTE	X	12	months	245,578
Minimum Requirements:									

**Budget Justification**  
7/1/09 - 6/30/10

Therapist									
<i>Responsible for implementing mental health and counseling services. Performs marital, family, drug counseling and psychotherapy.</i>									
Annual Salary=	66,093	/ 12 months =	5,508	X	16.75	FTE	X	12	months 1,107,050
Minimum Requirements:									
Total Salaries					31.675				2,224,178
Fringe Benefits		23.00%							511,561
(Based on actual current agency expenses of 28% of salaries)									
<b>Total Salaries and Benefits</b>									<u>2,735,739</u>
(Medical, Dental, Vision, LIFE, Disability, Workers' Comp., FICA/F-Med, and SUI)									

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**Budget Justification**  
 7/1/10 - 6/30/11

**OPERATING EXPENSES:**

**Occupancy**

Storage Rental		20	sq feet	X	\$1.05	per square foot	X	12.00	months	251
Utilities (Elec, Water, Gas, Phone, Scavenger)	\$	267	Month	X	12	Months	=			\$ 3,200
Building Maintenance Supplies and Repair	\$	-			12					\$ -

**Materials and Supplies**

Office Supplies/Postage	\$	375	Month	X	12	Months	=			\$ 4,500
Printing and Reproduction	\$	29	Month	X	12	Months	=			\$ 350
Program/Educational Supplies	\$	375	Month	X	12	Months	=			\$ 4,500
Postage	\$	25	Month	X	12	Months	=			\$ 300
Dues & Subscriptions	\$	25	Month	X	12	Months	=			\$ 300
Equipment & Furniture	\$	125	Month	X	12	Months	=			\$ 1,500

**General Operating**

Insurance	\$	5,173	Month	X	12	Months	=			\$ 62,076
Staff Training	\$	333	Month	X	12	Months	=			\$ 4,000
Courier	\$	27	Month	X	12	Months	=			\$ 325
Recruitment	\$	44	Month	X	12	Months	=			\$ 525

**Staff Travel-(Local & Out of Town)**

Local Travel/Mileage	\$	54	Month	X	12	Months	=			\$ 650
Parking	\$	33	Month	X	12	Months	=			\$ 400
Long Distance Travel	\$	-	Month	X	12	Months	=			\$ -

**Consultant/Subcontractor**

Consultant/Legal	\$	97.78	Hours	X	225	Hourly Rate	=			\$ 22,000
Counselor	\$	85.71	Hours	X	35	Hourly Rate	=			\$ 3,000

**Other**

Client-related Expenses						Billed for the actual cost as needed				3,000
Case Management Exps & Hotel Vouchers						Billed for the actual cost as needed				2,500

**Total Operating Expenses**

113,377

**Budget Justification**

**INDIRECT EXPENSES:**

**SALARIES AND BENEFITS:**

**President**

Responsible for community education about the agency as well as promotion of program activities and fundraising within the community.

Annual Salary=	0 / 12 months =	-	X	0.0000	FTE	X	12	months	0
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**Chief Executive Officer**

Responsible for overall agency management including leadership, strategic planning, fundraising, budget/finance and public relations.

Annual Salary=	235,000 / 12 months =	19,583	X	0.2375	FTE	X	12	months	55,813
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**Chief Financial Officer**

Responsible for preparing, managing and administering the agency budget. Oversees financial planning and control.

Annual Salary=	100,000 / 12 months =	8,333	X	0.2375	FTE	X	12	months	23,750
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**Budget Justification**  
 7/1/10 - 6/30/11

Administrative Support

Responsible for providing analytical and administrative support to staff and management.

Annual Salary= 26,533 / 12 months = 2,211 X 0.7125 FTE X 12 months 18,905

Accounting Department

Prepares journal entries, maintains and reconciles ledger accounts. Provides support in payroll, accounts receivable, accounts payable etc.

Annual Salary= 40,108 / 12 months = 3,342 X 1.4250 FTE X 12 months 57,153

Human Resources Department

Responsible for planning, developing, implementing and administering employment, compensation, benefits and staff training, among other HR functions.

Annual Salary= 32,683 / 12 months = 2,724 X 0.7125 FTE X 12 months 23,287

Total Salaries 178,907

Fringe Benefits 23.00% 41,151

(Based on actual current agency expenses of 28% of salaries)

Total Salaries and Benefits 220,058

(Medical, Dental, Vision, LIFE, Disability, Workers' Comp., FICA/F-Med, and SUI)

**OPERATING COST**

Rental of Property	977	sq feet	X	\$ 1.22	per square foot	X	12	months	\$ 14,357
Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 997		X	12	Months	=			\$ 11,970
Building Maintenance Supplies and Repair	\$ 733			12					\$ 8,793
Office Supplies and Postage	\$ 1,352	Month	X	12	Months	=			\$ 16,224
Insurance, Audit, and Legal	\$ 1,804	Month	X	12	Months	=			\$ 21,644
Staff Training	\$ 19	Month	X	12	Months	=			\$ 226
Rental of Equipment	\$ 8	Month	X	12	Months	=			\$ 95
Staff Travel	\$ 1,471	Month	X	12	Months	=			\$ 17,653
Consultants and Subcontractors	\$ 908	Hours	X	\$ 34.02	Hourly Rate	=			\$ 30,877

Total Operating Cost 121,838

Total Indirect Cost 341,893

**Contract Total / Maximum Reimbursement \$3,191,009**

**Appendix C  
Insurance Waiver**

**RESERVED**

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**[Use as appropriate and only if an insurance waiver has been signed and granted by the Risk Manager.]**



**Appendix D  
Additional Terms**

**1. HIPAA**

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that CONTRACTOR falls within the following definition under the HIPAA regulations:

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- A Business Associate subject to the terms set forth in Appendix E;
- Not Applicable, Contractor will not have access to Protected Health Information.

**2. THIRD PARTY BENEFICIARIES**

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

## Appendix E

### BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

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#### 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 thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- 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(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** 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.
- c. **Covered Entity** 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.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** 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. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
  - g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
  - h. **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.
  - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - j. **Protected Health Information or PHI** means any information, 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; and (ii) that identifies the individual or with respect to where 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. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
  - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - m. **Unsecured PHI** 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).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information 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 (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
  - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. 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 (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 for 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 Addendum and only disclosed 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 of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). 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); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection

and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under 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 an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h.* **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any 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. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i.* **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for 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 or 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 or 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 and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (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. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.
- j.* **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 the

Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- k.* **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] 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.”
- l.* **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m.* **Business Associate’s Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA’s use and disclosure of Protected Information under this Addendum.
- n.* **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o.* **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE’s obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE’s obligations under the Contract or Addendum or other arrangement 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.
- p.* **Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms

mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, 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, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or 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 of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Limitation of Liability

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

### 5. Disclaimer

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations 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.

## 6. *Certification*

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

## 7. *Amendment*

- a. **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 Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable 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 Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

## 8. *Assistance in Litigation or Administrative Proceedings*

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

## 9. *No Third-Party Beneficiaries*

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

## 10. *Effect on Contract*

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.



## **11. Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

## **12. Replaces and Supersedes Previous Business Associate Addendums or Agreements**

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

**Appendix F**  
**Invoice**

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F  
PAGE A

CONTRACTOR: **Haight Ashbury Free Clinics, Inc.**  
Address: **PO Box 29917**

Control Number  
**CHN-9-06550JHS**

Invoice Number  
\_\_\_\_\_

Telephone: **(415) 746-1967**  
FAX: **(415) 552-2243**

Contract Purchase Order No. \_\_\_\_\_

Fund Source: **General Fund**

CONTRACT NAME: **Jail Psychiatric Services**

Invoicing Period: \_\_\_\_\_

CONTRACT TERM: **7/1/2010 - 6/30/2011**  
EXHIBIT TERM: **7/1/2010 - 6/30/2011**

FINAL invoice  (check if Yes)

PROGRAM / APPENDIX: **Jail Psychiatric Services A, A-1**

ACE Control No. **n/a**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
15/30 Assessment/Evaluation	6,000	5,500							6,000	5,500
15/40 Individual Treatment	26,305	INCL						INCL	26,305	INCL
15/10 Collateral Services	3,400	INCL						INCL	3,400	INCL
50/10 Case Management	11,000	INCL						INCL	11,000	INCL
Discharge Planning	1,794	900							1,794	900
Substance Abuse Counseling										
<b>Unduplicated Clients for Exhibit</b>		n/a		n/a		n/a		n/a		n/a

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$2,224,178				\$2,224,178
Fringe Benefits	\$511,561				\$511,561
<b>Total Personnel Expenses</b>	<b>\$2,735,739</b>				<b>\$2,735,739</b>
Operating Expenses:					
Occupancy	\$3,451				\$3,451
Materials and Supplies	\$11,450				\$11,450
General Operating	\$66,926				\$66,926
Staff Travel	\$1,050				\$1,050
Consultant/Subcontractor	\$25,000				\$25,000
Other:					
Client-related Expenses	\$3,000				\$3,000
Case Management Exps & Hotel Vouchers	\$2,500				\$2,500
<b>Total Operating Expenses</b>	<b>\$113,377</b>				<b>\$113,377</b>
Capital Expenditures					
<b>TOTAL DIRECT EXPENSES</b>	<b>\$2,849,116</b>				<b>\$2,849,116</b>
Indirect Expenses	\$341,894				\$341,894
<b>TOTAL EXPENSES</b>	<b>\$3,191,010</b>				<b>\$3,191,010</b>
<b>LESS: Initial Payment Recovery</b>					
<b>Other Adjustments (Enter negative number if appropriate)</b>					
<b>REIMBURSEMENT AMOUNT</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 budget approved for the contract cited 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: \_\_\_\_\_

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

Send to: SFDPH - Central Administration 101 Grove St., Room 308 San Francisco, CA 94102 Attn: <b>Gregg Sass</b>	SFDPH Authorization For Payment: By: _____ Date: _____
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DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
STATEMENT OF DELIVERABLES AND INVOICE

CONTRACTOR: **Haight Ashbury Free Clinics, Inc**  
Address: **PO Box 29917**

Control Number

CHN-9-06550JHS

Invoice Number

PO Box 29917

Telephone: (415) 746-1967

FAX: (415) 552-2243

Contract Purchase Order No.

Fund Source:

Invoicing Period:

FINAL invoice  (check if Yes)

CONTRACT NAME: **Jail Psychiatric Services**

CONTRACT TERM: **7/1/2010 - 6/30/2011**

EXHIBIT TERM: **7/1/2010 - 6/30/2011**

ACE Control No.

PROGRAM / APPENDIX: **Jail Psychiatric Services A, A-1**

**DETAIL PERSONNEL EXPENDITURES**

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Administrative Assistant	1.90	91,000				\$91,000.00
Deputy Director - Administrative						
Deputy Director - Clinical	1.00	94,453				\$94,453.00
Deputy Director - Aftercare	1.00	88,544				\$88,544.00
Case Managers	1.00	35,500				\$35,500.00
Coordinator	1.00	42,000				\$42,000.00
Program Director	1.00	91,096				\$91,096.00
Psychiatrists (MD)	0.73	113,100				\$113,100.00
Psychologists (PhD)	1.00	93,427				\$93,427.00
Counselor	2.50	92,097				\$92,097.00
Medical Director	0.80	130,333				\$130,333.00
Site Manager	3.00	245,578				\$245,578.00
Supervisor						
Therapist	16.75	1,107,050.00				\$1,107,050.00
<b>TOTALS</b>	<b>31.680</b>	<b>\$2,224,178</b>				<b>\$2,224,178.00</b>

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 budget approved for the contract cited 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.

Certified By: \_\_\_\_\_

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

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

## Appendix G

### Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors 9-06

#### Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).

#### Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The

Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270).

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

APPENDIX H

City and County of San Francisco



Department of Public Health  
Jail Health Services  
Administrative Office

Policy and Procedure No.: 105a

Effective Date: 08/88

Last Revision Date: 7/10

Next Scheduled Revision Date: 7/11

**PRISONER GRIEVANCES**

**POLICY**

Jail Health Services (JHS) responds in writing when a patient files a written grievance pertaining to JHS. Information gathered through investigation is evaluated as part of the JHS Quality Improvement Program.

**PROCEDURE**

- I. Upon receipt of a grievance from the Sheriff's Department, the Nurse Manager (or designee) delivers the grievance to the appropriate JHS supervisor. The supervisor investigates, provides a written response to the patient and obtains the patient's signature. Copies of the signed grievance are provided to the facility commander (or designee) and to the CQI coordinator within five (5) working days of receipt of the grievance.
- II. The JHS Director/Medical Director and CQI Coordinator review grievances as a component of quality management. Copies of grievances are maintained in a locked file.
- III. Grievance appeals are reviewed by the next level supervisor.
- IV. If a prisoner has filed numerous grievances related to the same issue, JHS may conduct a clinical case conference and/or consult the facility commander for further action.

**REFERENCES:**

CMA Standard 105;  
California Code of Regulations, Title 15, Article 3, Section 1033.

**REVIEW SCHEDULE:**

Annually

## Appendix I

### **San Francisco Department of Public Health Privacy Policy Compliance Standards**

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

**Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.**

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

**Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.**

As Measured by: Documentation showing individual was trained exists

**Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.**

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

**Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.**

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

**Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.**

As Measured by: Documentation exists.

**Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.**

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.



## Appendix J

### Emergency Response

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites and an agency-wide plan addressing disaster coordination between and among service sites. Such plan shall be in compliance with the Emergency Response Plan of the Department of Public Health. CONTRACTOR will update the site 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' Declaration of Compliance whether it has developed and maintained 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 site visits.

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**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2010

<b>PRODUCER</b> Woodruff-Sawyer & Co. 220 Bush St., 7th Floor San Francisco CA 94104 (415) 391-2141	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Haight Ashbury Free Clinics, Inc. P O Box 29917 San Francisco, CA 94129-0917	INSURER A: American States Insurance Company	19704
	INSURER B: General Insurance Company of America	24732
	INSURER C: Landmark American Insurance Company	33138
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	24CC23282130	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	24CC27115720	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	01XS15266830	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C		OTHER Professional Liability Excess Professional Liability Liability Retroactive Date: 7/10/04	HCM7745064B LMH813692	04/01/2010 04/01/2010	04/01/2011 04/01/2011	Each Claim/Aggreg \$ \$1MM/\$3MM Each Claim/Aggreg \$ \$3MM/\$3MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City and County of San Francisco, its officers, agents and employees are included as additional insureds as respects to General Liability per the attached form #CG2026 and Automobile Liability per attached form #CA7110.

## CERTIFICATE HOLDER

## CANCELLATION 10 Day Notice for Non-Payment of Premium

City & County of San Francisco  
 Dept. of Public Health  
 Attn: Elizabeth Apana  
 1380 Howard St., Room 442  
 San Francisco, CA. 94103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Andrea Perry*

LOAN #:



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2010

GROUP: 000488  
 POLICY NUMBER: 0001548-2010  
 CERTIFICATE ID: 1  
 CERTIFICATE EXPIRES: 07-01-2011  
 07-01-2010/07-01-2011

C S A S CONTRACT  
 ATTN ANDREA MODENA  
 1380 HOWARD ST 4TH FLR  
 SAN FRANCISCO CA 94103

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

*James Neary*  
 Authorized Representative

*Douglas V Stewart*  
 Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

HAIGHT ASHBURY FREE CLINICS, INC. ATTN. NA  
 PAYROLL DEPT.  
 PO BOX 29917  
 SAN FRANCISCO CA 94129

NAMED INSURED: Haight Ashbury Free Clinics, Inc.  
POLICY NUMBER: 24CC23282130

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
City & County of San Francisco Dept. of Public Health Attn: Elizabeth Apana 1380 Howard St., Room 442 San Francisco, CA 94103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

The City and County of San Francisco, its officers, agents and employees are included as additional insureds as respects to General Liability per the attached form #CG2026 and Automobile Liability per attached form #CA7110.



01CI209047-10

COMMERCIAL AUTO  
CA 71 10 03 07

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

## **AUTO PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

#### **EXTENDED CANCELLATION CONDITION**

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE**

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### **BROAD FORM NAMED INSURED**

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

#### **BLANKET ADDITIONAL INSURED**

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
  - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
  - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
  - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
  - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
  - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
  - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

#### EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

#### FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

#### BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

#### PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

##### c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

#### EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

#### AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
  - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
  - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

#### TWO OR MORE DEDUCTIBLES

Under SECTION III -- PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

#### LOAN/LEASE GAP COVERAGE

Under paragraph C -- LIMIT OF INSURANCE of SECTION III -- PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

#### GLASS REPAIR -- WAIVER OF DEDUCTIBLE

Under paragraph D. -- DEDUCTIBLE of SECTION III -- PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. -- DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS -- of SECTION IV -- BUSINESS AUTO CONDITIONS that you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

#### RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

#### HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

#### HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

#### RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
  1. Necessary and actual expenses incurred.
  2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on



Rental Reimbursement Coverage Form  
CA 99 23.

the manufacturer for the installation of a  
radio.

## AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

### A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.  
  
However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

### B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. permanently installed in the opening of the dash or console normally used by

### C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**SECTION V — DEFINITIONS** is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

AMENDED IN COMMITTEE

7/17/13

FILE NO. 130511

RESOLUTION NO.

258-13

1 [Contract Amendment - HealthRIGHT 360 - \$18,471,407]

2  
3 **Resolution retroactively approving an amendment to the contract between the**  
4 **Department of Public Health and HealthRIGHT 360 to provide mental health and**  
5 **substance abuse care services in the San Francisco County Jail system to extend the**  
6 **term by two and one half years, from the period of July 1, 2010, through June 30, 2012,**  
7 **to the period of July 1, 2010, through December 31, 2015, for a total contract term of**  
8 **five and one half years, and to increase the total contract amount by \$8,472,407 from**  
9 **\$9,999,000 to \$18,471,407.**

10  
11 WHEREAS, The Department of Public Health, in order to provide a comprehensive and  
12 integrated system of medical, psychiatric and substance abuse care services to  
13 inmates/patients in the San Francisco County Jails system, conducted a Request for  
14 Proposals in July, 31, 2009, to solicit those services; and

15 WHEREAS, The Department selected and contracted with HealthRIGHT 360 for these  
16 services subsequently amending the contract as needed; and

17 WHEREAS, The Department of Public Health now wishes to extend the term by two  
18 and one half years, from July 1, 2010, through June 30, 2012, to July 1, 2010, through  
19 December 31, 2015, for a total contract term of five and one half years, and to increase the  
20 total contract amount by \$8,472,407 from \$9,999,000 to \$18,471,407; and

21 WHEREAS, A copy of this amendment is on file with the Clerk of the Board of  
22 Supervisors in File No. 130511, which is hereby declared to be a part of this resolution as set  
23 forth fully herein, now, therefore, be it

24 **RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public**  
25 **Health and the Office of Contract Administration/Purchaser to amend the contract with**

1 HealthRIGHT 360 to provide mental health and substance abuse care services in the  
2 San Francisco County Jail system to extend the term by two and one half years, from July 1,  
3 2010, through June 30, 2012, to July 1, 2010, through December 31, 2015, for a total contract  
4 term of five and one half years, and to increase the total contract amount by \$8,472,407, from  
5 \$9,999,000 to \$18,471,407; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director  
7 of Health and the Director of the Office of Contract Administration/Purchaser to make  
8 amendments to this contract, as needed that do not materially increase the obligations or  
9 liabilities of the City, and, be it

10 FURTHER RESOLVED, That within thirty (30) days of the contracts being fully  
11 executed by all parties, the Director of Health and/or the Director of the Office of Contract  
12 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for  
13 inclusion into the official file (File No. 130511).

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RECOMMENDED:



Barbara A. Garcia  
Director of Health

APPROVED:



Mark Morewitz  
Secretary, Health Commission



**City and County of San Francisco**  
**Tails**  
**Resolution**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 130511

**Date Passed:** July 23, 2013

Resolution retroactively approving an amendment to the contract between the Department of Public Health and HealthRIGHT 360 to provide mental health and substance abuse care services in the San Francisco County Jail system to extend the term by two and one half years, from the period of July 1, 2010, through June 30, 2012, to the period of July 1, 2010, through December 31, 2015, for a total contract term of five and one half years, and to increase the total contract amount by \$8,472,407 from \$9,999,000 to \$18,471,407.

July 17, 2013 Budget and Finance Sub-Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE


July 17, 2013 Budget and Finance Sub-Committee - RECOMMENDED AS AMENDED

July 23, 2013 Board of Supervisors - ADOPTED

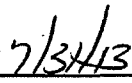
Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 130511

I hereby certify that the foregoing Resolution was ADOPTED on 7/23/2013 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
Mayor

  
Date Approved

October 05, 2015

# **HealthRight Jail Pysch Services**

**\$26,930,844**

**FORM SFEC-126:  
NOTIFICATION OF CONTRACT APPROVAL  
(S.F. Campaign and Governmental Conduct Code § 1.126)**

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: HealthRIGHT360-Jail Psychiatric Services	
<p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> <p>1. Please see list of members of Board of Directors attached.                  2. CEO: Vitka Eisen, M.S.W. EdD,; CFO: David Crawford; COO: None                  3. Persons with more than 20% ownership: None                  4. Subcontractors listed in contract: None                  5. Political committees sponsored or controlled by contractor: None</p>	
Contractor address: 1735 Mission Street, San Francisco, CA 94103	
Date that contract was approved:	Amount of contract: Not to exceed \$26,930,844
Describe the nature of the contract that was approved: Provide a comprehensive and integrated system of medical, psychiatric and substance abuse care to inmates/patients in the San Francisco county jail system.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed