

1 [Agreement Amendment - Positive Resource Center - Behavioral Health Services - Not to
2 Exceed \$10,744,447]

3 **Resolution approving a third amendment to the Department of Public Health agreement**
4 **for behavioral health services with Positive Resource Center, to increase the contract**
5 **by \$2,649,515 for a total amount not to exceed \$10,744,447.**

6
7 WHEREAS, The mission of the Department of Public Health is to protect and promote
8 the health of all San Franciscans; and

9 WHEREAS, In 2013, the Department of Public Health has established an agreement
10 with Positive Resource Center through a Request For Proposals process to provide
11 behavioral health services; and

12 WHEREAS, Positive Resource Center serves 1,400 clients annually, providing
13 counseling, advocacy, outreach and education for people living with HIV and other DPH
14 clients regarding Social Security, health insurance, and other benefits, as well as a benefits
15 counseling program for service providers; and

16 WHEREAS, The Department wishes to provide for the continuation of these services
17 through June 30, 2018; and

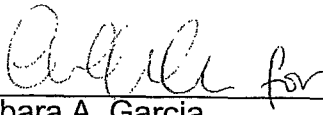
18 WHEREAS, The Charter, Section 9.118, requires that contracts entered into by a
19 department or commission requiring anticipated expenditures by the City and County in
20 excess of \$10,000,000 to be approved by the Board of Supervisors; and

21 WHEREAS, The Department of Public Health requests approval of an amendment to
22 the Department of Public Health agreement for behavioral health services with Positive
23 Resource Center increase of \$2,649,515, for a total not-to-exceed amount of \$10,744,447;
24 now, therefore, be it

1 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health
2 and the Director of the Office of Contract Administration/Purchaser, on behalf of the City and
3 County of San Francisco to amend the contract with Positive Resource Center, increasing the
4 total, not-to-exceed amount of the contract by \$2,649,515, to \$10,744,447; and be it

5 FURTHER RESOLVED, That within thirty (30) days of the contract amendment being
6 fully executed by all parties, the Director of Health and/or the Director of the Office of Contract
7 Administration/Purchaser shall provide the final contract to the Clerk of the Board for inclusion
8 into the official file (File No. 176321).

9
10 RECOMMENDED:

11  for
12 _____
13 Barbara A. Garcia,
14 Director of Health

10 APPROVED:

11 
12 _____
13 Mark Morewitz,
14 Health Commission Secretary

Item 5 File 17-0321	Department: Department of Public Health (DPH)
EXECUTIVE SUMMARY	
Legislative Objectives	
<ul style="list-style-type: none"> • The proposed resolution would approve the third amendment to the existing contract between Department of Public Health (DPH) and Positive Resource Center (PRC), a nonprofit agency, to increase the contract not-to-exceed amount by \$2,649,515 from \$8,094,932 to \$10,744,447. The proposed resolution does not change the current contract end date of June 30, 2018. 	
Key Points	
<ul style="list-style-type: none"> • In October 2013, the Department of Public Health (DPH) entered into a contract with the Positive Resource Center, a nonprofit agency, based on a competitive Request for Proposals (RFP) process to provide behavioral health services, benefits counseling, benefits advocacy and legal assistance to people living with HIV or a mental health disability, as well as assistance with enrollment in the AIDS Drug Assistance Program (ADAP) and State Office of AIDS Health Insurance Premium Payment Program. • DPH has amended the contract two times to increase the contract not-to-exceed amount by \$5,170,282 from \$2,924,650 to \$8,094,932 and to increase the term through June 30, 2018. The contract budget of \$8,094,932 was for the term from October 1, 2013 through June 30, 2017. The existing contract does not provide a budget for the July 1, 2017 through June 30, 2018 contract term. • The Board of Supervisors previously appropriated \$350,000 in the FY 2016-17 and FY 2017-18 DPH budgets to support the merger of the nonprofit Baker Places' clinically-based residential treatment programs and AIDS Emergency Fund's Emergency Financial Assistance Program¹ with the Positive Resource Center. 	
Fiscal Impact	
<ul style="list-style-type: none"> • The FY 2017-18 contract budget is \$2,649,515 and allocates funds to benefits counseling, advocacy for Supplemental Security Income (SSI)/Medi-Cal advocacy, and support of the proposed merger. The contract is funded by the City's General Fund, federal Ryan White grant, and the State Office of AIDS. 	
Recommendation	
<ul style="list-style-type: none"> • Approve the proposed resolution. 	

¹ Baker Places provides residential treatment services to people with mental health, substance use and HIV/AIDS-related issues. AIDS Emergency Fund is an emergency financial assistance provider for low-income residents disabled by HIV/AIDS.

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 October 2013, the Department of Public Health (DPH) entered into a contract with the Positive Resource Center, a nonprofit agency, based on a competitive Request for Proposals (RFP) process to provide behavioral health services, benefits counseling, benefits advocacy and legal assistance to people living with HIV or a mental health disability, as well as assistance with enrollment in the AIDS Drug Assistance Program (ADAP)² and State Office of AIDS Health Insurance Premium Payment Program.³ The original contract was for \$2,924,650 and had a term of one year and nine months from October 1, 2013 through June 30, 2015 with six one-year options to extend the term from July 1, 2015 through June 30, 2021 at the City's discretion.

DPH has amended the contract two times to increase the contract not-to-exceed amount by \$5,170,282 from \$2,924,650 to \$8,094,932 and to increase the term through June 30, 2018. The contract budget of \$8,094,932 was for the term from October 1, 2013 through June 30, 2017. The existing contract does not provide a budget for the July 1, 2017 through June 30, 2018 contract term.

DPH did not request Board of Supervisors approval for the original contract and the two amendments because the total not-to-exceed amount did not surpass the \$10 million threshold and the contract term was not for more than 10 years.

Merger with Baker Places and AIDS Emergency Fund

The Board of Supervisors appropriated \$350,000 in the FY 2016-17 and FY 2017-18 DPH budgets to support the merger of the nonprofit Baker Places' clinically-based residential treatment programs and AIDS Emergency Fund's Emergency Financial Assistance Program⁴ with the Positive Resource Center. According to Ms. Michelle Ruggels, DPH Business Office Director, the merger will allow the Positive Resource Center to integrate and consolidate these services.

² The AIDS Drug Assistance Program (ADAP) is a State and territory-administered program authorized under the federal Ryan White HIV/AIDS Treatment Extension Act of 2009 that provides Federal Drug Administration (FDA) approved medications to low-income people living with HIV who have limited or no health coverage from private insurance, Medicaid, or Medicare. ADAP funds may also be used to purchase health insurance for eligible clients and for services that enhance access to, adherence to, and monitoring of drug treatments.

³ The State Office of AIDS Health Insurance Premium Payment Program (OA-HIPP) assists HIV-positive Californians in establishing and maintaining health insurance by subsidizing their monthly health insurance premium payments.

⁴ Baker Places provides residential treatment services to people with mental health, substance use and HIV/AIDS-related issues. AIDS Emergency Fund is an emergency financial assistance provider for low-income residents disabled by HIV/AIDS.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the third amendment to the existing contract between Department of Public Health (DPH) and Positive Resource Center (PRC), a nonprofit agency, to include the FY 2017-18 budget of \$2,649,515. Therefore, the contract not-to-exceed amount increases by \$2,649,515 from \$8,094,932 to \$10,744,447. The contract end date of June 30, 2018 does not change.

FISCAL IMPACT

Table 1 below shows the FY 2017-18 budget of \$2,649,515 for the contract between DPH and the Positive Resource Center.

Table 1: Projected Expenditures for FY 2017-18 for Positive Resource Center Contract

Category	Expenditure
Benefits Counseling Program	\$972,596
Supplemental Security Income (SSI)/Medi-Cal Advocacy Services	466,152
Benefits Counseling/Equal Access to Healthcare Program	576,890
Organizational Support for Potential Mergers	350,000
Contingency (12 percent of contract expenditures)	283,877
Total FY 2017-18 Contract Budget	\$2,649,515

Funding for the FY 2017-18 Positive Resource Center contract would come from the General Fund in the amount of \$1,333,966, as previously appropriated by the Board of Supervisors in DPH's FY 2017-18 budget. Funding will also come from the Ryan White Federal grant and State Office of AIDS. Table 2 below details the proposed funding sources of the FY 2017-18 budget.

Table 2. Positive Resource Center Contract Proposed Funding Sources in FY 2017-18

Source	Amount	Approximate Percentage
General Fund ⁵	\$1,333,966	56.4%
Ryan White Federal Grant	576,890	24.4%
State Office of AIDS	<u>454,782</u>	<u>19.2%</u>
Subtotal	\$2,365,638	100%
Contingency (12 Percent of Contract Funding)	<u>283,877</u>	
Total	\$2,649,515	

⁵ This includes the \$350,000 appropriated by the Board of Supervisors in the FY 2016-17 and FY 2017-18 DPH budgets.

Contract Budget

From October 1, 2013 through June 30, 2017, Positive Resource Center will have expended \$8,094,932, as shown in Table 3 below. Positive Resource Center projects expenditures of \$2,649,515 from July 1 2017 through June 30, 2018, resulting in total contract expenditures of approximately \$10,744,447, as shown in Table 3 below.

Table 3. Positive Resource Center Contract Budget
(July 1, 2013 through June 30, 2018)

Contract	Actual Contract Expenditures (July 2013 through June 2017)	Projected Expenditures (July 2017 through June 2018)	Total Actual and Projected Expenditures (July 2013 through June 2018)
Total	\$8,094,932	\$2,649,515	\$10,744,447

RECOMMENDATION

Approve the proposed resolution.

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of March 14, 2017 in San Francisco, California, by and between **Positive Resource Center** ("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, the Department of Public Health, Community Behavioral Health Services ("Department") wishes to provide mental health and substance abuse services; and,

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to amend the contract, add Appendices A and B for 2017-18 and increase compensation; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number on 4152 09/10 on February 1, 2016;

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated October 1, 2013, Contract Number BPHM14000007 between Contractor and City as amended by the First Amendment, Contract Numbers BPHM14000007, DPHM15000108; the Second Amendment BPHM14000007, DPHM17000249 and this Third Amendment.

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

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

a. Section 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 works 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 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Eight Million Ninety-Four Thousand, Nine Hundred Thirty-Two Dollars (\$8,094,932)**. 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.

Section 5 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 works 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 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Ten Million Seven Hundred Forty-Four Thousand, Four Hundred Forty-Seven Dollars (\$10,744,447)**. 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.

- u. **Appendix A dated 07/01/16 (i.e., July 1, 2016) is hereby replaced in its entirety with Appendix A dated 03/14/17 (i.e., March 14, 2017).**
- v. **Appendices A-1, A2 and A-4 dated 03/14/17 (i.e. March 14, 2017) are hereby added for 2016-17.**
- w. **Appendix B dated 07/01/16 (i.e., July 1, 2016) is hereby replaced in its entirety with Appendix B dated 03/14/17 (i.e. March 14, 2017).**
- x. **Appendices B-1 and B-1a, B2 and B-4 dated 03/14/17 (i.e., March 14, 2017) are hereby added for 2016-17.**
- y. **Appendix F, Invoices dated 07/01/16 (i.e., July 1, 2016) are hereby replaced in its entirety with Appendix F dated 03/14/17 (i.e. March 14, 2017).**

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

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.

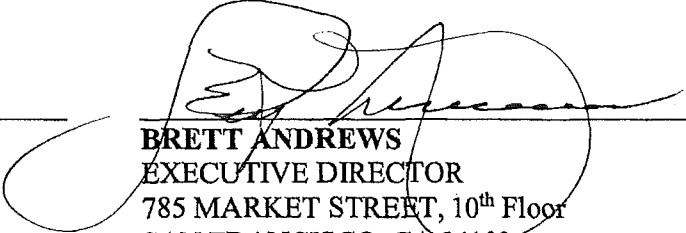
CITY

CONTRACTOR

Recommended by:

POSITIVE RESOURCE CENTER

BARBARA A. GARCIA MPA
Director of Health



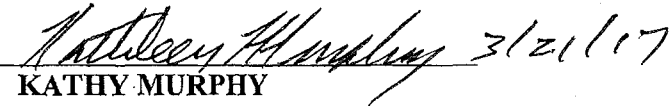
BRETT ANDREWS
EXECUTIVE DIRECTOR
785 MARKET STREET, 10th Floor
SAN FRANCISCO, CA 94103

Approved as to Form:

City vendor number: 01497

DENNIS J. HERRERA
City Attorney

By:



KATHY MURPHY
Deputy City Attorney

Approved:

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

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

I. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Valerie Wiggins for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the

Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

- (1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.
- (2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
- (3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
- (4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- (5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- (6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.
- (8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

- (1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.
- (2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

L. N/A

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

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

P. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

Q. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

R. Compliance with Community Behavioral Health Services Policies and Procedures

In the provision of SERVICES under CBHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by CBHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

S. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request."

2. **Description of Services**

Detailed description of services are listed below and are attached hereto

Appendix A-1: PRC Benefits Counseling Program

Appendix A-2: PRC Equal Access to Healthcare Program

Appendix A-4: Positive Resource Center Merger Support

1. **PROGRAM NAME / ADDRESS:** PRC Benefits Counseling Program
785 Market Street, 10th Floor
San Francisco, California 94103-2017

Contact Name / Phone: Sergio Perez, Director of Finance, (sergiop@positiveresource.org)
Phone: 415-972-0823 Fax: 415- 777-1770

2. **NATURE OF DOCUMENT:** Amendment Three

CBHS Program Name / Code: Other Non Medi-Cal Client Support Services / 38H101

3. GOAL STATEMENT

The primary goal of the Benefits Counseling Program of Positive Resource Center through this contract is to represent eligible clients who are uninsured, underinsured, or at risk of losing insurance to pursue or maintain SSI/SSDI/CAP and corresponding Medi-Cal/Medicare, thus providing them with improved access to healthcare and the financial means to stabilize their living situation.

4. TARGET POPULATION

Through this contract the program will serve clients of pre-assigned County DPH Mental Health Centers and people living with HIV/AIDS in San Francisco. For clients of DPH mental health sites, emphasis will be on reaching those with open episodes in the mental health system. For people living with HIV/AIDS in San Francisco, priority will be given to those eligible for disability benefits that are unable to work. For both populations, targeted clients will include those that have no income, low or very low incomes as defined by federal poverty standards, people who have time-limited income, and people receiving County Assistance, CalWORKs or State Disability Insurance. Clients will be either uninsured, underinsured or at risk of losing public or private health insurance. These populations may include multiple diagnosed people, people who have been incarcerated, people with documented substance use, people who are homeless, single parents, people of color, immigrants, women, and the LGBT community.

5. MODALITIES/INTERVENTIONS

Client Populations	UOS	UDC
Clients of DPH Mental Health Sites	7,317	475
People Living with HIV/AIDS (PLWHA)	3,507	400
Total	10,824	875

6. METHODOLOGY

Outreach, Recruitment, Promotion, and Advertisement

Mental Health referrals are made directly to the Benefits Counseling Program by DPH mental health programs that are pre-approved by DPH and PRC. People living with HIV/AIDS are most often referred by DPH funded public health clinics and

hospitals, community-based organizations, county agencies and emergency service providers, as well as by individuals from San Francisco communities. The Managing Legal Director and Supervising Attorneys, in addition to benefits staff who have specific language proficiency, will provide training and technical assistance to staff of identified DPH County Mental Health sites and service providers who work with people living with HIV/AIDS on the mode of referral to the program and the disability process. PRC has a history of conducting outreach and trainings to physicians, public health staff, multi-disciplinary teams and other community-based organizations and clinics, and presents at state-wide and national conferences on effective SSI advocacy.

Admission, Enrollment and Intake

Clients of DPH Mental Health Sites: DPH staff may identify and refer appropriate clients within the target population. After receiving a designated referral/release form in Spanish, English or Chinese, a PRC benefits staff member may schedule the client with an intake appointment.

People Living with HIV/AIDS: New clients seeking public disability benefits are screened by the benefits staff for program eligibility, and if eligible, are scheduled for an intake appointment after being prioritized for the following issues:

- clients who have no income or will have no income within the next month;
- clients who are currently on County Adult Assistance Program (GA) and are uninsured / underinsured.

Clients of the Benefits Counseling Program will be asked to sign relevant paperwork that may include an Appointment of Representative form, a HIPAA compliant Release of Information form, a copy of PRC's grievance procedure and other documents necessary within the scope of legal representation.

A case is considered opened once the following criteria are met:

- A client has signed an Appointment of Representative form and steps are being taken toward submission of an application for SSI/SSDI/CAP benefits or work is being done on the case at the Reconsideration or ALJ level of appeal, or
- Representation is being provided to mitigate barriers that impede qualifying for SSI/SSDI benefits or to mitigate barriers that cause SSI/SSDI eligibility to be terminated. Those barriers include Continuing Disability Reviews.

If clients are screened as ineligible for SSI, but eligible for Social Security Disability Insurance or Cash Assistance Program for Immigrants, the Benefits Counseling Program will represent on these issues, as well as facilitate the Medi-Cal application process with clients who meet non-medical eligibility and who have not already filed.

To maximize Medi-Cal coverage for clients and gain up to 3 months coverage prior to the SSI application's protected filing date – or to secure the earliest possible Medi-Cal application dates for clients who are determined eligible for coverage under Medi-Cal Expansion or SSDI, but not SSI – Benefits Counseling Program staff will follow the Medi-Cal Expansion policies and procedures set forth by DPH after a client files an initial SSI application if the client does not already have a protective filing date for Medi-Cal.

Monthly, Benefits Counseling Program staff will submit a New Client Intake Spreadsheet to the State representative at the Medi-Cal Office housed within the SF Human Services Agency. This will occur after a claimant has had an intake appointment and has signed an Appointment of Representative Form. The State representative will inform Benefits Counseling Program staff if Medi-Cal Expansion forms are required for any client. Medi-Cal Expansion forms will be sent to the Medi-Cal Office on a monthly basis for all applicable clients that received an intake during that month.

Service Delivery Model

The principal site of service will be at 785 Market Street, 10th Floor in San Francisco. The program site is ADA compliant, centrally located and easily accessible from MUNI and BART. Office hours are maintained Monday through Friday, from 9:00 AM - 5:00 PM.

The Benefits Counseling Program will represent clients that:

- are at the initial stage of filing for SSI/SSDI/CAPI benefits,
- are filing requests for reconsideration of a previous denial of benefits,
- are filing requests for hearings in front of an Administrative Law Judge,
- have filed a request for review with the Appeals Council, and/or
- have, or are facing benefits cessation at the initial level or above three levels of appeal due to Continuing Disability Reviews.

Exit Criteria and Process

A client's case is considered active as long as Benefits Counseling Program staff is working to gain or maintain benefits for the client. Once a client case is won and all benefits are in effect, Benefits Counseling Program staff advises clients on future issues that may affect benefits. After this final review, the client's file is closed and the client's record is marked as closed in the benefits status database.

A client's case will be closed when the SSI/SSDI/CAPI application is awarded, or client becomes ineligible as follows:

- Client notifies PRC that they have moved out of SF County and the claim is closed.
- Claim is denied and all levels of administrative appeal are exhausted.
- Client has not worked enough to qualify for Social Security Disability Insurance, but their assets disqualify them for Supplemental Security Income or CAPI.
- Client returns to work earning above substantial gainful activity for more than six consecutive months during the first year of alleged disability.

Benefits Counseling Program staff will notify DPH when a case is closed, in accordance with the Closure Sheet. SSA Notice of Award documents will be submitted minimally to DPH on a bi-weekly basis.

Program Staffing

The Benefits Counseling Program has a Managing Legal Director leading the project, with a team of Supervising Attorneys and Staff Attorneys representing clients. The Managing Legal Director and Supervising Attorneys hire, train, supervise and evaluate the work of the staff, conduct file reviews, research changes in disability benefits laws and regulations, help develop community linkages for the program, present at national conferences and continuing education symposiums, and prepare written materials for both clients and providers. They also act as benefits advocates and hearings representatives when needed. Other Benefits Counseling Program staff includes a Quality Assurance Manager and Legal Assistants.

The Benefits Counseling staff has developed particular expertise working with dual, triple and quadruple diagnosed clients. Staff has extensive expertise in obtaining benefits for disabled clients who also have substance use and/or mental health issues and practices client-centered and harm reduction SSI advocacy. PRC has made it a priority for the agency to remain culturally and linguistically competent in order to ensure that monolingual clients have full access to services. In-house legal services are provided in Spanish, Cantonese, Mandarin and Tagalog.

7. OBJECTIVES AND MEASUREMENTS

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled *Behavioral Health Services – Adult and Older Adult Performance Objectives FY 17-18*.

8. CONTINUOUS QUALITY IMPROVEMENT

The Benefits Counseling Program abides by the standards of care for services as described in Making the Connection: Standards of Care for Client-Centered Services. The Managing Legal Director trains all new staff at hire using the Benefits Counseling Policy and Procedures Manual which is available on the shared network for ongoing review. Any changes are discussed at Team Meetings. The Managing Legal Director and Supervising Attorneys ensure that staff follows policies and procedures during weekly Supervision Meetings to assure the provision of service delivery.

In order to document progress of client cases, files are created for new clients after an intake with an advocate is completed. File contents are organized into four sections to ensure uniformity: contact logs, administrative paperwork, correspondence, and medical records. The Managing Legal Director and/or Supervising Attorneys review client files as part of weekly supervision meetings when cases are discussed to ensure uniformity, proper organization of data, completion of required forms, progress toward achievement of the benefits plan and evidence of proper follow-up. Indicators for reviewing files include the completion of relevant administrative forms, including an initial or current registration on ARIES, a copy of the Grievance, ADA and Language Access Policies and Procedures, current and up-to-date contact logs, HIPAA compliant releases of information, DPH Notice of HIPAA Privacy Policy, a review of all eligible benefits, a plan to achieve benefits, a Representative form for Social Security, an attorney retainer agreement, relevant correspondence and medical records. During weekly Team Meetings and Case Conferences, advocates bring new intake files, give a brief case synopsis and pass the file around to the team. This further ensures that new client files are in order and appropriate action plans are created.

A Benefits Counseling Database is maintained which documents all clients enrolled and served, including relevant statistical information. When a benefits claim is initiated, information is entered into the Database in order to efficiently track the progress of the claim and create an additional level of quality assurance. The Database tracks filing dates, appeal deadlines, level of appeal, onset date of disability and relevant notes. All active claims/issues are marked as "Active" on the database. When cases are resolved, the award information is entered into the database, including the date of the award, amount obtained and retroactive amount. The Quality Assurance Manager is responsible for monitoring the Database, tracking claims, procuring and submitting documentation, reporting outcomes through spreadsheet development, ensuring that files are properly closed out and maintaining efficient and effective protocol to ensure compliance with contract objectives and legal duties.

Applicable DPH Privacy Policies are integrated into the program's adopted, approved and implemented policies and procedures. All required documentation for auditing is maintained and up-to-date, and all record-keeping complies with the timeline required by DPH and is submitted as follows:

Type of Documentation / Information	Timelines / Due Dates
I. SSI/SSDI Medi-Cal Expansion Forms and/or SSI/SSDI Cover Letters to Medi-Cal Office as requested by State representative	I. By the end of each month for all applicable clients that received an intake during that month
II. Closure Sheets to Medi-Cal Office	II. Monthly, as received and processed
III. SSA Award Letters to Medi-Cal Office	III. Monthly, as received and processed
IV. Contract Documents (App A and App B) to SFDPH Contract Development and Technical Assistance (CDTA) Unit	IV. Will comply with SFDPH deadlines
V. DPH Declaration of Compliance and Required Reports	V. As specified by the SFDPH Business Office Contract Compliance (BOCC) Unit
VI. DPH Contract Performance Tracking Report: A. Monitoring Protocol Response B. Client Demographics	VI. Will comply with SFDPH System of Care and BOCC requirements for reporting as requested

HIV Health Services Database

PRC collects and submits unduplicated client and services data through the DPH HIV Client and Services Database for the Ryan White eligible HIV/AIDS clients served through DPH funds. PRC complies with HIV Health Services (HHS) policies and procedures for collecting and maintaining timely, complete and accurate unduplicated client and service information in the Database. New client registration data is entered within 48 hours or two working days after data is collected. Service data for the preceding month, including units of service, is entered by the 15th working day of each month. The deliverables are consistent with the information that is submitted to the appropriate DPH Budget and Finance section on the "Monthly Statements of Deliverables and Invoice."

Client Satisfaction Surveys

Client Satisfaction Surveys are mechanisms used for identifying areas for quality improvement. Clients receive a Client Satisfaction Survey by mail four months after intake. In addition, surveys are displayed in each staff's office for clients to pick up, complete and anonymously drop in a box in the lobby. The survey tracks satisfaction with overall services, courtesy, accuracy and helpfulness of information, confidentiality, and cultural competency, and also gives clients an opportunity to submit written comments and suggest changes they would like to see. We particularly invite clients to give us feedback on areas where they feel we could improve. The Front Office Coordinator collects and tallies all completed surveys on a monthly basis for submission to the Managing Legal Director. Results of the surveys are analyzed by the Managing Legal Director and discussed with the Executive Director. The Managing Legal Director shares pertinent information gathered from the client satisfaction surveys as needed at weekly team meetings in order to continue to deliver state-of-the-art benefits advocacy.

Staff Training and Development

Continuous staff training through continuing legal education, in-services and attendance at community workshops ensures program staff is aware of the latest information and tools for effectively advocating on behalf of clients. The Agency's cultural and linguistic competency will continue to improve through sending staff to trainings covering cultural competency issues relevant to underserved communities, hosting in-service presentations by agencies serving specific populations, providing outreach to agencies that serve targeted clients, and attending City sponsored cultural competency trainings whenever available. Benefits Counseling Program staff conduct cross training during weekly team meetings in areas which individuals have developed particular expertise.

The Managing Legal Director or Supervisors evaluate the performance of Program staff that they supervise after the completion of an initial 90-day probationary period and annually thereafter and record the findings of these evaluations in confidential personnel folders maintained for each staff member. The Executive Director reviews all performance evaluations before they are finalized.

Results of all quality improvement activities are discussed with Benefits Counseling Program staff at team meetings and case conferences to determine any program changes that could improve client services. The Executive Director and Managing Legal Director meet on a twice monthly basis to discuss program protocols, the need for any changes based upon client and provider feedback or staff recommendations, or possible program design or methodology changes needed to meet program objectives. The Managing Legal Director submits a written report to the Board of Directors prior to Board meetings summarizing advocacy results, programmatic changes and progress towards outcome and process objectives.

9. REQUIRED LANGUAGE

- A. All agencies will assure that Ryan White CARE Act funds will be used to fund only services that are not reimbursed by any other funding source.
- B. The client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 400% of Federal Poverty Level as defined by Health and Human Services Department. A client's HIV diagnosis must be confirmed at intake. Client eligibility determination for residency, low-income, and insurance

status must be confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be by a client's self-attestation, but must be documented in the client's file or in ARIES.

- C. All agencies must abide by the standards of care for the services specified in this appendix as described in "Making the Connection: Standards of Care for Client-Centered Services."
- D. All agencies receiving funding through HHS must collect and submit all required data through the AIDS Regional Information & Evaluation System (ARIES).

ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid with any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

A client's information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. Each HHS-funded agency participates in the planning and implementation of their respective agency into ARIES. All agencies must comply with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in ARIES. Registration data must be entered into ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month must be entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Not adhering to HHS standards for quality and timeliness of service data will risk having payments delayed.

- E. Agencies that receive vouchers from HHS must have a written protocol that describes how vouchers are secured, distributed, tracked, and managed. In addition, this voucher protocol must be described in the Methodology section of this Program Narrative.
- F. In order to meet the requirements of "Vigorous Pursuit" all agencies must use the "Covered California Client Information and Acknowledgement and Documentation Form." This form details the information to be communicated to the client including the federal requirement to have health insurance, the potential tax penalty for not having health insurance coverage, and includes the client's signature to document receipt of this information. Once completed and signed, this form must be stored in the client's chart and/or noted and uploaded into ARIES.
- G. All agencies must achieve the program's objectives within the agreed-upon timeframe. All objectives, and descriptions of how objectives will be measured and reported, are in the SFDPH document entitled "Ambulatory Care – Primary Care (HIV Health Services) Performance Objectives FY17-18."

1. PROGRAM NAME / ADDRESS: PRC Equal Access to Healthcare Program (EAHP)
 785 Market Street, 10th Floor
 San Francisco, California 94103-2017

Contact Name / Phone: Sergio Perez, Director of Finance, sergiop@positiveresource.org
 Phone: 415-972-0823 Fax: 415- 777-1770

2. NATURE OF DOCUMENT: Amendment Three

3. GOAL STATEMENT

The goal of the Equal Access to Healthcare Program is to address the incomplete information and systemic barriers clients living with HIV/AIDS experience in accessing healthcare through the Affordable Care Act.

4. TARGET POPULATION

The primary target populations will be DPH clients living with HIV/AIDS in San Francisco and the DPH Eligibility Workers who provide enrollment advice to these clients. Secondly, the contract may also serve CARE eligible clients living in San Francisco who are not connected to DPH systems of care. Positive Resource Center (PRC) will assure that Ryan White CARE Act funds will be used to fund only services that are not reimbursed by any other funding source. The client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 400% of Federal Poverty Level as defined by Health and Human Services Department. PRC must confirmed a client's HIV diagnosis at intake. Client eligibility determination for residency, low-income, and insurance status must be confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be by a client's self-attestation, but must be documented in the client's file or in ARIES.

5. MODALITIES / INTERVENTIONS / UNITS OF SERVICE (UOS/UDC)

Service Period	Unit of Service Description	UOS	UDC
03/01/17 -02/28/18	EAHP Client Intake Hours 3.15 FTE X 40 hours per week X 45 weeks X 68% effort	3,855	525
03/01/17 -02/28/18	Training/Outreach Hours .40 FTE X 40 hours per week X 45wks x 65% effort	468	N/A
Total Units of Service and Unduplicated Clients		4,323	525

6. METHODOLOGY

Outreach, Recruitment, Promotion, and Advertisement

PRC will place advertisements in local media announcing ACA Open Enrollment and PRC's EAHP services. In order to maintain close working relationships and increase referrals, the Managing Legal Director and Supervising Attorney, in addition to benefits staff who have specific language proficiency, will provide outreach, educational training and technical

assistance to DPH clinics and hospitals and community-based organizations serving people living with HIV/AIDS. PRC will also continue to build on a network of referral agencies that work with underserved communities.

Admission, Enrollment and Intake

New clients seeking EAHP services will be screened by the benefits staff for program eligibility, and if eligible, will be scheduled for either a consultation or an intake appointment. Intake clients will be asked to sign relevant paperwork that may include an Appointment of Representative form, a HIPAA compliant Release of Information form, a copy of PRC's grievance procedure, an Attorney Retainer Agreement including a written scope of service, and other documents necessary within the scope of legal representation. All clients will be entered into the Benefits Counseling database.

Service Delivery Model

The program site, 785 Market Street in San Francisco, is ADA compliant and easily accessible from MUNI and BART. Office hours are maintained from 9:00 AM - 5:00 PM.

Client Intake Services

PRC Attorneys will provide counseling, advocacy and direct legal assistance and representation on issues related to access to healthcare, such as disability based Medicare, traditional disability based Medi-Cal programs, Medi-Cal managed care plans and their medical exemption, MAGI Medi-Cal, State's Office of AIDS programs such as OA HIPP and ADAP, and HIV Continuity of Care protection. A complete case file will be maintained, and relevant information entered into the Benefits Counseling database and ARIES for all clients that have completed the intake process.

Clients seeking access to MAGI Medi-Cal, Covered California, State's Office of AIDS programs such as OA HIPP and ADAP, disability based healthcare programs such as Medicare, certain types of Medi-cal programs, e.g. Aged and Disabled Medi-Cal, the Medically Needy Medi-Cal program, SSI linked Medi-Cal, and the Working Disabled Medi-Cal program, are screened by the benefits staff for program eligibility, and if eligible, are scheduled for an intake appointment after being prioritized for the following issues:

- clients who have no income or will have no income within the next month, and do not have health insurance
- clients who are currently on County Adult Assistance Program (GA) and are uninsured / underinsured for health insurance.

Clients of the Benefits Counseling Program will be asked to sign relevant paperwork that may include an Appointment of Representative form, a HIPAA compliant Release of Information form, a copy of PRC's grievance procedure and other documents necessary within the scope of legal representation.

A case is considered opened once the following criteria are met:

- A client has signed an Appointment of Representative form and steps are being taken toward submission of an application for disability based healthcare benefits or work is being done on the case at the administrative appeal level, or
- Representation is being provided to mitigate barriers that impede qualifying for disability based healthcare benefits or to mitigate barriers that cause eligibility for said benefits to be terminated. Those barriers include Continuing Disability Reviews.

If clients are screened as ineligible for disability based healthcare programs, but eligible for non-disability based programs such as MAGI Medi-Cal, the Benefits Counseling Program will represent on these issues, as well as facilitate the Medi-Cal application process with clients who meet non-medical eligibility and who have not already filed.

To maximize Medi-Cal coverage for clients and gain up to 3 months coverage prior to the application's protected filing date – or to secure the earliest possible Medi-Cal application dates for clients who are determined eligible for coverage under Medi-Cal Expansion or SSDI, but not SSI – Benefits Counseling Program staff will follow the Medi-Cal Expansion policies and procedures set forth by DPH after a client files an initial SSI application if the client does not already have a protective filing date for Medi-Cal.

Monthly, Benefits Counseling Program staff will submit a New Client Intake Spreadsheet to the State representative at the Medi-Cal Office housed within the SF Human Services Agency. This will occur after a claimant has had an intake appointment and has signed an Appointment of Representative Form and/or an Attorney Retainer Agreement. The State representative will inform Benefits Counseling Program staff if Medi-Cal Expansion forms are required for any client. Medi-Cal Expansion forms will be sent to the Medi-Cal Office on a monthly basis for all applicable clients that received an intake during that month.

Exit Criteria and Process

A client's case will be considered active as long as Benefits Counseling Program staff is working to resolve issues relating to access to healthcare. The specific scope of service for each intake client will be outlined in the Attorney Retainer Agreement Addendum, if needed. Once services defined in the addendum have been completed, Benefits Counseling Program staff will notify the client in writing that their case will be closed. The client's file will then be closed and the client's record marked as closed in the Benefits Counseling database.

Training Services

PRC staff will provide group and one-on-one outreach, educational trainings and community information sessions to San Francisco clinics, community based organizations, and low-income San Franciscans living with HIV/AIDS.

Training content will include:

- Healthcare Reform (The Affordable Care Act)
- Private health insurance through Covered California
- Insurance Exchanges
- Pharmacy and formulary issues
- Interactions among different systems of benefits
- Resources for older people living with HIV/AIDS
- Medicaid/Cal Expansion
- Modified Adjusted Gross Income (MAGI) Medi-Cal
- Disability based Medi-Cal and Medicare programs
- Medicare – Part D
- SSI/SSDI
- Public vs. Private Insurance - eligibility
- Cash Assistance Program for Immigrants (CAPI)
- State's Office of AIDS programs such as OA HIPP, OA-PCIP) and ADAP
- Accessing Healthcare
- Return to Work Rules for Social Security
- Private Long Term Disability Policies
- Effects of the repeal of DOMA and the implementation of ACA

PRC staff will also provide an expertise line to answer questions from DPH Eligibility Workers who provide enrollment advice to clients living with HIV/AIDS. PRC staff will foster relationships with enrolling entities such as Covered California and Medi-Cal in order to advance the EAHP agenda. PRC will monitor and analyze emerging issues that SF clients living with HIV/AIDS may be having with ACA enrollment and transitions and report to DPH.

Trainings will consist of:

285 hours individual sessions

112.5 hours planning, research, curriculum development, event logistics, program evaluation

70.5 hours group sessions

Sign-in sheets will be maintained and evaluation questionnaires will be distributed to all group training participants. The results of these qualitative and quantitative written evaluations will be compiled by PRC's Senior Legal Assistant who will

report outcomes to the Supervising Attorney, Managing Legal Director and Executive Director. Time spent and issues covered on one-on-one outreach, training and consultations will be tracked in the Benefits Counseling database.

Program Staffing

The Managing Legal Director will oversee the overall project. A PRC Supervising Attorney will supervise program staff, perform legal research and monitor and analyze data. Staff Attorneys and Benefits Advocates will provide consultations, advocacy and counseling to clients and DPH Eligibility Workers. Legal Assistants will provide support to project staff. Trainings will be performed by the Managing Legal Director and Staff Attorneys supported by the Senior Legal Assistant/Training Coordinator, with subcontractor AIDS Legal Referral Panel participating in some trainings.

HIV Health Services Database

All agencies receiving funding through HHS must collect and submit all required data through the AIDS Regional Information & Evaluation System (ARIES).

ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid with any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

A client's information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. Each HHS-funded agency participates in the planning and implementation of their respective agency into ARIES.

PRC must comply with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in ARIES. Registration data must be entered into ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month must be entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Not adhering to HHS standards for quality and timeliness of service data will risk having payments delayed.

7. OBJECTIVES AND MEASUREMENTS

Process Objectives

- 1. Provide counseling, advocacy and direct legal assistance and representation to five hundred and twenty five (525) clients living with HIV/AIDS.**

Measurement and Evaluation: Attorneys and Advocates will complete intake paperwork and case files for all clients, and enter relevant statistical information into the Benefits Counseling database and ARIES. The Supervising Attorney will query the database monthly to analyze progress towards the objective and report to the Managing Legal Director.

- 2. Provide twenty five (25) group outreach & training sessions for San Francisco HIV clinics, community based organizations and consumers.**

Measurement and Evaluation: A Supervising Legal Assistant will maintain a spreadsheet tracking each training session, including date, topics covered, hours performed, and number and affiliation of attendees. After each session, participants will complete qualitative and quantitative written evaluations. The results will be compiled by the Supervising Legal Assistant and reported to the Supervising Attorney and Managing Legal Director.

3. Provide two hundred and eighty five (285) hours of individual outreach and training on issues related to healthcare access to clients living with HIV/AIDS and DPH Eligibility Workers who provide enrollment advice to these clients.

Measurement and Evaluation: Attorneys and Advocates will enter time spent and issues covered into the Benefits Counseling database. The Supervising Attorney will query the database monthly to analyze progress towards the objective and report to the Managing Legal Director.

4. Submit a year-end report analyzing emerging and longstanding healthcare access issues for people living with HIV/AIDS in light of the Affordable Care Act, and annual outcomes of the Equal Access to Healthcare Program, by July 31, 2017.

Measurement and Evaluation: Attorneys and Advocates will track clients' healthcare issues and resolutions in the Benefits Counseling database. The Supervising Attorney will query the database at the end of the contract term to analyze the outcome of the program, and submit a year-end report to PRC's Executive Director, Board of Directors and DPH.

8. CONTINUOUS QUALITY IMPROVEMENT

The Benefits Counseling Program abides by the standards of care for services as described in Making the Connection: Standards of Care for Client-Centered Services. The Managing Legal Director trains all new staff at hire using the Benefits Counseling Policy and Procedures Manual which is available on the shared network for ongoing review. Any changes are discussed at Team Meetings. The Managing Legal Director and Supervising Attorney ensure that staff follows policies and procedures during weekly Supervision Meetings to assure the provision of service delivery.

In order to document progress of client cases, files are created for new clients after an intake with an advocate is completed. File contents are organized into four sections to ensure uniformity: contact logs, administrative paperwork, correspondence, and medical records. The Managing Legal Director and/or Supervising Attorneys review client files as part of weekly supervision meetings when cases are discussed to ensure uniformity, proper organization of data, completion of required forms, progress toward achievement of the benefits plan and evidence of proper follow-up. Indicators for reviewing files include the completion of relevant administrative forms, including an initial or current registration on ARIES, a copy of the Grievance, ADA and Language Access Policies and Procedures, current and up-to-date contact logs, HIPAA compliant releases of information, DPH Notice of HIPAA Privacy Policy, a review of all eligible benefits, a plan to achieve benefits, a Representative form for various agencies responsible for adjudicating healthcare benefits, an attorney retainer agreement, relevant correspondence and medical records, as necessary. During weekly Team Meetings and Case Conferences, advocates bring new intake files, give a brief case synopsis and pass the file around to the team. This further ensures that new client files are in order and appropriate action plans are created.

A Benefits Counseling Database is maintained which documents all clients enrolled and served, including relevant statistical information. When a benefits claim is initiated, information is entered into the Database in order to efficiently track the progress of the claim and create an additional level of quality assurance. The Database tracks filing dates, appeal deadlines, level of appeal, onset date of disability, date of entitlement for Medi-Cal, Medicare, and relevant notes. All active claims/issues are marked as "Active" on the database. When cases are resolved, the award information is entered into the database, including the date of the award and types of healthcare benefits. The Quality Assurance Manager is responsible for monitoring the Database, tracking claims, procuring and submitting documentation, reporting outcomes through spreadsheet development, ensuring that files are properly closed out and maintaining efficient and effective protocol to ensure compliance with contract objectives and legal duties.

The Managing Legal Director and Supervising Attorney will meet on a weekly basis to ensure that the project is on track and discuss project design, protocols or methodology changes needed to meet outcome objectives. The Managing Legal Director will submit a written report to the Board of Directors prior to Board meetings summarizing project results and progress towards outcome objectives.

HIPAA Compliance

Item #2a: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality. As Measured by: Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy and have been adopted, approved and implemented.

Item #2b: All staff that handles patient health information are trained (including new hires), and annually updated in the program's privacy/confidentiality policies and procedures. As Measured by: Documentation exists demonstrating that individuals were trained.

Item #2c: 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 patient/client relevant language, verbal translation is provided. As Measured by: Evidence in patient/client chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are provided.)

Item #2d: 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, and Russian are provided.)

Item #2e: Each disclosure of patient/client health information for purposes other than treatment, payment, or operations is documented. As Measured by: Documentation exists.

Item #2f: Authorization for disclosure of patient/client health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file."

9. REQUIRED LANGUAGE

- A. All agencies will assure that Ryan White CARE Act funds will be used to fund only services that are not reimbursed by any other funding source.
- B. The client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 400% of Federal Poverty Level as defined by Health and Human Services Department. A client's HIV diagnosis must be confirmed at intake. Client eligibility determination for residency, low-income, and insurance status must be confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be by a client's self-attestation, but must be documented in the client's file or in ARIES.
- C. All agencies must abide by the standards of care for the services specified in this appendix as described in "Making the Connection: Standards of Care for Client-Centered Services."
- D. All agencies receiving funding through HHS must collect and submit all required data through the AIDS Regional Information & Evaluation System (ARIES).

ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid with any HHS source of funding. ARIES protects

client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

A client's information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. Each HHS-funded agency participates in the planning and implementation of their respective agency into ARIES. All agencies must comply with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in ARIES. Registration data must be entered into ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month must be entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Not adhering to HHS standards for quality and timeliness of service data will risk having payments delayed.

- E. Agencies that receive vouchers from HHS must have a written protocol that describes how vouchers are secured, distributed, tracked, and managed. In addition, this voucher protocol must be described in the Methodology section of this Program Narrative.
- F. In order to meet the requirements of "Vigorous Pursuit" all agencies must use the "Covered California Client Information and Acknowledgement and Documentation Form." This form details the information to be communicated to the client including the federal requirement to have health insurance, the potential tax penalty for not having health insurance coverage, and includes the client's signature to document receipt of this information. Once completed and signed, this form must be stored in the client's chart and/or noted and uploaded into ARIES.
- G. All agencies must achieve the program's objectives within the agreed-upon timeframe. All objectives, and descriptions of how objectives will be measured and reported, are in the SFDPH document entitled "Ambulatory Care – Primary Care (HIV Health Services) Performance Objectives FY16-17."

1. Identifiers:

Program Name: Positive Resource Center Merger Support
Program Address: 785 Market Street, 10th Floor
City, State, ZIP: San Francisco, CA 94103
Telephone/FAX: 415-777-0333/415-777-1770
Website Address: www.positiveresource.org

Person Completing this Narrative: Pat Riley
Telephone: 415-972-0823
Email Address: patr@positiveresource.org

2. Nature of Document:

New Renewal Amendment Three

3. Goal Statement:

The goal of Merger Support funding is to facilitate Positive Resource Center (PRC) in absorbing Baker Places' clinically-based residential treatment programs and AIDS Emergency Fund's emergency financial assistance program, thus providing services that cut across a full set of needs that will better serve individuals through the combined organizations.

4. Target Population:

The target population is people with disabilities and chronic conditions in San Francisco, including People Living with HIV/AIDS.

5. Modality(s)/Intervention(s)

The billable UOS are defined as twelve months of start-up Merger Support Months.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Merger Support Months	12	N/A	
Total UOS Delivered	12		
Total UDC Served			N/A

6. Methodology:

The Chief Executive Officer will oversee the overall project. The implementation team will also consist of the Chief Operations Officer, Chief of Programs, Chief Financial Officer and Chief Information Officer, who will restructure their departments to merge the three programs with the input of a variety of consultants providing professional services in specific areas of expertise.

Professional Services will be engaged for:

- Health Care Rates and Fees, as overseen by the Chief Financial Officer and Chief Executive Officer; Consultant Fees for a healthcare consultant to work with PRC to ensure Medi-Cal certification for the merged agency, and increase Baker Places' Medi-Cal

billing rates while reducing associated costs, ultimately bringing program revenue and expenses in line to operate in the black.

- **Management Training**, as overseen by the Chief Operations Officer: Senior Management training for PRC's new suite of Executive Leadership Team, management and program staff to operate under an innovative health analysis and business strategy that will: (1) reduce siloed and fragmented health and social services, (2) streamline service eligibility criteria and processes, and (3) minimize clients lost in the referral process by offering an intra-agency case management and service delivery system to better serve the clients
- **IT Systems Integration**, as overseen by the Chief Information Officer and Chief of Programs: address infrastructure needs, including program databases, appropriate firewalls, IT protocols, upgrades and integration, including costs for hardware, software and network systems infrastructure to integrate and maintain IT systems for the three agencies, streamline revenue billing and reporting systems; and reassure all client information is safe and secure within the guidelines of HIPPA.
- **Board Development**, as overseen by the Chief Executive Officer and the Chief Operating Officer: Consultant Fees to implement a board development initiative; consistent with our 2015-17 strategic plan, which will increase board engagement in the areas of fund development, board recruitment and participation to create a board that is commensurate with the size and scope of the new organization and that ultimately reflects the diversity of our client base.
- **Campaign Consultant**, as overseen by the Chief Executive Officer and Chief Operating Officer: Consultant Fees to create and implement a Comprehensive Campaign to raise funds for merger expenses, capital and ongoing program costs to ensure the broad spectrum of services to clients under the merged agency are financially positioned successfully in perpetuity.
- **Agency Rebranding**, as overseen by the Chief Executive Officer and Chief Operations Officer: Consultant fees to rebrand the merged agency into one cohesive brand and image that will reflect the consolidation of the non-residential treatment services (employment services, legal representation, emergency financial assistance, and health care enrollment), including logos, graphic design templates and style guides to retain existing clients and market service availability of the merged agency.
- **Website Redesign**, as overseen by the Chief Executive Officer and the Chief Operations Officer: Consultant fees to consolidate and redesign the websites of the three agencies to provide one seamless user interface for clients and various other stakeholders to better inform the clients of the new services as a result of the merger, and help educate them about other client related changes.
- **Public Relations**, as overseen by the Chief Executive Officer and Chief Operating Officer: Consultant fees for Public Relations firm to represent PRC to the media during and after the merger process including press releases, client communications, community partners, service providers and social media, among other press-related communications to inform existing and new clients of the merger and array of new services.

Supports for the period of transition before, during and after each part of the two mergers will focus on the exploration of cost efficiencies and the optimization of client centered decisions related to merging of services through the following long-term objectives, which exceed this contract period:

- Reduction of administrative/occupancy expenses: Data will be collected through the financial management software system with a goal of reducing expenses by a minimum of 20% across three organizations for the fully merged organization over a period of three years
- Reduction of intake eligibility burden on clients: Data will be collected from eligibility staff with the goal of reducing intake time, streamlined eligibility and recertification process for a client accessing services at all three agencies by 15% per year
- Reduction in client attrition: Data will be collected through the client data software system with a goal of reducing attrition by 10%, 12 months after merger completion

Within year one after the merger PRC will:

- Establish an experienced and qualified board of directors
- Implement a revised management structure
- Design and launch a comprehensive fundraising campaign
- Design and launch a communications and community relations campaign
- Transfer public contracts to the merged organization
- Fully integrate organizations and staff

7. Objectives and Measurements:

A. Objective:

- 1) Nine (9) Baker Places' sites will be recertified by the State of California by the end of the contract year, in order to ensure no disruption in PRC's ability to invoice for services in FY 18-19.

Measurement and Evaluation

PRC's CEO will work with BP's ED/Clinical Advisor to track the progress of the certification process and guarantee a seamless transfer of Medi-Cal certification from Baker to PRC.

- 2) PRC will file Dissolution and Disposition of Assets of AEF with the state Attorney General's office to ensure no disruption of client services.

Measurement and Evaluation

PRC's CEO will track the progress of the filing and guarantee a seamless transfer of services from AEF to PRC.

- 3) Three diverse members will be added to the Board of Directors by the end of the contract year, in order to establish an experienced and qualified board that represents the ethnic and gender diversity of our client base and community.

Measurement and Evaluation

Board demographics will be quantified at the end of the contract year and reported to DPH to ensure progress towards diversity goals.

- 4) Two (2) client and staff focus groups will be held to capture the needs and interests of the affected populations.

Measurement and Evaluation

PRC's CEO, Chief of Programs and BP's Clinical Director will analyze the outcomes of the focus groups. The results will inform a strategy that will be incorporated into a new "Integrated Health Analysis" program model.

- 5) A year-end report analyzing progress towards each activity outlined in Methodology, above, will be submitted to DPH by July 31, 2018.

Measurement and Evaluation

The CEO and COO will keep a running four-week, project-based timeline, which will be used to produce a final report to be presented to the Board of Directors and DPH.

8. Continuous Quality Improvement:

The project implementation team will meet on a weekly basis to ensure that the project is on track and discuss project design, protocols or methodology changes needed to meet outcome objectives and the client service need. The Chief Executive Officer will submit a written report to the Board of Directors prior to Board meetings summarizing project results and progress towards outcome objectives and client satisfaction.

9. Required Language:

- a. Ryan White funds will be used only for services that are not reimbursed by any other source of funding.
- b. Client eligibility for Ryan White funded services is assessed upon intake and at minimum every six (6) months thereafter. The Merger Support Program will also have processes in place to document compliance, and to facilitate DPH monitoring of this requirement.
- c. If standards of care have been developed for the particular types of service being provided (one year or more ago), the following statement is required, "Provider agrees to abide by the standards of care for the services specified in this appendix as described in Making the Connection: Standards of Care for Client-Centered Services."
- d. All agencies receiving funding through HHS are required to collect and submit unduplicated client and services data through the DPH HIV Client and Services Database. This is applicable for all Ryan White eligible clients receiving services paid with any HHS source of funding. Each HHS funded agency participates in the planning and implementation of its respective agency into the Database. The agency complies with HHS policies and procedures for collecting and maintaining timely, complete and accurate UDC and UOS service information in the Database. New client registration data is entered within 48 hours or two working days after data is collected. Service data for the preceding month, including UOS is entered no later than the 15th working day of the following month. The deliverables are consistent with the information submitted to the appropriate DPH Budget and Finance section on the Monthly Statements of Deliverables and Invoice form. If these HHS standards for quality and timeliness of data entry are not followed payments may be delayed until the data has been entered and updated.
- e. Programs that receive vouchers from HHS are required to have a written protocol that describes how vouchers are secured, distributed, tracked, and managed. In addition a

description of these processes should be summarized in the Methodology section of the Program Narrative (Appendix A).

- f. In order to meet the requirements of "Vigorous Pursuit" providers should use the "Covered California Client Information and Acknowledgement and Documentation Form" provided by SFDPH Primary Care HIV Health services. This form details the information to be communicated to the client including the federal requirement to have health insurance, the potential tax penalty for not having health insurance coverage, and includes clients' signatures to document receipt of this information. Once completed and signed this form must be stored in the client charts and/or noted and uploaded into ARIES.

HIPAA Compliance

DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality. As Measured by: Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy and have been adopted, approved and implemented.

All staff that handles patient health information are trained (including new hires), and annually updated in the program's privacy/confidentiality policies and procedures. As Measured by: Documentation exists demonstrating that individuals were trained.

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 patient/client relevant language, verbal translation is provided. As Measured by: Evidence in patient/client chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are provided.)

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, and Russian are provided.)

Each disclosure of patient/client health information for purposes other than treatment, payment, or operations is documented. As Measured by: Documentation exists.

Authorization for disclosure of patient/client health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file."

Appendix B
Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

2. Program Budgets and Final Invoice

A. Program Budget is listed below and is attached hereto.

Appendix B-1 MH SSI Advocacy Benefits Counseling

- Appendix B-1a: HIV SSI Advocacy Counseling
 - Appendix B-2: Equal Access to Healthcare
 - Appendix B-4: Organizational Support for Merger
- B. COMPENSATION**

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Ten Million Seven Hundred Forty Four Thousand Four Hundred Forty Seven Dollars (\$10,744,447)** for the period of October 1, 2013 through June 30, 2018.

CONTRACTOR understands that, of this maximum dollar obligation, \$283,877 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

13-14 Prev Encumb	\$1,362,342
14-15 Prev Encumb	\$1,946,310
15-16 Prev Encumb	\$2,021,045
16-17 THIS Encumb	\$2,765,235
17-18 To Be Encumb	<u>\$2,365,638</u>
total	\$10,460,570
Contingency	<u>\$283,877</u>
Grand Total	\$10,744,447

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

C. CONTRACTOR agrees to comply with its Budget as shown in 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. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

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

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

DHCS Legal Entity Number (MH)	01695				Page #	4
DHCS Legal Entity Name (MH)/Contractor Name (SA)	Positive Resource Center (PRC)			Fiscal Year	2017-18	
Contract CMS #	7383			Document Date	03/14/17	
Contract Appendix Number	B-1	B-1a	B-2	B-4		
Provider Number	38H1	38H1	38H1	38H1		
Program Name(s)	MH SSI Advocacy Benefits Counseling	HIV SSI Advocacy Benefits Counseling	Equal Access to Healthcare Program	Organizational Support for Merger		
Program Code(s)	38H101	N/A - HIV Hlth Svcs	N/A - HIV Hlth Svcs	N/A		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/17 - 06/30/18	07/01/17 - 06/30/18	03/01/17 - 2/28/18	07/01/17 - 06/30/18	TOTAL	
FUNDING USES						
Salaries	\$ 555,778	\$ 266,379	\$ 326,611	\$ 94,681	\$ 1,243,449	
Employee Benefits	\$ 133,244	\$ 63,862	\$ 76,017	\$ 18,903	\$ 292,026	
Subtotal Salaries & Employee Benefits	\$ 689,022	\$ 330,241	\$ 402,628	\$ 113,584	\$ 1,535,475	
Operating Expenses	\$ 179,366	\$ 85,969	\$ 126,632	\$ 198,918	\$ 590,885	
Subtotal Direct Expenses	\$ 868,388	\$ 416,210	\$ 529,260	\$ 312,502	\$ 2,126,360	
Indirect Expenses	\$ 104,208	\$ 49,942	\$ 47,630	\$ 37,498	\$ 239,278	
Indirect %	12.0%	12.0%	9.0%	12.0%	11.3%	
TOTAL FUNDING USES	\$ 972,596	\$ 466,152	\$ 576,890	\$ 350,000	\$ 2,365,638	
					23.9%	
BHS MENTAL HEALTH FUNDING SOURCES						
MH WORK ORDER - Human Services Agency	\$ 948,874				\$ 948,874	
MH COUNTY Adult WO CODB	\$ 23,722				\$ 23,722	
MH COUNTY Adult - General Fund					\$ -	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 972,596	\$ -	\$ -	\$ -	\$ 972,596	
OTHER DPH FUNDING SOURCES						
HHS COUNTY GF		\$ 11,370			\$ 11,370	
HHS COUNTY GF		\$ 454,782			\$ 454,782	
HHS FED CARE Part A - PD13, CFDA #93.914			\$ 576,890		\$ 576,890	
HHS STATE SAM - HCAQ16, CFDA #93.917					\$ -	
Work Order ECN (BOS add-back)				\$ 350,000		
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ 466,152	\$ 576,890	\$ 350,000	\$ 1,393,042	
TOTAL DPH FUNDING SOURCES	\$ 972,596	\$ 466,152	\$ 576,890	\$ 350,000	\$ 2,365,638	
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 972,596	\$ 466,152	\$ 576,890	\$ 350,000	\$ 2,365,638	
Prepared By	Sergio Perez			(415) 972-0823		

Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: Positive Resource Center (PRC)

Contract CMS #:: 7383

7

Fiscal Year: 2017-18

Document Date 3/14/17

1. SALARIES & BENEFITS

App B-4

Totals

Position Title	FTE	Amount
Executive Assistant	0.04	\$ 7,758
Finance Clerk	0.05	\$ 5,546
Information Technology Assistant	0.05	\$ 6,269
Operations & Human Resources Manager	0.12	\$ 10,425
Subtotal:	0.25	\$ 29,998
Employee Fringe Benefits:	25%	\$ 7,500
Total Salaries and Benefits:		\$ 37,498

FTE	Amount

Amount
\$ 7,758
\$ 5,546
\$ 6,269
\$ 10,425
\$ 29,998
\$ 7,500
\$ 37,498

2. OPERATING COSTS

Expense line item:	Amount
Rental of Property	
Utilities(Elec, Water, Gas, Phone, Scavenger)	
Office Supplies, Postage	
Printing and Reproduction	
Insurance	
Rental of Equipment	
Total Operating Costs	\$ -
Total Indirect Costs (Sals & Bens + Operating Costs)	\$ 37,498

Amount
\$ -
\$ -

Totals
\$ -
\$ 37,498

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) 01695		B-1 and 1a	
Provider Name Positive Resource Center		1	
Provider Number 38H1		2017-18	
		Document Date 03/14/17	
Program Name	MH SSI Advocacy Benefits Counseling	HIV SSI Advocacy Benefits Counseling	
Program Code	38H101	N/A	
Mode/SFC (MH) or Modality (SA)	60/78	N/A	
Service Description	SS-Other Non-MediCal Client Support Exp	N/A	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/17 - 06/30/18	07/01/17 - 06/30/18	TOTAL
FUNDING USES			
Salaries & Employee Benefits	689,022	330,241	1,019,263
Operating Expenses	179,366	85,969	265,335
Capital Expenses	-	-	-
Subtotal Direct Expenses	868,388	416,210	1,284,598
Indirect Expenses	104,208	49,942	154,150
TOTAL FUNDING USES	972,596	466,152	1,438,748
BHS MENTAL HEALTH FUNDING SOURCES			
Accounting Code (Index Code or Detail)			
MH WO HSA HAP PRC	HMHMHAPRCWO	948,874	948,874
MH COUNTY Adult WO CODB	HMHMCC730515	23,722	23,722
		-	-
		-	-
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	972,596	-	972,596
BHS SUBSTANCE ABUSE FUNDING SOURCES			
Accounting Code (Index Code or Detail)			
		-	-
		-	-
		-	-
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-
OTHER DPH FUNDING SOURCES			
Accounting Code (Index Code or Detail)			
HHS WO HSA AIDS Health Services	HCHMHVCSWO	454,782	454,782
HHS COUNTY GF	HCHPDHIVSVGF	11,370	11,370
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES	-	466,152	466,152
TOTAL DPH FUNDING SOURCES	972,596	466,152	1,438,748
NON-DPH FUNDING SOURCES			
Accounting Code (Index Code or Detail)			
		-	-
This row left blank for funding sources not in drop-down list			
TOTAL NON-DPH FUNDING SOURCES	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	972,596	466,152	1,438,748
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased (if applicable)			
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)			
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)
DPH Units of Service	7,317	3,507	10,824
Unit Type	Hours	Hours	Hours
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 132.92	\$ 132.92	\$ 132.92
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 132.92	\$ 132.92	\$ 132.92
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	475	400	875

Appendix B - DPH 4: Operating Expenses Detail

Program Name: MH SSI Advocacy Benefits Counseling & HIV SSI Advocacy Benefits Counseling
 Program Code: 38H101

Appendix #: B-1 and 1a
 Page #: 3
 Fiscal Year: 2017-18
 Document Date: 03/14/17

Expense Categories & Line Items	TOTAL	B1	B1a				
		MH Work Order HSA HMHMHAPRCWO	HIV Work Order HSA HCHIVSVCSWO				
07/01/17 - 06/30/18							
Rent	\$ 208,262	\$ 141,461	\$ 67,801				
Utilities(telephone, electricity, water, gas)	\$ 3,488	\$ 2,358	\$ 1,130				
Building Repair/Maintenance	\$ -	\$ -	\$ -				
Occupancy Total:	\$ 212,750	\$ 143,819	\$ 68,931				
Office Supplies	\$ 9,323	\$ 6,302	\$ 3,021				
Printing	\$ 7,084	\$ 4,789	\$ 2,295				
Preparation Supplies	\$ -	\$ -	\$ -				
Computer Hardware/Software	\$ -	\$ -	\$ -				
Materials & Supplies Total:	\$ 16,407	\$ 11,091	\$ 5,316				
Training/Staff Development	\$ 8,500	\$ 5,746	\$ 2,754				
Insurance	\$ 13,169	\$ 8,902	\$ 4,267				
Professional License	\$ 3,500	\$ 2,366	\$ 1,134				
Permits	\$ -	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 9,509	\$ 6,428	\$ 3,081				
General Operating Total:	\$ 34,678	\$ 23,442	\$ 11,236				
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -				
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -				
Interpreter	\$ 1,500	\$ 1,014	\$ 486				
	\$ -						
	\$ -						
Other Total:	\$ 1,500	\$ 1,014	\$ 486				
TOTAL OPERATING EXPENSE	\$ 265,335	\$ 179,366	\$ 85,969				

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) 01695		Provider Name Positive Resource Center		Appendix #	B-2 and 2a
Provider Number 38H1				Page #	1
				Fiscal Year	2017-18
				Document Date	03/14/17
Program Name	Equal Access to Healthcare Program	Benefits Counseling Training Program			
Program Code	N/A - HHS	N/A - HHS			
Mode/SFC (MH) or Modality (SA)					
Service Description					
Funding Term (mm/dd/yy - mm/dd/yy)	03/01/17 - 2/28/18	03/01/17 - 2/28/18			TOTAL
FUNDING USES					
Salaries & Employee Benefits	356,707	45,921			402,628
Operating Expenses	103,743	22,889			126,632
Capital Expenses	-	-			-
Subtotal Direct Expenses	460,450	68,810			529,260
Indirect Expenses	41,440	6,190			47,630
TOTAL FUNDING USES	501,890	75,000			576,890
BHS MENTAL HEALTH FUNDING SOURCES					
Accounting Code (Index Code or Detail)					
This row left blank for funding sources not in drop-down list					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					
BHS SUBSTANCE ABUSE FUNDING SOURCES					
Accounting Code (Index Code or Detail)					
This row left blank for funding sources not in drop-down list					
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
Accounting Code (Index Code or Detail)					
HHS FED CARE Part A - PD13, CFDA #93.914	HC HIV HSVCS GR	501,890	75,000		576,890
This row left blank for funding sources not in drop-down list					
TOTAL OTHER DPH FUNDING SOURCES		501,890	75,000		576,890
TOTAL DPH FUNDING SOURCES		501,890	75,000		576,890
NON-DPH FUNDING SOURCES					
This row left blank for funding sources not in drop-down list					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		501,890	75,000		576,890
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (If applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)			Cost Reimbursement (CR)
DPH Units of Service	3,855	468			4,323
Unit Type	Hours	Hours		0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 130	\$ 160	\$ -		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 130	\$ 160	\$ -		
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)		525	N/A		525

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Equal Access to Healthcare Program
 Program Code: N/A - HIV Hlth Svcs

Appendix #: B-2 and 2a
 Page #: 3
 Fiscal Year: 2017-18
 Document Date: 03/14/17

Expense Categories & Line Items	TOTAL	B2	B2a				
		Equal Access to Healthcare Program	Benefits Counseling Training Program				
03/01/17 - 02/28/18							
Rent	\$ 74,327	\$ 67,691	\$ 6,636				
Utilities(telephone, electricity, water, gas)	\$ 1,239	\$ 1,128	\$ 111				
Building Repair/Maintenance	\$ -	\$ -	\$ -				
Occupancy Total:	\$ 75,566	\$ 68,819	\$ 6,747				
Office Supplies	\$ 12,191	\$ 1,722	\$ 10,469				
Photocopying	\$ 1,096	\$ 998	\$ 98				
Program Supplies	\$ -	\$ -	\$ -				
Computer Hardware/Software	\$ -	\$ -	\$ -				
Materials & Supplies Total:	\$ 13,287	\$ 2,720	\$ 10,567				
Training/Staff Development	\$ 1,500	\$ 1,500	\$ -				
Insurance	\$ 11,331	\$ 11,058	\$ 273				
Professional License	\$ -	\$ -	\$ -				
Permits	\$ -	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 3,378	\$ 3,076	\$ 302				
General Operating Total:	\$ 16,209	\$ 15,634	\$ 575				
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -				
AIDS Legal Referral Panel - Contracted training partner to perform research, design curriculum and present trainings in designated areas of expertise.	\$ -						
20 hours research @ \$75/hour	\$ 1,500		\$ 1,500.00				
7 (2-4 hours in duration) presentations @ \$500 each	\$ 3,500		\$ 3,500.00				
Consultant/Subcontractor Total:	\$ 5,000	\$ -	\$ 5,000.00				
Marketing	\$ 16,570	\$ 16,570	\$ -				
	\$ -						
	\$ -						
Other Total:	\$ 16,570	\$ 16,570	\$ -				
TOTAL OPERATING EXPENSE	\$ 126,632	\$ 103,743	\$ 22,889				

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) 01695		Appendix #	B-4
Provider Name Positive Resource Center		Page #	1
Provider Number 38H1		Fiscal Year	2017-18
		Document Date	03/14/17
Program Name	Organizational Support for Merger		
Not Applicable - Program Code	N/A		
NOT Applicable - Mode/SFC (MH) or Modality (SA)	N/A		
NOT Applicable - Service Description	N/A		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/17 - 06/30/18		TOTAL
FUNDING USES			
Salaries & Employee Benefits	113,584		113,584
Operating Expenses	198,918		198,918
Capital Expenses	-	-	-
Subtotal Direct Expenses	312,502	-	312,502
Indirect Expenses	37,498		37,498
TOTAL FUNDING USES	350,000	-	350,000
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code - Index Code		
MH COUNTY Adult - General Fund	HMHMCC730515		-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-
OTHER DPH FUNDING SOURCES	Accounting Code - Index Code		
Work Order ECN (BOS add-back)	HGHVHSPMSWO	350,000	350,000
TOTAL OTHER DPH FUNDING SOURCES		350,000	350,000
TOTAL DPH FUNDING SOURCES		350,000	350,000
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		350,000	350,000
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Fee-For-Service (FFS)		
DPH Units of Service	12		
Unit Type	Merger Support Months		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$29,167		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$29,167		
Published Rate (Medi-Cal Providers Only)	N/A		
Unduplicated Clients (UDC)	N/A		
			Total UDC
			N/A

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Organizational Support for Merger

Program Code: N/A

Appendix #: B-4

Page #: 3

Fiscal Year: 2017-18

Document Date: 03/14/17

B4

Expense Categories & Line Items	TOTAL	Organizational Support for Merger (HCHIVHSPMSWO)			
		07/01/17-06/30/18			
Computer Hardware/Software	\$ 23,131	\$ 23,131			
Materials & Supplies Total:	\$ 23,131	\$ 23,131	\$ -		
Training/Staff Development	\$ 16,613	\$ 16,613			
General Operating Total:	\$ 16,613	\$ 16,613	\$ -		
WHM Creative Consultant to assist with rebranding 3 agencies to create one cohesive brand/image \$250/hr x 10hrs x 20 wks	\$ 30,435	\$ 30,435			
WHM Creative Consultant to consolidate and redesign the websites of 3 agencies \$156.25/hr x 10hrs x 16 wks.	\$ 15,218	\$ 15,218			
Landis Communications, Inc. Consultant for Public Relations firm to represent PRC to the media during and after merger process \$8,000/mo x 8 mos	\$ 38,955	\$ 38,955			
HSF Consultants for healthcare consultant to work on increasing Baker Place's Medi-Cal billing rates \$100/hr x 20hrs x 25 wks	\$ 30,435	\$ 30,435			
Brakeley Briscoe, Inc. Consultant to create and implement Comp Campaign \$5,000/mo x 10 mos	\$ 30,435	\$ 30,435			
Neela Gentile (Consultant feesto implement a board development initiative) \$150/hr x 10hrs x 15 wks	\$ 13,696	\$ 13,696			
Consultant/Subcontractor Total:	\$ 159,174	\$ 159,174			
TOTAL OPERATING EXPENSE	\$ 198,918	\$ 198,918			

**Appendix F
Invoice**

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

BHS

Contractor: **Positive Resource Center**

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

Contract Term: 07/01/2017 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: **M05 JL 17**

Cl. Blanket No.: BPHM **TBD**

Cl. PO No.: POHM **TBD** User Cd

Fund Source: **MH WO HSA HAP PRC**

Invoice Period: **July 2017**

Final Invoice: (Check if Yes)

ACE Control Number:

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL	Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS		UOS	CLIENTS
B-1 and 1a MH SSI Advocacy Benefits Counseling PC# - 38H101 - HMMHAPRCWO											
60/ 78 Other Non Medi-Cal Client Support Svcs	7,317				\$ 132.92	\$ -	0.000		0.00%	7,317.000	
TOTAL	7,317		0.000				0.000		0.00%	7,317.000	

972,576.64

Budget Amount	Expenses To Date	% of Budget	Remaining Budget
\$ 972,596.00	\$ -	0.00%	\$ 972,596.00

SUBTOTAL AMOUNT DUE	\$ -	NOTES: HSA Work Order - HMMHAPRCWO - \$948,874.00 GF - WO CODE - HMMGCC730515 - \$23,722.00
Less: Initial Payment Recovery		
(For DPH Use) Other Adjustments		
NET REIMBURSEMENT	\$ -	

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

Signature: _____ Date: _____
 Title: _____

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

DPH Authorization for Payment

 Authorized Signatory Date

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

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M11 MR 17

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: HHS RWPA - PD13 HC HIV HSVSCGR

Invoice Period: March 2017

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Contractor: Positive Resource Center

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

Funding Term: 03/01/2017 - 02/28/2018

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 and 2a' Equal Access to Healthcare Program & Benefits Counseling Training Program - HCHIVHSVCSGR	3,855	525			0.00	0.00	0%	0%	3,855	525	100%	100%
	468				0.00	0.00	0%	#DIV/0!	468	-	100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 326,611.00	\$ -	\$ -	0.00%	\$ 326,611.00
Fringe Benefits	\$ 76,017.00	\$ -	\$ -	0.00%	\$ 76,017.00
Total Personnel Expenses	\$ 402,628.00	\$ -	\$ -	0.00%	\$ 402,628.00
Operating Expenses					
Occupancy	\$ 75,566.00	\$ -	\$ -	0.00%	\$ 75,566.00
Materials and Supplies	\$ 13,287.00	\$ -	\$ -	0.00%	\$ 13,287.00
General Operating	\$ 16,209.00	\$ -	\$ -	0.00%	\$ 16,209.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Other: Marketing	\$ 16,570.00	\$ -	\$ -	0.00%	\$ 16,570.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 126,632.00	\$ -	\$ -	0.00%	\$ 126,632.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 529,260.00	\$ -	\$ -	0.00%	\$ 529,260.00
Indirect Expenses	\$ 47,630.00	\$ -	\$ -	0.00%	\$ 47,630.00
TOTAL EXPENSES	\$ 576,890.00	\$ -	\$ -	0.00%	\$ 576,890.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

Contractor: Positive Resource Center

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

Contract Term: 07/01/2017 - 06/30/2018

PHP Division: Behavioral Health Services

BHS

INVOICE NUMBER: M07 JL 17

CL Blanket No.: BPHM TBD

CL PO No.: POHM TBD

Fund Source: Work Order ECN (BOS add-back)

Invoice Period: July 2017

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (M# Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-4 - Organizational Support for Merger	12				\$ 29,167.00	\$ -	0.000		0.00%		12.000	
TOTAL	12		0.000				0.000		0.00%		12.000	
Budget Amount					\$ 350,000.00		Expenses To Date	% of Budget		Remaining Budget		
							\$ -	0.00%		\$ 350,000.00		

SUBTOTAL AMOUNT DUE \$ -
 Less: Initial Payment Recovery
 (For DPH Use) Other Adjustments
 NET REIMBURSEMENT \$ -

NOTES:

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

Signature: _____ Date: _____

Title: _____

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

DPH Authorization for Payment

 Authorized Signatory

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2017

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER RCU Insurance Services 3033 Cleveland Ave Ste 100 Santa Rosa CA 95403	CONTACT NAME: Viktoria Cordes
	PHONE (A/C, No, Ext): (707) 576-5082 FAX (A/C, No): (707) 522-6851 E-MAIL ADDRESS: vcordes@redwoodcu.org
INSURED Positive Resource Center 785 Market Street, 10th Floor San Francisco CA 94103	INSURER(S) AFFORDING COVERAGE
	INSURER A: Nonprofit Insurance Alliance
	INSURER B: Republic Indemnity Co of America
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL172900472 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 EXCLUSION 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		201716972NPO	2/3/2017	2/3/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SSPL \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			201716972NPO	2/3/2017	2/3/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ 10,000 RETENTION \$			201716972UMBPO	2/3/2017	2/3/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	25105101	8/1/2016	8/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Property Directors & Officers			CWB001274700 201716972DO	2/3/2017 2/3/2017	2/3/2018 2/3/2018	475,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City and County of San Francisco, its officers, agents and employees are named as Additional Insured.

CERTIFICATE HOLDER City and County of San Francisco Community Behavioral Health Services Luciana Garcia, Contract Analyst 1380 Howard Street Room 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 Viktoria Cordes/VC 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your negligent acts or omissions; or
 2. The negligent acts or omissions of those acting on your behalf, in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance is primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SOCIAL SERVICE AGENCIES –
VOLUNTEERS AS INSUREDS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Who Is An Insured** provision under **Covered Autos Liability Coverage**:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2016 in San Francisco, California, by and between **Positive Resource Center** ("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, the Department of Public Health, Community Behavioral Health Services ("Department") wishes to provide mental health and substance abuse services; and,

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew the contract and add Appendices A and B for 2016-17, increase compensation and update standard contractual clauses; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number on 4152 09/10 on February 1, 2016;

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated October 1, 2013, Contract Number BPHM14000007 between Contractor and City as amended by the First Amendment, Contract Numbers BPHM14000007, DPHM15000108 and this Second Amendment.

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

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

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

a. 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 works 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 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million Seven Hundred Fourteen Thousand Four Hundred Sixty Seven Dollars (\$7,714,467)**. 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.

Section 5 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 works 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 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Eight Million Ninety Four Thousand Nine Hundred Thirty Two Dollars (\$8,094,932)**. 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.

b. Section 8 is hereby amended in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

1. 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. 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.

c. Section 9 is hereby amended in its entirety to read as follows:

9. Disallowance.

a. **Refund.** 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.

b. **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix B.

d. **Section 14 is hereby amended in its entirety to read as follows:**

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, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. 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. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

e. Section 15 is hereby amended 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. Reserved

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.

f. Section 16 is hereby amended in its entirety to read as follows:

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. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City.

g. Section 19 is hereby amended in its entirety to read to as follows:

19. Reserved. (Liquidated damages)"

h. Section 20 is hereby amended in its entirety to read as follows:

20. Default; Remedies.

a. 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 | And, item 1 of Appendix D attached to this Agreement |
| 63. Protected Health Information | |

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.

i. Section 22 is hereby amended in its entirety to read as follows:

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 | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |

- | | |
|--|--|
| 15. Insurance | 50. Agreement Made in California;
Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |
| | 63. Protected Health 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.

j. Section 24 is hereby amended in its entirety to read as follows:

24. Proprietary or Confidential Information of City.

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.

k. Section 28 is hereby amended in its entirety to read as follows:

28. Audit and Inspection of Records

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.

l. Section 32 is hereby amended in its entirety to read as follows:

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

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

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

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

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, 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(d), 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.

m. Section 33 is hereby amended in its entirety to read as follows:

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 Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") 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 CMD 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 CMD 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 CMD or the Controller upon request.

n. **Section 34 is hereby amended in its entirety to read as follows:**

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 CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (formerly '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.

o. Section 42 is hereby amended in its entirety to read as follows:

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 a board 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.

p. Section 43 is hereby amended in its entirety to read as follows:

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 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. 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.

q. Section 44 is hereby amended in its entirety to read as follows:

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 Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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.

r. **Section 49 is hereby amended in its entirety to read as follows:**

49. Administrative Remedy for Agreement Interpretation.

a. **Negotiation; Alternative Dispute Resolution.** The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

b. **Government Code Claims.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

s. **Section 55 is hereby amended in its entirety to read as follows:**

55. Supervision of Minors

In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors. In the event of a conflict between this section and Section 32, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

t. **Section 58 is hereby amended in its entirety to read as follows:**

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

u. Section 59 is hereby amended in its entirety to read as follows:

59. Food Service Waste Reduction Requirements

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.

v. Section 60 is hereby amended in its entirety to read as follows:

60. Reserved. (Slavery era disclosure)

w. Section 63 is hereby amended in its entirety to read as follows:

63. Protected Health Information

Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

x. Section 64 is hereby added to the Agreement and reads as follows:

64. Additional Terms

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

- y. **Appendix A dated 07/01/15 (i.e. July 1, 2015) is hereby replaced in its entirety with Appendix A dated 07/01/16 (i.e. July 1, 2016).**
- z. **Appendices A-3 to A-4 dated 07/01/16 (i.e. July 1, 2016) are hereby added for 2016-17.**
- aa. **Appendix B dated 07/01/15 (i.e. July 1, 2015) is hereby replaced in its entirety with Appendix B dated 07/01/16 (i.e. July 1, 2016).**
- bb. **Appendices B-1 to B-4 dated 07/01/16 (i.e. July 1, 2016) are hereby added for 2016-17.**
- cc. **Appendix D, Additional Terms to the Original Agreement dated 07/01/11 (i.e. July 1, 2011) is hereby deleted in its entirety and replaced with Appendix D dated 07/01/16 (i.e. July 1, 2016).**
- dd. **Appendix E, Business Associate Addendum to the Original Agreement dated 07/01/11 (i.e. July 1, 2011) is hereby deleted in its entirety and replaced with Appendix E dated 04/22/16 (i.e. April 22, 2016).**
- ee. **Appendix F, Invoices dated 11/17/16 (November 17, 2016) are hereby added for 2016-17.**

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

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.

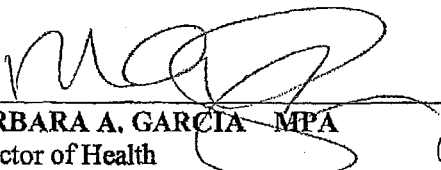
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.


CITY

CONTRACTOR

Recommended by:

POSITIVE RESOURCE CENTER


BARBARA A. GARCIA MPA
Director of Health


BRETT ANDREWS
EXECUTIVE DIRECTOR
785 MARKET STREET, 10th Floor
SAN FRANCISCO, CA 94103


Approved as to Form:

City vendor number: 01497

DENNIS J. HERRERA
City Attorney

By: 
KATHY MURPHY
Deputy City Attorney

Approved:


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

RECEIVED
JUL 10 PM 2:11
Purchasing Department
Appendment Two
Positive Resource Center

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Valerie Wiggins** for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the

Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. N/A

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

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

P. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

Q. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

R. Compliance with Community Behavioral Health Services Policies and Procedures

In the provision of SERVICES under CBHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by CBHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

S. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request."

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-3: ADAP Enrollment Program

Appendix A-4: Positive Resource Center Merger Support



I. PROGRAM NAME / ADDRESS: ADAP Enrollment Program
785 Market Street, 10th Floor
San Francisco, California 94103-2017

Contact Name / Phone: Sergio Perez, Director of Finance, sergiop@positiveresource.org
Pat Riley, patr@positiveresource.org
Phone: 415-972-0823 Fax: 415- 777-1770
www.positiveresource.org

II. NATURE OF DOCUMENT: Amendment Two

III. GOAL STATEMENT

The goal of the ADAP Enrollment Site is to offer enrollment to eligible clients in the AIDS Drug Assistance Program (ADAP) and Office of AIDS Health Insurance Premium Payment (OA-HIPP) program.

IV. TARGET POPULATION

The target population is People Living with HIV/AIDS in San Francisco.

V. MODALITIES / INTERVENTIONS / UNITS OF SERVICE (UOS) and UNDUPLICATED CLIENTS (UDC)

The billable UOS are defined as nine months of start-up.

Service Period	Unit of Service Description	UOS	UDC
07/01/16 - 03/31/17	ADAP / OA-HIPP Start Up Months	9	N/A
Total Units of Service and Unduplicated Clients		9	N/A

VI. METHODOLOGY

Outreach, Recruitment, Promotion, and Advertisement

PRC staff will develop an ADAP Messaging Campaign, in partnership with other HIV service providers, to disseminate information about changes in eligibility criteria for ADAP. The campaign will include distributing flyers and palm cards, advertising in local media, and mobilizing HIV clinics and service providers to update their social media and internet messaging to reflect the updates.

PRC staff will enroll / re-enroll eligible clients in the AIDS Drug Assistance Program (ADAP) and the Office of AIDS Health Insurance Premium Payment (OA-HIPP) program.

Program Staffing

The Managing Legal Director will oversee the overall project. A PRC Supervising Attorney will lead the project, supervise program staff, perform legal research and monitor and analyze data. Staff Attorneys will provide ADAP and OA-HIPP enrollments, with support from Legal Assistants and Front Office Coordinator.

HIPAA Compliance

DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality. As Measured by: Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy and have been adopted, approved and implemented.

All staff that handles patient health information are trained (including new hires), and annually updated in the program's privacy/confidentiality policies and procedures. As Measured by: Documentation exists demonstrating that individuals were trained.

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 patient/client relevant language, verbal translation is provided. As Measured by: Evidence in patient/client chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are provided.)

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, and Russian are provided.)

Each disclosure of patient/client health information for purposes other than treatment, payment, or operations is documented. As Measured by: Documentation exists.

Authorization for disclosure of patient/client health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file."

VII. OBJECTIVES AND MEASUREMENTS

Process Objective

Enroll / re-enroll fifty (50) clients living with HIV/AIDS in the AIDS Drug Assistance Program (ADAP) and Office of AIDS Health Insurance Premium Payment (OA-HIPP) program.

Measurement and Evaluation

Attorneys and Advocates will enter all clients into the Benefits Counseling database upon intake, including relevant statistical information. The database will track when clients are enrolled in ADAP and OA-HIPP programs and their upcoming re-enrollment dates. The Supervising Attorney will query the database monthly to analyze progress towards the objective and report to the Managing Legal Director to ensure compliance with contract objectives.

VIII. CONTINUOUS QUALITY IMPROVEMENT

The project implementation team, comprised of the Managing Legal Director and Supervising Attorney, will meet on a weekly basis to ensure that the project start-up is on track and discuss project design, protocols or methodology changes needed to meet outcome objectives. The Managing Legal Director will submit a written report to the Board of Directors prior to Board meetings summarizing project results and progress towards outcome objectives.

IX. REQUIRED LANGUAGE

- A. The program assures that Ryan White CARE Act funds are only used to pay for services that are not reimbursed by any other funding source.
- B. Client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 400% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.

Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be obtained by client self-attestation, but must be documented in the client file or in ARIES.

- C. All agencies receiving funding through HHS must collect and submit all required data through the AIDS Regional Information & Evaluation System (ARIES).

ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. Each HHS-funded agency participates in the planning and implementation of their respective agency into ARIES.

All agencies must comply with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in ARIES. Registration data is entered into ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month is entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Failure to adhere to HHS standards for quality and timeliness of data entry will risk delay of payment until all data is entered and up to date.

- D. All agencies must use the "Covered California Client Information and Acknowledgement and Documentation Form in order to meet the requirements of "Vigorous Pursuit". This form details the information to be communicated to the client including the federal requirement to have health insurance, the potential tax penalty for not having health insurance coverage, and includes the client's signature to

document receipt of this information. Once completed and signed, this form is stored in the client's chart and/or noted and uploaded into ARIES.

1. Identifiers:

Program Name: Positive Resource Center Merger Support
Program Address: 785 Market Street, 10th Floor
City, State, ZIP: San Francisco, CA 94103
Telephone/FAX: 415-777-0333/415-777-1770
Website Address: www.positiveresource.org

Person Completing this Narrative: Pat Riley
Telephone: 415-972-0823
Email Address: patr@positiveresource.org

2. Nature of Document:

New Renewal Amendment Two

3. Goal Statement:

The goal of Merger Support funding is to facilitate Positive Resource Center (PRC) in absorbing Baker Places' clinically-based residential treatment programs and AIDS Emergency Fund's emergency financial assistance program, thus providing services that cut across a full set of needs that will better serve individuals through the combined organizations.

4. Target Population:

The target population is people with disabilities and chronic conditions in San Francisco, including People Living with HIV/AIDS.

5. Modality(s)/Intervention(s)

The billable UOS are defined as twelve months of start-up Merger Support Months.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Merger Support Months	12	N/A	
Total UOS Delivered	12		
Total UDC Served			N/A

6. Methodology:

The Chief Executive Officer will oversee the overall project. The implementation team will also consist of the Chief Operations Officer, Chief of Programs, Chief Financial Officer and Chief Information Officer, who will restructure their departments to merge the three programs with the input of a variety of consultants providing professional services in specific areas of expertise.

Professional Services will be engaged for:

- Health Care Rates and Fees, as overseen by the Chief Financial Officer and Chief Executive Officer; Consultant Fees for a healthcare consultant to work with PRC to ensure Medi-Cal certification for the merged agency, and increase Baker Places' Medi-Cal

- billing rates while reducing associated costs, ultimately bringing program revenue and expenses in line to operate in the black.
- Management Training, as overseen by the Chief Operations Officer: Senior Management training for PRC's new suite of Executive Leadership Team, management and program staff to operate under an innovative health analysis and business strategy that will: (1) reduce siloed and fragmented health and social services, (2) streamline service eligibility criteria and processes, and (3) minimize clients lost in the referral process by offering an intra-agency case management and service delivery system to better serve the clients
 - IT Systems Integration, as overseen by the Chief Information Officer and Chief of Programs: address infrastructure needs, including program databases, appropriate firewalls, IT protocols, upgrades and integration, including costs for hardware, software and network systems infrastructure to integrate and maintain IT systems for the three agencies, streamline revenue billing and reporting systems, and reassure all client information is safe and secure within the guidelines of HIPPA.
 - Board Development, as overseen by the Chief Executive Officer and the Chief Operating Officer: Consultant Fees to implement a board development initiative; consistent with our 2015-17 strategic plan, which will increase board engagement in the areas of fund development, board recruitment and participation to create a board that is commensurate with the size and scope of the new organization and that ultimately reflects the diversity of our client base.
 - Campaign Consultant, as overseen by the Chief Executive Officer and Chief Operating Officer: Consultant Fees to create and implement a Comprehensive Campaign to raise funds for merger expenses, capital and ongoing program costs to ensure the broad spectrum of services to clients under the merged agency are financially positioned successfully in perpetuity.
 - Agency Rebranding, as overseen by the Chief Executive Officer and Chief Operations Officer: Consultant fees to rebrand the merged agency into one cohesive brand and image that will reflect the consolidation of the non-residential treatment services (employment services, legal representation, emergency financial assistance, and health care enrollment), including logos, graphic design templates and style guides to retain existing clients and market service availability of the merged agency.
 - Website Redesign, as overseen by the Chief Executive Officer and the Chief Operations Officer: Consultant fees to consolidate and redesign the websites of the three agencies to provide one seamless user interface for clients and various other stakeholders to better inform the clients of the new services as a result of the merger, and help educate them about other client related changes.
 - Public Relations, as overseen by the Chief Executive Officer and Chief Operating Officer: Consultant fees for Public Relations firm to represent PRC to the media during and after the merger process including press releases, client communications, community partners, service providers and social media, among other press-related communications to inform existing and new clients of the merger and array of new services.

Supports for the period of transition before, during and after each part of the two mergers will focus on the exploration of cost efficiencies and the optimization of client centered decisions related to merging of services through the following long-term objectives, which exceed this contract period:

- Reduction of administrative/occupancy expenses: Data will be collected through the financial management software system with a goal of reducing expenses by a minimum of 20% across three organizations for the fully merged organization over a period of three years
- Reduction of intake eligibility burden on clients: Data will be collected from eligibility staff with the goal of reducing intake time, streamlined eligibility and recertification process for a client accessing services at all three agencies by 15% per year
- Reduction in client attrition: Data will be collected through the client data software system with a goal of reducing attrition by 10%, 12 months after merger completion

Within year one after the merger PRC will:

- Establish an experienced and qualified board of directors
- Implement a revised management structure
- Design and launch a comprehensive fundraising campaign
- Design and launch a communications and community relations campaign
- Transfer public contracts to the merged organization
- Fully integrate organizations and staff

7. Objectives and Measurements:

A. Objective:

- 1) Nine (9) Baker Places' sites will be recertified by the State of California by the end of the contract year, in order to ensure no disruption in PRC's ability to invoice for services in FY 17-18.

Measurement and Evaluation

PRC's CEO will work with BP's ED/Clinical Advisor to track the progress of the certification process and guarantee a seamless transfer of Medi-Cal certification from Baker to PRC.

- 2) PRC will file Dissolution and Disposition of Assets of AEF with the state Attorney General's office to ensure no disruption of client services.

Measurement and Evaluation

PRC's CEO will track the progress of the filing and guarantee a seamless transfer of services from AEF to PRC.

- 3) Three diverse members will be added to the Board of Directors by the end of the contract year, in order to establish an experienced and qualified board that represents the ethnic and gender diversity of our client base and community.

Measurement and Evaluation

Board demographics will be quantified at the end of the contract year and reported to DPH to ensure progress towards diversity goals.

- 4) Two (2) client and staff focus groups will be held to capture the needs and interests of the affected populations.

Measurement and Evaluation

PRC's CEO, Chief of Programs and BP's Clinical Director will analyze the outcomes of the focus groups. The results will inform a strategy that will be incorporated into a new "Integrated Health Analysis" program model.

- 5) A year-end report analyzing progress towards each activity outlined in Methodology, above, will be submitted to DPH by July 31, 2017.

Measurement and Evaluation

The CEO and COO will keep a running four-week, project-based timeline, which will be used to produce a final report to be presented to the Board of Directors and DPH.

8. Continuous Quality Improvement:

The project implementation team will meet on a weekly basis to ensure that the project is on track and discuss project design, protocols or methodology changes needed to meet outcome objectives and the client service need. The Chief Executive Officer will submit a written report to the Board of Directors prior to Board meetings summarizing project results and progress towards outcome objectives and client satisfaction.

9. Required Language:

- a. Ryan White funds will be used only for services that are not reimbursed by any other source of funding.
- b. Client eligibility for Ryan White funded services is assessed upon intake and at minimum every six (6) months thereafter. The Merger Support Program will also have processes in place to document compliance, and to facilitate DPH monitoring of this requirement.
- c. If standards of care have been developed for the particular types of service being provided (one year or more ago), the following statement is required, "Provider agrees to abide by the standards of care for the services specified in this appendix as described in Making the Connection: Standards of Care for Client-Centered Services."
- d. All agencies receiving funding through HHS are required to collect and submit unduplicated client and services data through the DPH HIV Client and Services Database. This is applicable for all Ryan White eligible clients receiving services paid with any HHS source of funding. Each HHS funded agency participates in the planning and implementation of its respective agency into the Database. The agency complies with HHS policies and procedures for collecting and maintaining timely, complete and accurate UDC and UOS service information in the Database. New client registration data is entered within 48 hours or two working days after data is collected. Service data for the preceding month, including UOS is entered no later than the 15th working day of the following month. The deliverables are consistent with the information submitted to the appropriate DPH Budget and Finance section on the Monthly Statements of Deliverables and Invoice form. If these HHS standards for quality and timeliness of data entry are not followed payments may be delayed until the data has been entered and updated.
- e. Programs that receive vouchers from HHS are required to have a written protocol that describes how vouchers are secured, distributed, tracked, and managed. In addition a

description of these processes should be summarized in the Methodology section of the Program Narrative (Appendix A).

- f. In order to meet the requirements of "Vigorous Pursuit" providers should use the "Covered California Client Information and Acknowledgement and Documentation Form" provided by SFDPH Primary Care HIV Health services. This form details the information to be communicated to the client including the federal requirement to have health insurance, the potential tax penalty for not having health insurance coverage, and includes clients' signatures to document receipt of this information. Once completed and signed this form must be stored in the client charts and/or noted and uploaded into ARIES.

HIPAA Compliance

DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality. As Measured by: Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy and have been adopted, approved and implemented.

All staff that handles patient health information are trained (including new hires), and annually updated in the program's privacy/confidentiality policies and procedures. As Measured by: Documentation exists demonstrating that individuals were trained.

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 patient/client relevant language, verbal translation is provided. As Measured by: Evidence in patient/client chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are provided.)

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, and Russian are provided.)

Each disclosure of patient/client health information for purposes other than treatment, payment, or operations is documented. As Measured by: Documentation exists.

Authorization for disclosure of patient/client health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file."

Appendix B
Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

2. Program Budgets and Final Invoice

A. Program Budget is listed below and is attached hereto.

Appendix B-1 MH SSI Advocacy Benefits Counseling

- Appendix B-1a: HIV SSI Advocacy Counseling
- Appendix B-2: Equal Access to Healthcare
- Appendix B-3: ADAP Enrollment Program
- Appendix B-4: Organizational Support for Merger

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Eight Million Ninety Four Thousand Nine Hundred Thirty Two Dollars (\$8,094,932) for the period of October 1, 2013 through June 30, 2018.

CONTRACTOR understands that, of this maximum dollar obligation, \$0.00 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

13-14 Prev Encumb	\$1,362,342
14-15 Prev Encumb	\$1,946,310
15-16 Prev Encumb	\$2,021,045
16-17 THIS Encumb	\$2,765,235
17-18 To Be Encumb	<u>\$ 0.00</u>
total	\$8,094,932

Contingency	<u>\$0.00</u>
Grand Total	\$8,094,932

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no

event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in 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. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

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

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

DHCS Legal Entity Number (MH)	01695					Page #	4
DHCS Legal Entity Name (MH)/Contractor Name (SA)	Positive Resource Center (PRC)					Fiscal Year	2016-2017
Contract CMS #	7383					Document Date	07/01/16
Contract Appendix Number	B-1	B-1a	B-2	B-3	B-4		
Provider Number	38H1	38H1	38H1	38H1	38H1		
Program Name(s)	MH SSI Advocacy Benefits Counseling	HIV SSI Advocacy Benefits Counseling	Equal Access to Healthcare Program	ADAP Enrollment Program	Organizational Support for Merger		
Program Code(s)	38H101	N/A - HIV Hth Svcs	N/A - HIV Hth Svcs	N/A - HIV Hth Svcs	N/A		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/16 - 06/30/17	07/01/16 - 06/30/17	03/01/16 - 2/28/17	07/01/16 - 03/31/17	07/01/16 - 06/30/17		TOTAL
Salaries	\$ 555,778	\$ 266,379	\$ 326,611	\$ 87,799	\$ 155,547		\$ 1,392,114
Employee Benefits	\$ 133,244	\$ 63,862	\$ 76,017	\$ 24,618	\$ 31,054		\$ 328,795
Subtotal Salaries & Employee Benefits	\$ 689,022	\$ 330,241	\$ 402,628	\$ 112,417	\$ 186,601		\$ 1,720,909
Operating Expenses	\$ 179,366	\$ 85,969	\$ 126,632	\$ 43,473	\$ 326,792		\$ 762,232
Subtotal Direct Expenses	\$ 868,388	\$ 416,210	\$ 529,260	\$ 155,890	\$ 513,393		\$ 2,483,141
Indirect Expenses	\$ 104,208	\$ 49,942	\$ 47,630	\$ 18,707	\$ 61,607		\$ 282,094
Indirect %	12.0%	12.0%	9.0%	12.0%	12.0%		11.4%
TOTAL FUNDING USES	\$ 972,596	\$ 466,152	\$ 576,890	\$ 174,597	\$ 575,000		\$ 2,765,235
					Employee Fringe Benefit Rate		23.8%
MH WORK ORDER - Human Services Agency	\$ 948,874						\$ 948,874
MH COUNTY Adult WO CODB	\$ 23,722						\$ 23,722
MH COUNTY Adult - General Fund					\$ 225,000		\$ 225,000
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 972,596	\$ -	\$ -	\$ -	\$ 225,000		\$ 1,197,596
HHS COUNTY GF -		\$ 11,370					\$ 11,370
HHS COUNTY GF		\$ 454,782					\$ 454,782
HHS FED CARE Part A - PD13, CFDA #93.914			\$ 576,890				\$ 576,890
HHS STATE SAM - HCAO16, CFDA #93.917				\$ 174,597			\$ 174,597
Work Order ECN (BOS add-back)					\$ 350,000		
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ 466,152	\$ 576,890	\$ 174,597	\$ 350,000		\$ 1,567,639
TOTAL DPH FUNDING SOURCES	\$ 972,596	\$ 466,152	\$ 576,890	\$ 174,597	\$ 575,000		\$ 2,765,235
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 972,596	\$ 466,152	\$ 576,890	\$ 174,597	\$ 575,000		\$ 2,765,235
Prepared By	Sergio Perez				Phone Number	(415) 972-0823	

Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: Positive Resource Center (PRC) Pg 7
 Contract CMS #:: 7383 Fiscal Year: 2016-2017
 Document Date 7/1/16

1. SALARIES & BENEFITS

Position Title	FTE	Amount
Executive Director	0.03	\$ 4,081
Information Technology Manager	0.04	\$ 2,300
Director of Finance	0.05	\$ 3,347
Operations & Human Resources Manager	0.05	\$ 3,347

Subtotal: 0.17 \$ 13,075
 Employee Fringe Benefits: 25.0% \$ 3,268
Total Salaries and Benefits: \$ 16,343

2. OPERATING COSTS

Expense line item:	Amount
Rental of Property	\$ 2,073
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 34
Office Supplies, Postage	\$ 51
Printing and Reproduction	\$ 31
Insurance	\$ 83
Rental of Equipment	\$ 92
Total Operating Costs	\$ 2,364

Total Indirect Costs (Salaries & Benefits + Operating Costs)	\$ 18,707
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Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: Positive Resource Center (PRC)

Contract CMS #: 7383

Pg 8

Fiscal Year: 2016-17

Document Date 8/31/16

1. SALARIES & BENEFITS

Position Title	App B-4		App B-4a		Totals
	FTE	Amount	FTE	Amount	Amount
Executive Assistant	0.04	\$ 7,758	0.02	\$ 4,987	\$ 12,745
Finance Clerk	0.05	\$ 5,546	0.03	\$ 3,567	\$ 9,113
Information Technology Assistant	0.05	\$ 6,269	0.03	\$ 4,032	\$ 10,301
Operations & Human Resources Manager	0.12	\$ 10,425	0.08	\$ 6,702	\$ 17,127
Subtotal:	0.25	\$ 29,998	0.16	\$ 19,288	\$ 49,286
Employee Fringe Benefits:	25%	\$ 7,500	25%	\$ 4,821	\$ 12,321
Total Salaries and Benefits:		\$ 37,498		\$ 24,109	\$ 61,607

2. OPERATING COSTS

Expense line item:	Amount	Amount	Totals
Rental of Property			
Utilities(Elec, Water, Gas, Phone, Scavenger)			
Office Supplies, Postage			
Printing and Reproduction			
Insurance			
Rental of Equipment			
Total Operating Costs	\$ -	\$ -	\$ -
Total Indirect Costs (Sals & Bens + Operating Costs)	\$ 37,498	\$ 24,109	\$ 61,607

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) 01695		B-1 and 1a	
Provider Name Positive Resource Center		1	
Provider Number 38H1		2016-2017	
		Document Date 07/01/16	
Program Name	MH SSI Advocacy Benefits Counseling	HIV SSI Advocacy Benefits Counseling	
Program Code	38H101	N/A	
Mode/SFC (MH) or Modality (SA)	6078	N/A	
Service Description	SS-Other Non-Medi-Cal Client Support Exp	N/A	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/16 - 06/30/17	07/01/16 - 06/30/17	TOTAL
Salaries & Employee Benefits	689,022	330,241	1,019,263
Operating Expenses	179,366	86,969	265,335
Capital Expenses	-	-	-
Subtotal Direct Expenses	868,388	416,210	1,284,598
Indirect Expenses	104,208	49,942	154,150
TOTAL FUNDING USES	972,596	466,152	1,438,748
MH WO HSA HAP PRC			
	HMHMHAPRCWO	948,874	948,874
MH COUNTY Adult WO CODE			
	HMHMCC730515	23,722	23,722
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		972,596	972,596
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES			
		-	-
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES		466,152	466,152
TOTAL DPH FUNDING SOURCES		972,596	1,438,748
TOTAL NON-DPH FUNDING SOURCES			
		-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		972,596	1,438,748
Number of Beds Purchased (if applicable)			
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)			
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	7,317	3,507	
Unit Type	Hours	Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 132.92	\$ 132.92	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 132.92	\$ 132.92	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	475	400	875

Appendix B - DPH 4: Operating Expenses Detail

Program Name: MH SSI Advocacy Benefits Counseling & HIV SSI Advocacy Benefits Counseling
 Program Code: 38H101

Appendix #: B-1 and 1a
 Page #: 3
 Fiscal Year: 2016-2017
 Document Date: 07/01/16

Expense Categories & Line Items	TOTAL	B1		B1a				
		MH Work Order HMHMHAAPRCWO	HIV Work Order HSA HCRVHSCSWO					
7/01/16 - 06/30/17								
Rent	\$ 209,262	\$ 141,461	\$ 67,801					
Utilities (telephone, electricity, water, gas)	\$ 3,488	\$ 2,358	\$ 1,130					
Building Repair/Maintenance	\$ -	\$ -	\$ -					
Occupancy Total:	\$ 212,750	\$ 143,819	\$ 68,931					
Supplies	\$ 9,323	\$ 6,302	\$ 3,021					
Photocopying	\$ 7,084	\$ 4,789	\$ 2,295					
Program Supplies	\$ -	\$ -	\$ -					
Computer Hardware/Software	\$ -	\$ -	\$ -					
Materials & Supplies Total:	\$ 16,407	\$ 11,091	\$ 5,316					
Training/Staff Development	\$ 8,500	\$ 5,748	\$ 2,754					
Insurance	\$ 13,169	\$ 8,902	\$ 4,267					
Professional License	\$ 3,500	\$ 2,366	\$ 1,134					
Permits	\$ -	\$ -	\$ -					
Equipment Lease & Maintenance	\$ 9,509	\$ 6,428	\$ 3,081					
General Operating Total:	\$ 34,678	\$ 23,442	\$ 11,236					
Local Travel	\$ -	\$ -	\$ -					
Out-of-Town Travel	\$ -	\$ -	\$ -					
Field Expenses	\$ -	\$ -	\$ -					
Staff Travel Total:	\$ -	\$ -	\$ -					
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Start Date, Hourly Rate and End Date) Add more Consultant/Subcontractor lines as necessary)	\$ -	\$ -	\$ -					
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -					
Interpreter	\$ 1,500	\$ 1,014	\$ 486					
	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -					
Other Total:	\$ 1,500	\$ 1,014	\$ 486					
TOTAL OPERATING EXPENSE	\$ 265,335	\$ 179,366	\$ 85,969					

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

DHCS Legal Entity Name (MHY) Contractor Name (SA) 01696		Appendix #		B-2 and 2a	
Provider Name Positive Resource Center		Page #		1	
Provider Number 38H1		Fiscal Year		2016-2017	
		Document Date		07/01/16	
Program Name	Equal Access to Healthcare Program	Benefits Counseling Training Program			
Program Code	N/A - HHS	N/A - HHS			
Mode/SFC (MH) or Modality (SA)					
Service Description					
Funding Term (mm/dd/yy - mm/dd/yy)	03/01/16 - 2/28/17	03/01/16 - 2/28/17			TOTAL
Salaries & Employee Benefits	356,707	45,921			402,628
Operating Expenses	103,743	22,889			126,632
Capital Expenses	-	-			-
Subtotal Direct Expenses	460,450	68,810			529,260
Indirect Expenses	41,440	6,190			47,630
TOTAL FUNDING USES	501,890	75,000			576,890
This row left blank for funding sources not in drop-down list					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					
This row left blank for funding sources not in drop-down list					
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
HHS FED CARE Part A - PD13, CFDA #83.914	HC HIV HSWCS GR	501,890	75,000	-	576,890
This row left blank for funding sources not in drop-down list					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES					
This row left blank for funding sources not in drop-down list					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)			
DPH Units of Service	3,855	468			
Unit Type	Hours	Hours		0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 130	\$ 160	\$ -		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 130	\$ 160	\$ -		
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)	525	N/A			Total UDC 525

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Equal Access to Healthcare Program
 Program Code: N/A - HIV Hlth Svcs

Appendix #: B-2 and 2a
 Page #: 3
 Fiscal Year: 2016-2017
 Document Date: 07/01/16

Expense Categories & Line Items	TOTAL	B2		B2a					
7/01/16 - 06/30/17									
Rent	\$ 74,327	\$ 67,691	\$ 6,636						
Utilities (telephone, electricity, water, gas)	\$ 1,239	\$ 1,128	\$ 111						
Building Repair/Maintenance	\$ -	\$ -	\$ -						
Occupancy Total:	\$ 75,566	\$ 68,819	\$ 6,747						
Office Supplies	\$ 12,191	\$ 1,722	\$ 10,469						
Photocopying	\$ 1,096	\$ 998	\$ 98						
Program Supplies	\$ -	\$ -	\$ -						
Computer Hardware/Software	\$ -	\$ -	\$ -						
Materials & Supplies Total:	\$ 13,287	\$ 2,720	\$ 10,567						
Training/Staff Development	\$ 1,500	\$ 1,500	\$ -						
Insurance	\$ 11,331	\$ 11,058	\$ 273						
Professional License	\$ -	\$ -	\$ -						
Permits	\$ -	\$ -	\$ -						
Equipment Lease & Maintenance	\$ 3,378	\$ 3,076	\$ 302						
General Operating Total:	\$ 16,209	\$ 15,634	\$ 575						
Local Travel	\$ -								
Out-of-Town Travel	\$ -								
Field Expenses	\$ -								
Staff Travel Total:	\$ -	\$ -	\$ -						
AIDS Legal Referral Panel - Contracted training partner to perform research, design curriculum and present trainings in designated areas of expertise.	\$ -								
20 hours research @ \$75/hour	\$ 1,500		\$ 1,500.00						
7 (2-4 hours in duration) presentations @ \$500 each	\$ 3,500		\$ 3,500.00						
Consultant/Subcontractor Total:	\$ 5,000	\$ -	\$ 5,000.00						
Marketing	\$ 16,570	\$ 16,570	\$ -						
	\$ -								
	\$ -								
Other Total:	\$ 16,570	\$ 16,570	\$ -						
TOTAL OPERATING EXPENSE	\$ 126,632	\$ 103,743	\$ 22,889						

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

Entity Name (MH)/Contractor Name (SA) <u>01695</u>	Appendix # <u>B-3</u>
Provider Name <u>Positive Resource Center</u>	Page # <u>1</u>
Provider Number <u>38H1</u>	Fiscal Year <u>2016-2017</u>
	Document Date <u>07/01/16</u>

Program Name	ADAP Enrollment Program				
Not Applicable- Program Code	N/A - HHS				
Mode/SFC (MH) or Modality (SA)	N/A - HHS				
Service Description	ADAP Enrollments				
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/16 - 3/31/17				TOTAL
Salaries & Employee Benefits	\$ 112,417				\$ 112,417
Operating Expenses	\$ 43,473				\$ 43,473
Capital Expenses	\$ -				\$ -
Subtotal Direct Expenses	\$ 155,890				\$ 155,890
Indirect Expenses	\$ 18,707				\$ 18,707
TOTAL FUNDING USES	\$ 174,597				\$ 174,597
Accounting Code (Index Code or Detail)					
HHS STATE SAM - HCAO16, CFDA #93	HCHIVHSVCSGR	\$ 174,597			\$ 174,597
					\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ 174,597				\$ 174,597
TOTAL DPH FUNDING SOURCES	\$ 174,597				\$ 174,597
TOTAL NON-DPH FUNDING SOURCES	\$ -				\$ -
FUNDING SOURCES (DPH AND NON-DPH)	\$ 174,597				\$ 174,597
Payment Method	Fee-For-Service (FFS)				
DPH Units of Service	9				
Unit Type	Months				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$19,400				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$19,400				
Published Rate (Medi-Cal Providers Only)	N/A				Total UDC
Unduplicated Clients (UDC)	N/A				N/A

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: ADAP Enrollment Program

Program Code: 38H1

Appendix #: B-3

Page # 2

Fiscal Year: 2016-2017

Document Date 07/01/16

B3

	TOTAL		ADAP Enrollment Program (HCHIVHSVCSGR)		
07/01/16 - 03/31/17					
Position Title	FTE	Salaries	FTE	Salaries	
Managing Legal Director	0.17	\$ 13,750	0.17	\$ 13,750	
Supervising Attorneys	0.28	\$ 17,174	0.28	\$ 17,174	
Staff Attorney	1.00	\$ 51,188	1.00	\$ 51,188	
Bilingual Benefits Advocate	0.02	\$ 173	0.02	\$ 173	
Legal Assistant	0.03	\$ 1,158	0.03	\$ 1,158	
Front Office Coordinator	0.11	\$ 4,356	0.11	\$ 4,356	
Totals:	1.61	\$ 87,799	1.61	\$ 87,799	
Employee Fringe Benefits:	28%	\$ 24,618	28%	\$ 24,618	
TOTAL SALARIES & BENEFITS		\$ 112,417		\$ 112,417	

Revised 7/1/2015

Appendix B - DPH 4: Operating Expenses Detail

Program Name: ADAP Enrollment Program
 Program Code: 38H1

Appendix #: B-3
 Page #: 3
 Fiscal Year: 2016-2017
 Document Date: 07/01/16

B3

Expense Categories & Line Items	TOTAL	ADAP Enrollment Program (HCHIVHSVCSGR)		
7/01/16 - 03/31/17				
Rent	\$ 19,393	\$ 19,393		
Utilities(telephone, electricity, water, gas)	\$ 318	\$ 318		
Building Repair/Maintenance	\$ -	\$ -		
Occupancy Total:	\$ 19,711	\$ 19,711		
Office Supplies	\$ 480	\$ 480		
Photocopying	\$ 291	\$ 291		
Program Supplies	\$ -	\$ -		
Computer Hardware/Software	\$ -	\$ -		
Materials & Supplies Total:	\$ 771	\$ 771		
Training/Staff Development	\$ -	\$ -		
Insurance	\$ 775	\$ 775		
Professional License	\$ -	\$ -		
Permits	\$ -	\$ -		
Equipment Lease & Maintenance	\$ 857	\$ 857		
General Operating Total:	\$ 1,632	\$ 1,632		
Staff Travel Total:	\$ -	\$ -		
Consultant/Subcontractor Total:	\$ -	\$ -		
Marketing	\$ 21,359	\$ 21,359		
	\$ -			
Other Total:	\$ 21,359	\$ 21,359		
TOTAL OPERATING EXPENSE	\$ 43,473	\$ 43,473		

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) <u>01695</u>		Appendix #	<u>B-4 and 4a</u>
Provider Name <u>Positive Resource Center</u>		Page #	<u>1</u>
Provider Number <u>38H1</u>		Fiscal Year	<u>2016-2017</u>
		Document Date	<u>07/01/16</u>
Program Name	Organizational Support for Merger		
Not Applicable - Program Code	N/A	N/A	
NOT Applicable - Mode/SFC (MH) or Modality (SA)	N/A	N/A	
NOT Applicable - Service Description	N/A	N/A	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/16 - 06/30/17	07/01/16 - 06/30/17	TOTAL
Salaries & Employee Benefits	113,584	73,017	186,601
Operating Expenses	198,918	127,874	326,792
Capital Expenses	-	-	-
Subtotal Direct Expenses	312,502	200,891	513,393
Indirect Expenses	37,498	24,109	61,607
TOTAL FUNDING USES	350,000	225,000	575,000
	Accounting Code - Index Code		
MH COUNTY Adult - General Fund	HMHMCC730515	225,000	225,000
TOTAL BHS MENTAL HEALTH FUNDING SOURCES:		225,000	225,000
	Accounting Code - Index Code		
Work Order ECN (BOS add-back)	HCHIVHSPMSWO	350,000	350,000
TOTAL OTHER DPH FUNDING SOURCES		350,000	350,000
TOTAL DPH FUNDING SOURCES		350,000	575,000
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		350,000	575,000
Payment Method	Fee-For-Service (FFS)		
DPH Units of Service	12	12	
Unit Type	Merger Support Months	Merger Support Months	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$29,167	\$18,750	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$29,167	\$18,750	
Published Rate (Medi-Cal Providers Only)	N/A	N/A	Total UDC
Unduplicated Clients (UDC)	N/A	N/A	N/A

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Organizational Support for Merger

Program Code: N/A

Appendix #: B-4 and 4a

Page #: 3

Fiscal Year: 2016-2017

Document Date: 07/01/16

Expense Categories & Line Items	TOTAL	B4	B4a		
		Organizational Support for Merger (HCHIVHSPMSWO)	Organizational Support for Merger (HMHMCC730515)		
		07/01/16-06/30/17	07/01/16-06/30/17		
Computer Hardware/Software	\$ 38,000	\$ 23,131	\$ 14,869		
Materials & Supplies Total:	\$ 38,000	\$ 23,131	\$ 14,869		
Training/Staff Development	\$ 27,292	\$ 16,613	\$ 10,679		
General Operating Total:	\$ 27,292	\$ 16,613	\$ 10,679		
WHM Creative Consultant to assist with rebranding 3 agencies to create one cohesive brand/image \$250/hr x 10hrs x 20 wks	\$ 50,000	\$ 30,435	\$ 19,565		
WHM Creative Consultant to consolidate and redesign the websites of 3 agencies \$156.25/hr x 10hrs x 16 wks.	\$ 25,000	\$ 15,218	\$ 9,782		
Landis Communications, Inc. Consultant for Public Relations firm to represent PRC to the media during and after merger process \$8,000/mo x 8 mos	\$ 64,000	\$ 38,955	\$ 25,045		
HSF Consultants for healthcare consultant to work on increasing Baker Place's Medi-Cal billing rates \$100/hr x 20hrs x 25 wks	\$ 50,000	\$ 30,435	\$ 19,565		
Brakeley Briscoe, Inc. Consultant to create and implement Comp Campaign \$5,000/mo x 10 mos	\$ 50,000	\$ 30,435	\$ 19,565		
Neela Gentile (Consultant fee to implement a board development initiative) \$150/hr x 10hrs x 15 wks	\$ 22,500	\$ 13,696	\$ 8,804		
Consultant/Subcontractor Total:	\$ 261,500	\$ 159,174	\$ 102,326		
TOTAL OPERATING EXPENSE	\$ 326,792	\$ 198,918	\$ 127,874		

**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 (“Contract”) by and between the City and County of San Francisco, the Covered Entity (“CE”), and Positive Resource Center (“Contractor”), the Business Associate (“BA”), dated July 1, 2016 (CMS #7383). To the extent that the terms of the Contract are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

RECITALS

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

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

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

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

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

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

1. Definitions.



Appendix

San Francisco Department of Public Health
Business Associate Agreement

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

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



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San Francisco Department of Public Health

Business Associate Agreement

care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

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

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

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

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

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

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

2. Obligations of Business Associate.

a. Attestations. The BA will be required to complete and return to CE (and retain in BA's records for a period of seven years) the following forms, incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1), Data Security (Attachment



Appendix

San Francisco Department of Public Health Business Associate Agreement

2) and Compliance (Attachment 3) within ninety (90) calendar days from the execution of the Contract. If CE makes changes to any of these forms during the term of the Contract that CE believes are substantial, the BA will be required to complete and return CE's updated forms to CE within ninety (90) calendar days from the date that CE provides BA with written notice of such changes.

b. User Agreements. The BA shall maintain proof that it has required all of its employees or agents that will access SFDPH PHI have signed and completed the following forms prior to accessing SFDPH PHI for the first time and annually thereafter during the term of the Contract (and retain in BA's records for a period of seven years): the SFDPH User Agreement for Confidentiality, Data Security and Electronic Signature (Attachment 4) and the SFDPH Code of Conduct (Attachment 5), incorporated by reference as though fully set forth herein.

c. Permitted Uses. BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [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)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [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



Appendix E

San Francisco Department of Public Health

Business Associate Agreement

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

e. Prohibited Uses and Disclosures. BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

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

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited



Appendix A

San Francisco Department of Public Health Business Associate Agreement

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

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

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

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



Appendix E

San Francisco Department of Public Health

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provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

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

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

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

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



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San Francisco Department of Public Health
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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)(ii)].

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.

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



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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.

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

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

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

Attachment 4 – SFDPH User Agreement for Confidentiality, Data Security and Electronic
Signature, version 4/23/15

Attachment 5 – SFDPH Code of Conduct, version 6/17/15

Office of Compliance and Privacy Affairs

San Francisco Department of Public Health

101 Grove Street, Room 330, San Francisco, CA 94102

Email: compliance.privacy@sfdph.org

Hotline (Toll-Free): 1-855-729-6040

Organization Name:	Positive Resource Center	Contractor City Vendor ID	01497
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SFDPH PRIVACY ATTESTATION

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

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

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Organization Name:	Positive Resource Center	Contractor City Vendor ID	01497
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SFPDH DATA SECURITY ATTESTATION

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Organization Name:	Positive Resource Center	Contractor City Vendor ID	01497
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SFDPH COMPLIANCE ATTESTATION

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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City and County of San Francisco Department of Public Health

User Agreement for Confidentiality, Data Security and Electronic Signature

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

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

1. **Violations:** Non-adherence to this Agreement may result in disciplinary action up to and including termination of employment or contractual relationship with SFDPH. Violation of state and federal laws regarding patient privacy may subject me to substantial monetary penalties and/or make me the subject of a civil or criminal action pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the California Medical Information Act, the LPS Act, the Welfare and Institutions Code Section 14100.2, and other federal and state privacy laws.
2. **Policies:** I have access to and I agree to abide by SFDPH Privacy and Data Security Policies found at <http://www.sfdph.org/DPH/privacy>
3. **Patient Protections:** I understand that patient information is protected in every form, such as written records and correspondence, oral communications and computer programs, applications and data. I will only access, discuss, or divulge confidential SFDPH information as required for the performance of my job duties. I agree not to use, copy, make notes regarding, remove, release or disclose patient information unless it is permitted by SFDPH policy and local, state, and/or Federal Law.
4. **Releasing Information:** I agree to take all reasonable precautions to assure that SFDPH information or information entrusted to SFDPH by third parties (such as patients) will not be disclosed to unauthorized persons. I understand I am not authorized to use this information for my own purposes, nor am I at liberty to provide this information to third parties without the express written consent of the SFDPH Program Director. I agree not to publish or otherwise make public any information regarding persons receiving services without prior authorization or as required by law. Providers may need to use all of an individual's health information in the provision of patient care.
5. **Accessing Systems:** I agree not to access or attempt to access any system, nor allow access by another person or group, without specific authorization from a local Information System Director. I agree not to demonstrate the operation of systems to anyone without express authorization of a local Information System Director. SFDPH information systems maintain internal logs of applications and data accessed, indicating who viewed, added, edited, printed or deleted information. I may be asked to justify my use of specific information contained in or managed by SFDPH information systems.
6. **Information Assets:** In order to ensure the integrity and security of SFDPH systems, I agree not to disclose any portion of the organization's information assets to any unauthorized person. This includes, but is not limited to, the design, programming techniques, flow charts, source code, screens, documentation or intellectual capital created, licensed or owned by SFDPH. I agree to forward any request for such information to my supervisor and/or the SFDPH Public Information Officer.
7. **Devices:** I will not download or maintain patient information on my privately-owned portable devices. If using a SFDPH- or UCSF-provided and password-protected device, I will delete patient information (and empty it from my device's recycle bin) promptly when it is no longer needed to fulfill my job responsibilities. I understand that the risk of privacy being breached increases with the mobility of that data and I recognize extra precautions must be used when using handheld computers and/or smart phones to store or transmit sensitive information.

~ SFDPH Privacy Toll-free Hotline 1-855-729-6040 ~ SFDPH Compliance Hotline 415-642-5790 ~

~ SFDPH Data Security Office, 415-759-3577 ~

SFDPH Office of Compliance and Privacy Affairs – version 4/23/15 – Page 1 of 2



City and County of San Francisco Department of Public Health

User Agreement for Confidentiality, Data Security and Electronic Signature

- 8. **User IDs and Passwords:** Individuals requiring access to SFDPH information systems will be given a user ID and password. It is my responsibility to maintain the confidentiality of patient and other information to which I have access. I agree to keep my user IDs and passwords secret and secure by taking reasonable security measures to prevent them from being lost or inappropriately acquired, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of them, or of any media on which information about them are stored. If I suspect that my user ID or password has been stolen or inappropriately acquired, lost, used by an unauthorized party, or otherwise compromised, I will immediately notify the appropriate Information Systems Help Desk and request that my electronic signature be revoked. I agree to choose a difficult-to-guess password, not to share this password with any other person and not to write this password down as described in SFDPH Data Security Policies.
- 9. **Property Rights.** The hardware, software, data and outputs of SFDPH information system are the property of the SFDPH and must be appropriately licensed for installation on a SFDPH computer. I will obtain prior authorization from a SFDPH information systems administrator before installing personal software on a SFDPH computer. SFDPH has the right to review and remove personal or unlicensed software and data on any SFDPH computer or information system.
- 10. **Electronic Signatures:** When my signature or co-signature is required for "a financial, program or medical record" under California or Federal law, California or Federal regulation, or organizational policy or procedure, my user ID and password together shall constitute an electronic signature. For the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force, effect, and responsibility of a signature affixed by hand to a paper document. My electronic signature establishes me as the signer or co-signer of electronic documents. My electronic signature will be valid for the length of time specified in the SFDPH Password Security Policy (or the database administrator, whichever is shorter) from date of issuance, or earlier if it is revoked or terminated per the terms of the user agreement. Prior to the expiration date, I will receive a system alert when my password is due to expire and be given the opportunity to renew it. Setting a new password for my user-ID (electronic signature) renews the terms of this agreement.
- 11. **Upon Termination:** At the end of my employment or contract with SFDPH, I agree to return to SFDPH all information to which I have had access as a result of my position with SFDPH.
- 12. **Reporting:** I will report any suspected privacy or data security violations to the Privacy Hotline and any other types of misconduct to the Compliance Hotline.

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

USER NAME (PRINT)	USER DEPARTMENT
USER SIGNATURE	DATE SIGNED

NOTE: This form to be signed at time of hire, each time authorization to access a SFDPH data system is given, and annually thereafter. Signed forms are to be retained a minimum of 7 years post de-provisioning the individual's access to a SFDPH data system and/or termination of employment.



City and County of San Francisco
Edwin M. Lee, Mayor

San Francisco Department of Public Health Office of Compliance and Privacy Affairs

San Francisco Department of Public Health Compliance Program - Code of Conduct

DPH Compliance Program Mission and Goals

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

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

Business Ethics

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

Conflict of Interest

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

Reimbursement Claiming Practices and the False Claims Act

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

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

Actions which may be construed as violations of the FCA, include:

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

Privacy and Security

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

Compliance Hotline

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

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

The number for the DPH Compliance Hotline is (855) 729-6040 toll-free.

Acknowledgement of the Code of Conduct

My electronic signature and/or my hand-written signature on this Code acknowledges that I have read and understand the standards that are included in this Code.

I agree to comply fully with these standards.

I understand that violations of the principles embodied in this Code may result in disciplinary action, up to and including discharge.

Name: _____
Class # & Job Title: _____
Division: _____
Signature & Date: _____

**Appendix F
Invoice**

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M04 JL 16

Cl. Blanket No.: BPHM TBD

Cl. PO No.: POHM TBD User Cd

Fund Source: HHS State SAM - HCA016

Invoice Period : July 2016

Final Invoice: (Check if Yes)

ACE Control Number: _____

Contractor: Positive Resource Center

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

BHS

Contract Term: 07/01/2016 - 03/31/2017

PHP Division: Behavioral Health Services

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
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*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UDC	CLIENTS	UDC	CLIENTS			UDC	CLIENTS	UDC	CLIENTS	UDC	CLIENTS
B-3 ADAP Enrollment												
ADAP Enrollments	9				\$ 19,400.00	\$ -	0.000		0.00%		9.000	
TOTAL	9		0.000				0.000		0.00%		9.000	
	Budget Amount				\$ 174,597.00		Expenses To Date		% of Budget		Remaining Budget	
							\$ -		0.00%		\$ 174,597.00	

174,600.00

BUBTOTAL AMOUNT DUE	\$ -
Less: Initial Payment Recovery	
(For DPH Use) Other Adjustments	
NET REIMBURSEMENT	\$ -

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

Signature: _____

Date: _____

Title: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

INVOICE NUMBER: **M05 JL 16**

Contractor: **Positive Resource Center**

Cl. Blanket No.: **BPHM** **TBD**

Address: **785 Market St, 10th Floor, San Francisco, CA 94103**

BHS

User Cd _____

Tel No.: **(415) 777-0333**

Cl. PO No.: **POHM** **TBD**

Fund Source: **MH WO HSA HAP PRC**

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

Invoice Period: **July 2016**

Final Invoice: _____ (Check if Yes)

PHP Division: **Behavioral Health Services**

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for ADES Use Only.

DELIVERABLES Program Name/Replg. Unit Modality/Mode # - Svc Func (MH only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL	Remaining Deliverables	
	UDS	CLIENTS	UDS	CLIENTS			UDS	CLIENTS		UDS	CLIENTS
B-1 MH SSI Advocacy Benefits Counseling PC# - 38H101 - MHM HAP PRC WO											
60/ 78 Other Non Medi-Cal Client Support Svcs	7,317				\$ 132.92	\$ -	0.000		0.00%		7,317.000
TOTAL	7,317		0.000				0.000		0.00%		7,317.000

972,575.64

Budget Amount	Expenses To Date	% of Budget	Remaining Budget
\$ 972,596.00	\$ -	0.00%	\$ 972,596.00

SUBTOTAL AMOUNT DUE \$ - Less: Initial Payment Recovery _____ (For DPH Use) Other Adjustments _____ NET REIMBURSEMENT \$ -	NOTES: HSA Work Order - HMHM HAP PRC WO - \$946,874.00 GF - WO COOB - HMHMCC730515 - \$23,722.00
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I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____
 Title: _____

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

DPH Authorization for Payment

_____ Date _____
 Authorized Signatory

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

Contractor: Positive Resource Center

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

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

PHP Division: Behavioral Health Services

BHS

INVOICE NUMBER: M06_JL_16

Cl. Blanket No.: BPHM TBD

Cl. PO No.: POHM TBD

Fund Source: HHS WO HSA AIDS Health Services
 HHS County

Invoice Period: July 2016

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
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DELIVERABLES Program Name/Req'd Unit Modality/Mod # - Svc Func (MHO)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL	Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS		UOS	CLIENTS
B-1 & 1a SSI Advocacy Benefits Counseling - HCHIVHSVCS											
HIV Benefits Counseling	3,507				\$ 132.82	\$ -	0,000		0.00%		3,507,000
TOTAL	3,507		0,000				0,000		0.00%		-3,507,000

466,150.44

Budget Amount	\$ 466,152.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Budget	\$ 466,152.00
SUBTOTAL AMOUNT DUE		\$ -		NOTES:			
Less: Initial Payment Recovery		\$ -		AIDS-County HHS OF - HCHIVHSVCS WO - \$484,782.00			
(For BPHM) Other Adjustments		\$ -		HHS County OF - HCHPDHVSVOG - \$11,370.00			
NET REIMBURSEMENT		\$ -					

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

Signature: _____ Date: _____
 Title: _____

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

DPH Authorization for Payment

 Authorized Signatory Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

Contractor: Positive Resource Center
 Address: 785 Market St, 10th Floor, San Francisco, CA 94103
 Tel No.: (415) 777-0333

BHS

INVOICE NUMBER: MO7 JL 16
 Ct.Blanket No.: BPHM TBD
 Ct. PO No.: POHM TBD User Cd _____
 Fund Source: Work Order ECN (BOS add-back)
 Invoice Period: July 2016
 Final Invoice: _____ (Check if Yes)
 ACE Control Number: _____

Contract Term: 07/01/2016 - 06/30/2017
 PHP Division: Behavioral Health Services

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg, Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-4 and 4a - Organizational Support for Merger	12				\$ 29,167.00	\$ -	0.000		0.00%		12.000	
TOTAL	12		0.000				0.000		0.00%		12.000	
Budget Amount					\$ 350,000.00		Expenses To Date		% of Budget		Remaining Budget	
							\$ -		0.00%		\$ 350,000.00	

350,004.00

SUBTOTAL AMOUNT DUE \$ _____
 Less: Initial Payment Recovery _____
 (For DPH Use) Other Adjustments _____
NET REIMBURSEMENT \$ _____

NOTES:

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

Signature: _____ Date: _____
 Title: _____

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

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
PAGE A

Control Number

Contractor: Positive Resource Center

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

Funding Term: 03/01/2016 - 02/28/2017

PHP Division: Behavioral Health Services

INVOICE NUMBER: M11 MR 16

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM DPHM17000249

Fund Source: HHS RWPA - PD13 HC HIV HSVSCGR

Invoice Period: March 2016

Final Invoice: (Check If Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2, 2a Equal Access to Healthcare Program & Benefits Counseling Training Program - HCHIVHSVCSGR	3,855	525			0.00	0.00	0%	0%	3,855	525	100%	100%
	468				0.00	0.00	0%	#DIV/0!	468		100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 326,611.00	\$ -	\$ -	0.00%	\$ 326,611.00
Fringe Benefits	\$ 76,017.00	\$ -	\$ -	0.00%	\$ 76,017.00
Total Personnel Expenses	\$ 402,628.00	\$ -	\$ -	0.00%	\$ 402,628.00
Operating Expenses					
Occupancy	\$ 75,566.00	\$ -	\$ -	0.00%	\$ 75,566.00
Materials and Supplies	\$ 13,287.00	\$ -	\$ -	0.00%	\$ 13,287.00
General Operating	\$ 16,209.00	\$ -	\$ -	0.00%	\$ 16,209.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Other: Marketing	\$ 16,570.00	\$ -	\$ -	0.00%	\$ 16,570.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 126,632.00	\$ -	\$ -	0.00%	\$ 126,632.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 529,260.00	\$ -	\$ -	0.00%	\$ 529,260.00
Indirect Expenses	\$ 47,630.00	\$ -	\$ -	0.00%	\$ 47,630.00
TOTAL EXPENSES	\$ 576,890.00	\$ -	\$ -	0.00%	\$ 576,890.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2016

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RCU Insurance Services 446 W. Napa Street Sonoma CA 95476	CONTACT NAME: Viktoria Cordes PHONE (A/C, No, Ext): 707-576-5082 E-MAIL ADDRESS: vcordes@redwoodcu.org	FAX (A/C, No): 707-522-6851
	INSURER(S) AFFORDING COVERAGE	
INSURED Positive Resource Center 785 Market St., 10th Floor San Francisco CA 94103	INSURER A: Nonprofits' Ins. Alliance of Califo	
	INSURER B: Republic Indemnity Company of Ameri	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1030007040** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	201616972NPO	2/3/2016	2/3/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		201616972NPO	2/3/2016	2/3/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		201616972UMBPO	2/3/2016	2/3/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	25105101	6/1/2016	6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Business Property Directors & Officers Liability		CWB001274700 201616972DO	2/3/2016 2/3/2016	2/3/2017 2/3/2017	Limit: 475,000 Limit: 1,000,000 Deductible: 1,000

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

The City and County of San Francisco, its Officers, Agents & Employees are named as Additional Insured

CERTIFICATE HOLDER**CANCELLATION 30**

City and County of San Francisco-Community Behavioral Health Services
 Attn: Luciana Garcia, Contract Analyst
 1380 Howard Street, Rm. 442
 San Francisco CA 94103

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

Luciana Garcia

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POLICY NUMBER: 2016-16972-NPO
NAME OF INSURED: Positive Resource Center

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf, in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to SECTION III – LIMITS OF INSURANCE:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance
 - a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

POLICY NUMBER: 2016-16972-NFO
NAME OF INSURED: Positive Resource Center

COMMERCIAL AUTO
CA 99 34 10.13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following is added to the Who Is An Insured provision under Covered Autos Liability Coverage:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

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

Amendment Number One

THIS AMENDMENT (this "Amendment") is made as of 1st of July, 2014, in San Francisco, California, by and between **Positive Resource Center** ("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; renew Contract by adding Appendices for fiscal year 14-15; to extend the contract term; increase compensation and to update the standard contractual clauses; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract numbers 4152-09/10 on June 10, 2010 and 48070-13/14 on April 21, 2014.

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated October 1st, 2013 between Contractor and City, as amended by this amendment.

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

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

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

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

Subject to Section 1, the term of this Agreement shall be from October 1st, 2013 to June 30th, 2015.

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

- Option 1 July 1, 2015 through June 30, 2016
- Option 2 July 1, 2016 through June 30, 2017
- Option 3 July 1, 2017 through June 30, 2018
- Option 4 July 1, 2018 through June 30, 2019
- Option 5 July 1, 2019 through June 30, 2020
- Option 6 July 1, 2020 through June 30, 2021

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

Section 2 Term of the Agreement

Subject to Section 1, the term of this Agreement shall be extended from October 1st, 2013 to June 30th, 2018, exercising options 1, 2 and 3.

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

- Option 4 July 1, 2018 through June 30, 2019
- Option 5 July 1, 2019 through June 30, 2020
- Option 6 July 1, 2020 through June 30, 2021

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 Department of Public Health**, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Two Million Nine Hundred Twenty Four Thousand Six Hundred Fifty Dollars (\$2,924,650). 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.

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 Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Seven Million Seven Hundred Fourteen Thousand Four Hundred Sixty Seven Dollars (\$7,714,467). 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.

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

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.

2d. Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

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

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and

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

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

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

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

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

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

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

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

2e. Delete Appendix A and replace in its entirety with Appendix A. Dated 7/1/2014, to Agreement as amended.

2f. Delete Appendix A-1 and replace in its entirety with Appendices A-1, A-1a, A-2 and A-3, dated 7/1/2014, to Agreement as amended.

2g. Delete Appendix B, and replace in its entirety with Appendix B dated 7/1/2014, to Agreement as amended.

2h. Delete Appendix B-1, and replace in its entirety with Ba, B-1, B-2 and B-3, dated 7/1/14, to Agreement as amended.

2i. Delete Appendix E and replace in its entirety with Appendix E dated 7/1/14, to Agreement as amended.

2j. Delete Appendix F and replace in its entirety with Appendix F dated 7/1/14, to Agreement as amended.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1st, 2014.

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.

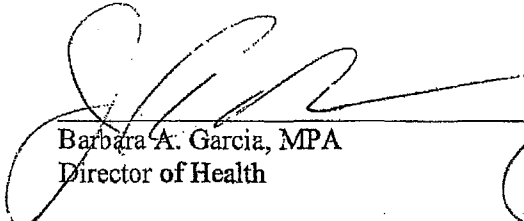
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

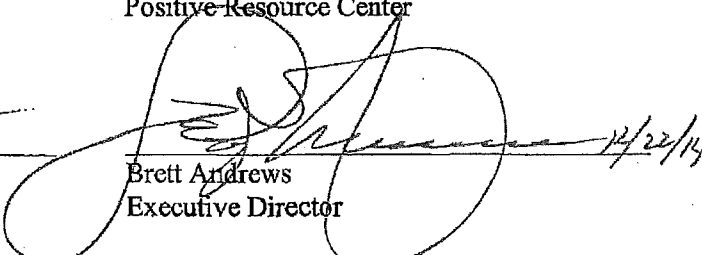
CITY

CONTRACTOR

Recommended by:

Positive Resource Center

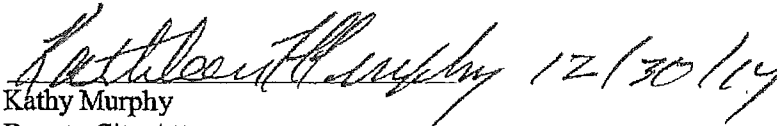

Barbara A. Garcia, MPA
Director of Health


Brett Andrews
Executive Director

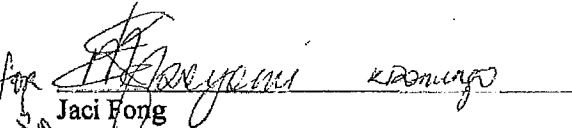
City vendor number: 01497

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  12/30/14
Kathy Murphy
Deputy City Attorney

Approved:


Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

RECEIVED
BUREAU OF ALABAMA DEPARTMENT
15 APR 21 PM 4:04

RECEIVED
BUREAU OF ALABAMA DEPARTMENT
15 APR 21 PM 2:08

Appendices:

- A: Services to be provided by Contractor, date 7/1/14**
- A-1,A-1a: Benefits Counseling Program, dated 7/1/14**
- A-2: Equal Access to Healthcare Program, dated 7/1/14**
- A-3: Benefits Counseling Training Program, dated 7/1/14**
- B: Calculation of Charges, dated 7/1/14**
- Ba: Summary, dated 7/1/14**
- B-1: Benefits Counseling Program, dated 7/1/14**
- B-2: Equal Access to Healthcare Program, dated 7/1/14**
- B-3: Benefits Counseling Training Program, dated 7/1/14**
- E: HIPAA Business Associate Agreement, dated 7/1/14**
- F: Invoice, dated 7/1/14**

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

I. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Joseph Cecere for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. N/A

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

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

P. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

Q. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

R. Compliance with Community Behavioral Health Services Policies and Procedures

In the provision of SERVICES under CBHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by CBHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

S. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request."

2. **Description of Services**

Detailed description of services are listed below and are attached hereto

Appendix A-1, A-1a: SSI Advocacy Services and Benefits Counseling/ HIV SSI Advocacy Counseling, dated 7/1/14

Appendix A-2: Equal Access to Healthcare Program, dated 7/1/14

Appendix A-3: Benefits Counseling Training Program, dated, 7/1/14

1. PROGRAM NAME / ADDRESS: SSI Advocacy Benefits Counseling Program/ HIV SSI Advocacy Counseling
 785 Market Street, 10th Floor
 San Francisco, California 94103-2017

Contact Name / Phone: Matthew Bandiera, Administrative Director, (mathewb@positiveresource.org)
 Phone: 415-972-0823 Fax: 415- 777-1770

2. NATURE OF DOCUMENT: Renewal

CBHS Program Name / Code: Other Non Medi-Cal Client Support Services / 38H101

3. GOAL STATEMENT

The primary goal of the Benefits Counseling Program of Positive Resource Center through this contract is to represent eligible clients who are uninsured, underinsured, or at risk of losing insurance to pursue or maintain SSI/SSDI/CAPI and corresponding Medi-Cal/Medicare, thus providing them with improved access to healthcare and the financial means to stabilize their living situation.

4. TARGET POPULATION

Through this contract the program will serve clients of pre-assigned County DPH Mental Health Centers and people living with HIV/AIDS in San Francisco. For clients of DPH mental health sites, emphasis will be on reaching those with open episodes in the mental health system. For people living with HIV/AIDS in San Francisco, priority will be given to those eligible for disability benefits that are unable to work. For both populations, targeted clients will include those that have no income, low or very low incomes as defined by federal poverty standards, people who have time-limited income, and people receiving County Assistance, CalWORKs or State Disability Insurance. Clients will be either uninsured, underinsured or at risk of losing public or private health insurance. These populations may include multiple diagnosed people, people who have been incarcerated, people with documented substance use, people who are homeless, single parents, people of color, immigrants, women, and the LGBT community.

5. MODALITIES/INTERVENTIONS

Client Populations	UOS	UDC
Clients of DPH Mental Health Sites	7,317	475
People Living with HIV/AIDS (PLWHA)	3,507	400
Total	10,824	875

6. METHODOLOGY

Outreach, Recruitment, Promotion, and Advertisement

Mental Health referrals are made directly to the Benefits Counseling Program by DPH mental health programs that are pre-approved by DPH and PRC. People living with HIV/AIDS are most often referred by DPH funded public health clinics and

hospitals, community-based organizations, county agencies and emergency service providers, as well as by individuals from San Francisco communities. The Managing Legal Director and Supervising Attorneys, in addition to benefits staff who have specific language proficiency, will provide training and technical assistance to staff of identified DPH County Mental Health sites and service providers who work with people living with HIV/AIDS on the mode of referral to the program and the disability process. PRC has a history of conducting outreach and trainings to physicians, public health staff, multi-disciplinary teams and other community-based organizations and clinics, and presents at state-wide and national conferences on effective SSI advocacy.

Admission, Enrollment and Intake

Clients of DPH Mental Health Sites: DPH staff may identify and refer appropriate clients within the target population. After receiving a designated referral/release form in Spanish, English or Chinese, a PRC benefits staff member may schedule the client with an intake appointment.

People Living with HIV/AIDS: New clients seeking public disability benefits are screened by the benefits staff for program eligibility, and if eligible, are scheduled for an intake appointment after being prioritized for the following issues:

- clients who have no income or will have no income within the next month;
- clients who are currently on County Adult Assistance Program (GA) and are uninsured / underinsured.

Clients of the Benefits Counseling Program will be asked to sign relevant paperwork that may include an Appointment of Representative form, a HIPAA compliant Release of Information form, a copy of PRC's grievance procedure and other documents necessary within the scope of legal representation.

A case is considered opened once the following criteria are met:

- A client has signed an Appointment of Representative form and steps are being taken toward submission of an application for SSI/SSDI/CAP benefits or work is being done on the case at the Reconsideration or ALJ level of appeal, or
- Representation is being provided to mitigate barriers that impede qualifying for SSI/SSDI benefits or to mitigate barriers that cause SSI/SSDI eligibility to be terminated. Those barriers include Continuing Disability Reviews.

If clients are screened as ineligible for SSI, but eligible for Social Security Disability Insurance or Cash Assistance Program for Immigrants, the Benefits Counseling Program will represent on these issues, as well as facilitate the Medi-Cal application process with clients who meet non-medical eligibility and who have not already filed.

To maximize Medi-Cal coverage for clients and gain up to 3 months coverage prior to the SSI application's protected filing date – or to secure the earliest possible Medi-Cal application dates for clients who are determined eligible for coverage under Medi-Cal Expansion or SSDI, but not SSI – Benefits Counseling Program staff will follow the Medi-Cal Expansion policies and procedures set forth by DPH after a client files an initial SSI application if the client does not already have a protective filing date for Medi-Cal.

Monthly, Benefits Counseling Program staff will submit a New Client Intake Spreadsheet to the State representative at the Medi-Cal Office housed within the SF Human Services Agency. This will occur after a claimant has had an intake appointment and has signed an Appointment of Representative Form. The State representative will inform Benefits Counseling Program staff if Medi-Cal Expansion forms are required for any client. Medi-Cal Expansion forms will be sent to the Medi-Cal Office on a monthly basis for all applicable clients that received an intake during that month.

Service Delivery Model

The principal site of service will be at 785 Market Street, 10th Floor in San Francisco. The program site is ADA compliant, centrally located and easily accessible from MUNI and BART. Office hours are maintained Monday through Friday, from 9:00 AM - 5:00 PM.

The Benefits Counseling Program will represent clients that

- are at the initial stage of filing for SSI/SSDI/CAPI benefits,
- are filing requests for reconsideration of a previous denial of benefits,
- are filing requests for hearings in front of an Administrative Law Judge,
- have filed a request for review with the Appeals Council, and/or
- have, or are facing benefits cessation at the initial level or above three levels of appeal due to Continuing Disability Reviews.

Exit Criteria and Process

A client's case is considered active as long as Benefits Counseling Program staff is working to gain or maintain benefits for the client. Once a client case is won and all benefits are in effect, Benefits Counseling Program staff advises clients on future issues that may affect benefits. After this final review, the client's file is closed and the client's record is marked as closed in the benefits status database.

A client's case will be closed when the SSI/SSDI/CAPI application is awarded, or client becomes ineligible as follows:

- Client notifies PRC that they have moved out of SF County and the claim is closed.
- Claim is denied and all levels of administrative appeal are exhausted.
- Client has not worked enough to qualify for Social Security Disability Insurance, but their assets disqualify them for Supplemental Security Income or CAPI.
- Client returns to work earning above substantial gainful activity for more than six consecutive months during the first year of alleged disability.

Benefits Counseling Program staff will notify DPH when a case is closed, in accordance with the Closure Sheet. SSA Notice of Award documents will be submitted minimally to DPH on a bi-weekly basis.

Program Staffing

The Benefits Counseling Program has a Managing Legal Director leading the project, with a team of Supervising Attorneys and Staff Attorneys representing clients. The Managing Legal Director and Supervising Attorneys hire, train, supervise and evaluate the work of the staff, conduct file reviews, research changes in disability benefits laws and regulations, help develop community linkages for the program, present at national conferences and continuing education symposiums, and prepare written materials for both clients and providers. They also act as benefits advocates and hearings representatives when needed. Other Benefits Counseling Program staff includes a Quality Assurance Manager and Legal Assistants. Administrative staff assigned to the contract includes Executive Director, Administrative Director, Front Office Coordinator, IT Manager and Finance Assistant.

The Benefits Counseling staff has developed particular expertise working with dual, triple and quadruple diagnosed clients. Staff has extensive expertise in obtaining benefits for disabled clients who also have substance use and/or mental health issues and practices client-centered and harm reduction SSI advocacy. PRC has made it a priority for the agency to remain culturally and linguistically competent in order to ensure that monolingual clients have full access to services. Eight of our Benefits Counseling staff are bicultural and bilingual and provide in-house legal services in Spanish, Cantonese, Vietnamese, and Tagalog.

7. OBJECTIVES AND MEASUREMENTS

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 14-15.

8. CONTINUOUS QUALITY IMPROVEMENT

The Benefits Counseling Program abides by the standards of care for services as described in Making the Connection: Standards of Care for Client-Centered Services. The Managing Legal Director trains all new staff at hire using the Benefits Counseling Policy and Procedures Manual which is available on the shared network for ongoing review. Any changes are discussed at Team Meetings. The Managing Legal Director and Supervising Attorneys ensure that staff follows policies and procedures during weekly Supervision Meetings to assure the provision of service delivery.

In order to document progress of client cases, files are created for new clients after an intake with an advocate is completed. File contents are organized into four sections to ensure uniformity: contact logs, administrative paperwork, correspondence, and medical records. The Managing Legal Director and/or Supervising Attorneys review client files as part of weekly supervision meetings when cases are discussed to ensure uniformity, proper organization of data, completion of required forms, progress toward achievement of the benefits plan and evidence of proper follow-up. Indicators for reviewing files include the completion of relevant administrative forms, including an initial or current registration on ARIES, a copy of the Grievance, ADA and Language Access Policies and Procedures, current and up-to-date contact logs, HIPAA compliant releases of information, DPH Notice of HIPAA Privacy Policy, a review of all eligible benefits, a plan to achieve benefits, a Representative form for Social Security, an attorney retainer agreement, relevant correspondence and medical records. During weekly Team Meetings and Case Conferences, advocates bring new intake files, give a brief case synopsis and pass the file around to the team. This further ensures that new client files are in order and appropriate action plans are created.

A Benefits Counseling Database is maintained which documents all clients enrolled and served, including relevant statistical information. When a benefits claim is initiated, information is entered into the Database in order to efficiently track the progress of the claim and create an additional level of quality assurance. The Database tracks filing dates, appeal deadlines, level of appeal, onset date of disability and relevant notes. All active claims/issues are marked as "Active" on the database. When cases are resolved, the award information is entered into the database, including the date of the award, amount obtained and retroactive amount. The Quality Assurance Manager is responsible for monitoring the Database, tracking claims, procuring and submitting documentation, reporting outcomes through spreadsheet development, ensuring that files are properly closed out and maintaining efficient and effective protocol to ensure compliance with contract objectives and legal duties.

Applicable DPH Privacy Policies are integrated into the program's adopted, approved and implemented policies and procedures. All required documentation for auditing is maintained and up-to-date, and all record-keeping complies with the timeline required by DPH and is submitted as follows:

Type of Documentation / Information	Timelines / Due Dates
I. SSI/SSDI Medi-Cal Expansion Forms and/or SSI/SSDI Cover Letters to Medi-Cal Office as requested by State representative	I. By the end of each month for all applicable clients that received an intake during that month
II. Closure Sheets to Medi-Cal Office	II. Monthly, as received and processed
III. SSA Award Letters to Medi-Cal Office	III. Monthly, as received and processed
IV. Contract Documents (App A and App B) to SFDPH Contract Development and Technical Assistance (CDTA) Unit	IV. Will comply with SFDPH deadlines
V. DPH Declaration of Compliance and Required Reports	V. As specified by the SFDPH Business Office Contract Compliance (BOCC) Unit
VI. DPH Contract Performance Tracking Report:	VI. Will comply with SFDPH System of Care and BOCC requirements for reporting as requested
A. Monitoring Protocol Response	
B. Client Demographics	

Although the Benefits Counseling Program is not funded with Ryan White dollars, PRC collects and submits unduplicated client and services data through the DPH HIV Client and Services Database for the Ryan White eligible HIV/AIDS clients served through DPH funds. PRC complies with HIV Health Services (HHS) policies and procedures for collecting and maintaining timely, complete and accurate unduplicated client and service information in the Database. New client registration data is entered within 48 hours or two working days after data is collected. Service data for the preceding month, including units of service, is entered by the 15th working day of each month. The deliverables are consistent with the information that is submitted to the appropriate DPH Budget and Finance section on the "Monthly Statements of Deliverables and Invoice."

Continuous staff training through continuing legal education, in-services and attendance at community workshops ensures program staff is aware of the latest information and tools for effectively advocating on behalf of clients. The Agency's cultural and linguistic competency will continue to improve through sending staff to trainings covering cultural competency issues relevant to underserved communities, hosting in-service presentations by agencies serving specific populations, providing outreach to agencies that serve targeted clients, and attending City sponsored cultural competency trainings whenever available. Benefits Counseling Program staff conduct cross training during weekly team meetings in areas which individuals have developed particular expertise.

Client Satisfaction Surveys are mechanisms used for identifying areas for quality improvement. Clients receive a Client Satisfaction Survey by mail four months after intake. In addition, surveys are displayed in each staff's office for clients to pick up, complete and anonymously drop in a box in the lobby. The survey tracks satisfaction with overall services, courtesy, accuracy and helpfulness of information, confidentiality, and cultural competency, and also gives clients an opportunity to submit written comments and suggest changes they would like to see. We particularly invite clients to give us feedback on areas where they feel we could improve. The Front Office Coordinator collects and tallies all completed surveys on a monthly basis for submission to the Managing Legal Director. Results of the surveys are analyzed by the Managing Legal Director and discussed with the Executive Director. The Managing Legal Director shares pertinent information gathered from the client satisfaction surveys as needed at weekly team meetings in order to continue to deliver state-of-the-art benefits advocacy.

The Managing Legal Director or Supervisors evaluate the performance of Program staff that they supervise after the completion of an initial 90-day probationary period and annually thereafter and record the findings of these evaluations in confidential personnel folders maintained for each staff member. The Executive Director reviews all performance evaluations before they are finalized.

Results of all quality improvement activities are discussed with Benefits Counseling Program staff at team meetings and case conferences to determine any program changes that could improve client services. The Executive Director and Managing Legal Director meet on a twice monthly basis to discuss program protocols, the need for any changes based upon client and provider feedback or staff recommendations, or possible program design or methodology changes needed to meet program objectives. The Managing Legal Director submits a written report to the Board of Directors prior to Board meetings summarizing advocacy results, programmatic changes and progress towards outcome and process objectives.

1. **PROGRAM NAME / ADDRESS:** Equal Access to Healthcare Program
785 Market Street, 10th Floor
San Francisco, California 94103-2017

Contact Name / Phone: Matthew Bandiera, Administrative Director, (mathewb@positiveresource.org)
Phone: 415-972-0823 Fax: 415- 777-1770

2. **NATURE OF DOCUMENT:** Renewal

3. GOAL STATEMENT

The goal of the Equal Access to Healthcare Program is to address the incomplete information and systemic barriers clients living with HIV/AIDS experience in accessing healthcare through the Affordable Care Act.

4. TARGET POPULATION

The primary target populations will be DPH clients living with HIV/AIDS in San Francisco and the DPH Eligibility Workers who provide enrollment advice to these clients. Secondly, the contract may also serve CARE eligible clients living in San Francisco who are not connected to the DPH system. HIV Health Services funding will not be used for services reimbursed by any other source of funding.

5. MODALITIES / INTERVENTIONS / UNITS OF SERVICE (UOS/UDC)

The billable UOS are defined as weeks of service.

	Unit of Service Description	UOS	UDC
07/01/14 -06/30/15	<i>EAHP Client Intake Hours - GF</i>	192	48
07/01/14 -06/30/15	<i>EAHP Client Consult Hours – GF</i>	20	40
09/01/14 -02/28/15	<i>EAHP Client Consult Hours - RWPA</i>	82	165
Total UOS and UDC		294	253

6. METHODOLOGY

PRC staff will provide outreach & educational trainings to San Francisco clinics and community based organizations who serve clients living with HIV/AIDS.

PRC staff will foster relationships with enrolling entities such as Covered California and Medi-Cal in order to advance the EAHP agenda.

PRC will offer a staffed computer lab for San Francisco residents living with HIV/AIDS from December 1, 2014 through February 15, 2015, Monday - Friday, 9:15 am to noon (excluding holiday periods), to provide technical assistance with ACA Open Enrollment and healthcare access consultations.

PRC staff will provide consultation to clients living with HIV/AIDS on issues related to healthcare access, eligibility for Modified Adjusted Gross Income (MAGI) MediCal and private health insurance through Covered California, pharmacy and formulary issues and interactions among different systems of benefits – as documented by a spreadsheet log summarizing the nature of the assist and tracking time spent.

PRC Attorneys will provide counseling, advocacy and direct legal assistance and representation on issues related to access to healthcare such as MediCal managed care medical exemption and HIV Continuity of Care protection – as documented by complete intake paperwork and case file, and entered into ARIES.

PRC staff will provide an expertise line to answer questions from DPH Eligibility Workers who provide enrollment advice to clients living with HIV/AIDS.

PRC will monitor and analyze emerging issues that SF clients living with HIV/AIDS may be having with ACA enrollment and transitions and report to DPH.

Program Staffing

The Managing Legal Director will oversee the overall project. A PRC Supervising Attorney will supervise program staff, perform legal research and monitor and analyze data. Staff Attorneys and a Bilingual Advocate will provide consultations, advocacy and counseling to clients and DPH Eligibility Workers. A Computer Lab Attendant will provide technical assistance with ACA Open Enrollment. Legal Assistants will provide support to project staff. The Executive Director will participate on the project implementation team and lead the marketing efforts. Administrative staff assigned to the contract includes Administrative Director, IT Manager and Finance Assistant.

HIV Health Services Database

PRC collects and submits unduplicated client and services data through the DPH HIV Client and Services Database. This is applicable for all Ryan White eligible clients receiving services paid with any HHS source of funding. PRC complies with HHS policies and procedures for collecting and maintaining timely, complete and accurate UDC and UOS service information in the Database. Service data for the preceding month, including UOS is entered by the 15th working day of each month. The deliverables are consistent with the information that is submitted to the appropriate DPH Budget and Finance section on the Monthly Statements of Deliverables and Invoice form. If these HHS standards for quality and timeliness of data entry are not followed payments may be delayed until the data has been entered and updated.

7. OBJECTIVES AND MEASUREMENTS

Process Objectives

1. Provide eight (8) Outreach & Training sessions for San Francisco HIV clinics and community based organizations.
2. Offer a staffed computer lab 2.75 hours per day for forty-five days (total of 124 hours) to provide clients enrolling for ACA insurance during Open Enrollment with technical assistance and healthcare access consultations.
3. Provide consultations on issues related to healthcare access to two hundred and five (205) clients living with HIV/AIDS and DPH Eligibility Workers who provide enrollment advice to these clients – as documented by a spreadsheet log summarizing the nature of the assist and tracking time spent.
4. Provide counseling, advocacy and direct legal assistance and representation to forty eight (48) clients living with HIV/AIDS – as documented by complete intake paperwork and case file, and entered into ARIES.
5. Submit a year-end report analyzing emerging and longstanding healthcare access issues for people living with HIV/AIDS in light of the Affordable Care Act, and annual outcomes of the Equal Access to Healthcare Program, by July 31, 2015.

8. CONTINUOUS QUALITY IMPROVEMENT

The project implementation team, comprised of the Executive Director, Managing Legal Director and Supervising Attorney, will meet on a weekly basis to ensure that the project start-up is on track and discuss project design, protocols or methodology changes needed to meet outcome objectives. The Managing Legal Director will submit a written report to the Board of Directors prior to Board meetings summarizing project results and progress towards outcome objectives.

HIPAA Compliance

Item #2a: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality. As Measured by: Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy and have been adopted, approved and implemented.

Item #2b: All staff that handles patient health information are trained (including new hires), and annually updated in the program's privacy/confidentiality policies and procedures. As Measured by: Documentation exists demonstrating that individuals were trained.

Item #2c: 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 patient/client relevant language, verbal translation is provided. As Measured by: Evidence in patient/client chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are provided.)

Item #2d: 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, and Russian are provided.)

Item #2e: Each disclosure of patient/client health information for purposes other than treatment, payment, or operations is documented. As Measured by: Documentation exists.

Item #2f: Authorization for disclosure of patient/client health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file."

1. **PROGRAM NAME / ADDRESS:** Benefits Counseling Training Program
785 Market Street, 10th Floor
San Francisco, California 94103-2017

Contact Name / Phone: Matthew Bandiera, Administrative Director,
mathewb@positiveresource.org
Phone: 415-972-0823 Fax: 415-777-1770

2. **NATURE OF DOCUMENT:** Renewal

3. **GOAL STATEMENT**

The goal of the Medical Benefits Counseling Training Project is to perform seven partial-day provider trainings and community information sessions related to National Health Care Reform at the federal, state, and local health policy levels with up-to-date information about available public and private benefits, eligibility criteria and targeted resources for older people living with HIV/AIDS.

4. **TARGET POPULATION**

The target population for provider trainings will be San Francisco community clinics, City employees and other community-based service providers who deliver services to low-income San Franciscans living with HIV/AIDS. The target population for community information sessions will be low-income San Franciscans living with HIV/AIDS. Ryan White funds will be used only for services that are not reimbursed by any other source of funding.

5. **MODALITIES / INTERVENTIONS / UNITS OF SERVICE (UOS)**

The services to be provided include the development and implementation of seven training sessions. The billable UOS are defined as seven UOS of Training (one UOS per each partial-day training session).

Ryan White Fiscal Year	Unit of Service Description	UOS	UDC
09/01/14 – 02/28/15 (6 mos)	Training Implementation	7	
Total UOS		7	N/A

6. METHODOLOGY

Service Delivery Model Training Content

- Healthcare Reform (The Affordable Care Act)
- HIV and Aging Update
- Office of AIDS Pre-existing Condition Insurance Plan (OA-PCIP)
- Medicaid/Cal Expansion
- Medicare
- SSI/SSDI
- Ryan White/ADAP
- Insurance Exchanges
- Public vs. Private Insurance - eligibility
- Cash Assistance Program for Immigrants (CAPI)
- Office of AIDS – HIPP (formerly CARE- HIPP)
- Accessing Healthcare
- Return to Work Rules for Social Security
- Private Long Term Disability Policies
- Effects of the repeal of DOMA and the implementation of ACA

Program Staffing

The Benefits Counseling Program Managing Legal Director will lead the project, perform necessary legal research, develop the training curriculum, present the trainings and provide technical consultations with service providers. A PRC Supervising Attorney will assist with legal research and development of training curriculum. The Senior Legal Assistant/Training Coordinator will be responsible for training logistics. Contracted training partners will perform research and design curriculum in designated areas of expertise. The Executive Director will be responsible for identifying and coordinating appropriate training partners and serving as liaison with Department of Public Health and CARE Council. Administrative staff assigned to the contract includes Deputy Director, IT Manager and Finance Manager.

HIV Health Services Database

PRC collects and submits unduplicated client and services data through the DPH HIV Client and Services Database. This is applicable for all Ryan White eligible clients receiving services paid with any HHS source of funding. PRC complies with HHS policies and procedures for collecting and maintaining timely, complete and accurate UDC and UOS service information in the Database. Service data for the preceding month, including UOS is entered by the 15th working day of each month. The deliverables are consistent with the information that is submitted to the appropriate DPH Budget and Finance section on the Monthly Statements of Deliverables and Invoice form. If these HHS standards for quality and timeliness of data entry are not followed payments may be delayed until the data has been entered and updated.

7. OBJECTIVES AND MEASUREMENTS

Outcome Objectives

1. Provide seven partial-day trainings to employees of San Francisco community clinics, City employees, other community-based service providers and low-income San Franciscans living with HIV/AIDS.
2. Distribute evaluation questionnaires to all training participants. At least 85% of participants will respond that the training increased their knowledge of healthcare reform, available public and private benefits, eligibility criteria and targeted resources for older people living with HIV/AIDS, as measured by answering questions either "very satisfied" or "satisfied."

8. CONTINUOUS QUALITY IMPROVEMENT

Evaluation questionnaires will be the main mechanism used for identifying areas for quality improvement. All training participants will receive an evaluation questionnaire at the end of each training session. The questionnaire will track participants' satisfaction that the training increased their knowledge of healthcare reform, available public and private benefits, eligibility criteria and targeted resources for older people living with HIV/AIDS, and will also give participants an opportunity to submit written comments and suggest changes they would like to see. The Training Coordinator will collect and tally all completed questionnaires and submit the results to the Managing Legal Director. Results of the questionnaires will be analyzed by the Managing Legal Director and discussed with the Executive Director. The Managing Legal Director will share the results with our training partners at Medical Benefits Counseling planning meetings and discuss implementing any changes necessary in order to continue to deliver state-of-the-art trainings.

HIPAA Compliance

Item #2a: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality. As Measured by: Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy and have been adopted, approved and implemented.

Item #2b: All staff that handles patient health information are trained (including new hires), and annually updated in the program's privacy/confidentiality policies and procedures. As Measured by: Documentation exists demonstrating that individuals were trained.

Item #2c: 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 patient/client relevant language, verbal translation is provided. As Measured by: Evidence in patient/client chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are provided.)

Item #2d: 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, and Russian are provided.)

Item #2e: Each disclosure of patient/client health information for purposes other than treatment, payment, or operations is documented. As Measured by: Documentation exists.

Item #2f: Authorization for disclosure of patient/client health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file."

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

2. Program Budgets and Final Invoice

A. Program Budget is listed below and is attached hereto.

Appendices B-a/ B-1/ B-1a/ B-2/B-3 SSI Advocacy Services and Benefits Counseling, dated 7/1/14

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Seven Million Seven Hundred Fourteen Thousand Four Hundred Sixty Seven Dollars (\$7,714,467) for the period of October 1, 2013 through June 30, 2017.

CONTRACTOR understands that, of this maximum dollar obligation, \$ 513,195 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

13-14 Prev. Encumb.	\$1,362,342
14-15 Prev. Encumb.	\$1,946,310
15-16 To Be Encumb.	\$1,946,310
16-17 To Be Encumb.	<u>\$1,946,310</u>
total	\$7,201,272

contingency	<u>\$513,195</u>
Grand Total	\$7,714,467

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

C. CONTRACTOR agrees to comply with its Budget as shown in 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. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

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

DPH 1: Department of Public Health Contract Budget Summary				
DHCS Legal Entity Number (MH):	01695	Prepared by: Matthew Bandiera/415.972.0823		Appendix Ba, Page 1
DHCS Legal Entity Name (MH):	Positive Resource Center (PRC)			FY 2014-15
				Summary
Contract Appendix Number:	B-1	B-1a	B-2	
Appendix A/Program Name:	MH SSI Advocacy Benefits Counseling	HIV SSI Advocacy Benefits Counseling	Equal Access to Healthcare Program	
Provider Number:	38H1	38H1	38H1	
Program Code(s):	38H101	N/A - HIV Hlth Svcs	N/A - HIV Hlth Svcs	TOTAL
FUNDING TERM:	07/01/14 - 06/30/15	07/01/14 - 06/30/15	07/01/14 - 6/30/15	07/01/14 - 06/30/15
FUNDING USES				
Salaries & Employee Benefits:	\$ 655,277	\$ 314,066	\$ 336,353	\$ 1,305,696
Operating Expenses:	\$ 171,268	\$ 82,086	\$ 192,903	\$ 446,257
Subtotal Direct Expenses:	\$ 826,545	\$ 396,152	\$ 529,256	\$ 1,751,953
Indirect Expenses:	\$ 99,186	\$ 47,538	\$ 47,633	\$ 194,357
Indirect %:	12%	12%	9%	11%
TOTAL FUNDING USES	\$ 925,731	\$ 443,690	\$ 576,889	\$ 1,946,310
			<i>Fringe Benefits Rate</i>	24%
CBHS MENTAL HEALTH FUND SOURCES				
MH WORK ORDER - Human Services Agency	\$ 912,050	\$ -	\$ -	\$ 912,050
County General Fund WO - CODB	\$ 13,681	\$ -	\$ -	\$ 13,681
TOTAL CBHS MENTAL HLTH FUND SOURCES	\$ 925,731	\$ -	\$ -	\$ 925,731
OTHER DPH-COMMUNITY PROGRAMS FUND SOURCES				
County HHS GF	\$ -	\$ 6,638	\$ -	\$ 6,638
AIDS - COUNTY HHS GF	\$ -	\$ 437,052	\$ 285,399	\$ 722,451
FED HHS Ry White Part A-PD13 CFDA # 93.914	\$ -	\$ -	\$ 291,490	\$ 291,490
TOTAL OTHER DPH-COMM PROG FUND SOURCES	\$ -	\$ 443,690	\$ 576,889	\$ 1,020,579
TOTAL DPH FUND SOURCES	\$ 925,731	\$ 443,690	\$ 576,889	\$ 1,946,310
NON-DPH FUND SOURCES				
TOTAL FUND SOURCES (DPH AND NON-DPH)	\$ 925,731	\$ 443,690	\$ 576,889	\$ 1,946,310

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)			
DHCS Legal Entity Name (MH): Positive Resource Center (Non Avatar User)			
Provider Name: SSI Advocacy / Benefits Counseling Program			FY 2014-15
Provider Number: 38H1			
Appendix Number (Narrative / Budget)	A-1 / B-1	A- / B-1a	
Program Name:	SSI Advocacy Benefits Counseling	SSI Advocacy Benefits Counseling	
Program Code	38H101	N/A	
Mode/SFC (MH)	60/78	N/A	
Service Description:	Other Non M-Cal Clt Support	HIV Benefits Counseling	TOTAL
FUNDING TERM:	07/01/14 - 06/30/15	07/01/14 - 06/30/15	07/01/14 - 06/30/15
FUNDING USES			
Salaries & Employee Benefits:	\$ 655,277	\$ 314,086	\$ 969,343
Operating Expenses:	\$ 171,268	\$ 82,086	\$ 253,354
Subtotal Direct Expenses:	\$ 826,545	\$ 396,152	\$ 1,222,697
Indirect Expenses:	\$ 99,186	\$ 47,538	\$ 146,724
TOTAL FUNDING USES:	\$ 925,731	\$ 443,690	\$ 1,369,421
CBHS MENTAL HEALTH FUNDING SOURCES			
	Index Code/Proj Detail		
MH WORK ORDER - Human Services Agency	HMHM HAPPRC WO	\$ 912,050	\$ 912,050
County General Fund WO - CODB	HMHMCC 730515	\$ 13,681	\$ 13,681
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		\$ 925,731	\$ 925,731
OTHER DPH COMM PROG FUND SOURCES			
	Index Code/Proj Detail		
AIDS-COUNTY HHS GF	HCHIVHSVCS WO	\$ 437,052	\$ 437,052
AIDS-COUNTY HHS GF	HCHIVHSVCS GF	\$ 6,638	\$ 6,638
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES		\$ 443,690	\$ 443,690
TOTAL DPH FUNDING SOURCES		\$ 925,731	\$ 1,369,421
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 925,731	\$ 1,369,421
Fee-For-Service (FFS):	FFS	FFS	FFS
DPH Units of Service:	7,317	3,507	10,824
Unit Type:	Hours	Hours	Hours
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$126.52	\$126.52	\$126.52
Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	\$126.52	\$126.52	\$126.52
Unduplicated Clients (UDC):	475	400	875

DPH 3: Salaries & Benefits Detail

Program Code: 38H101

Program Name: PRC SSI Advocacy / Benefits Counseling

Position Title	TOTAL		1		1a	
	7/01/14 - 06/30/15		MH Work Order HSA HMHMHAPRCWO		HIV Work Order HSA HCHIVHSVCSWO	
	FTE	Salaries	FTE	Salaries	FTE	Salaries
Managing Legal Director	0.25	\$ 24,365	0.17	\$ 16,471	0.08	\$ 7,894
Supervising Attorneys	1.72	\$ 119,749	1.16	\$ 80,951	0.56	\$ 38,798
Attorneys	6.48	\$ 373,329	4.38	\$ 252,371	2.10	\$ 120,958
Quality Assurance Manager/Sr Bilingual Benefits Advocate	0.81	\$ 58,139	0.55	\$ 39,302	0.26	\$ 18,837
Legal Assistants	2.68	\$ 126,780	1.81	\$ 85,704	0.87	\$ 41,076
Front Office Coordinator	0.65	\$ 30,713	0.44	\$ 20,762	0.21	\$ 9,951
Data Entry Coordinator	0.50	\$ 35,882	0.34	\$ 24,256	0.16	\$ 11,600
Totals:	13.09	\$ 768,957	8.85	\$ 519,817	4.24	\$ 249,140
Employee Fringe Benefits:	26%	\$ 200,386	26%	\$ 135,460	26%	\$ 64,926
TOTAL SALARIES & BENEFITS		\$ 969,343		\$ 655,277		\$ 314,066



DPH 4: Operating Expenses Detail

Program Code: 38H101

Program Name: SSI Advocacy / Benefits Counseling

1

1a

Expenditure Category	TOTAL		MH Work Order - HSA HMHMHAPRCWO	HIV Work Order - HSA HCHIVHSVCSWO	
	7/01/14 - 06/30/15		7/01/14 - 06/30/15	7/01/14 - 06/30/15	
Occupancy:					
Rental of Property	\$ 197,502		\$ 133,511	\$ 63,991	
Utilities(telephone, electricity, water, gas)	\$ 3,958		\$ 2,676	\$ 1,282	
Materials & Supplies:	\$ -				
Office Supplies	\$ 8,368		\$ 5,657	\$ 2,711	
Printing	\$ 5,205		\$ 3,519	\$ 1,686	
General Operating:	\$ -				
Training/Staff Development	\$ 10,000		\$ 6,760	\$ 3,240	
Insurance	\$ 12,189		\$ 8,240	\$ 3,949	
Professional License	\$ 3,420		\$ 2,312	\$ 1,108	
Equipment Lease & Maintenance	\$ 11,712		\$ 7,917	\$ 3,795	
Other:	\$ -				
Interpreters	\$ 1,000		\$ 676	\$ 324	
	\$ -				
TOTAL OPERATING EXPENSE	\$ 253,354		\$ 171,268	\$ 82,086	

App B-1 (MH) and App B-1a (HHS): INDIRECT DETAIL

Contractor Name Positive Resource Center SSI Advocacy / Benefits Counseling

1. SALARIES & BENEFITS		
Position Title	FTE	Salaries
Executive Director	0.18	\$ 27,535
Administrative Director	0.50	\$ 22,500
Information Technology Manager	0.05	\$ 3,588
Finance Assistant	0.50	\$ 46,425
Total Indirect Salaries	1.23	\$ 100,048
EMPLOYEE FRINGE BENEFITS	25%	\$ 25,012
TOTAL INDIRECT SALARIES & BENEFITS		\$ 125,060
2. OPERATING COSTS		
Expenditure Category	Amount	
Rental of Property	\$	18,578
Utilities(Elec, Water, Gas, Phone, Scavenge	\$	363
Office Supplies, Postage	\$	626
Printing and Reproduction	\$	207
Insurance	\$	788
Rental of Equipment	\$	1,102
TOTAL OPERATING COSTS	\$	21,664
TOTAL INDIRECT COSTS	\$	146,724

(Salaries & Benefits + Operating Costs)

1) SALARIES & BENEFITS:					
Staff Position 1: Managing Legal Director					
Description:	Provides program oversight and supervises daily delivery of benefits advocacy and representation.				
Min Qualifications:	benefits advocacy and representation, mental health issues, HIV/AIDS, & state, federal laws regarding disability benefits.				
\$ 97,461.00	0.25	12	1.00	\$	24,385
Staff Position 2: Supervising Attorneys					
Description:	Provide supervision to Staff Attorneys & Advocates; advocacy and legal representation to clients applying for benefits.				
Min Qualifications:	on-one benefits advocacy & representation, mental health issues, HIV/AIDS, & state, federal laws regarding disability benefits.				
\$ 69,621.50	1.72	12	1.00	\$	119,749
Staff Position 3: Staff Attorneys					
Description:	Provide advocacy and legal representation to clients applying for benefits.				
Min Qualifications:	Active member of the CA State Bar.				
\$ 57,612.50	6.48	12	1.00	\$	373,329
Staff Position 4: Quality Assurance Manager/Senior Bilingual Benefits Advocate					
Description:	Responsible for contract compliance, reporting and oversight; provides advocacy to clients applying for benefits.				
Min Qualifications:	Strong organizational, calendaring and computer skills; advanced skills in one-on-one benefits advocacy, mental health issues, HIV/AIDS, and state and federal laws regarding disability benefits.				
\$ 71,777.00	0.61	12	1.00	\$	58,139
Staff Position 5: Legal Assistants					
Description:	Provide support for the Benefits Counseling Program.				
Min Qualifications:	BA and/or experience in legal assistance combined with administrative and computer skills.				
\$ 47,306.00	2.88	12	1.00	\$	126,760
Staff Position 6: Front Office Coordinator					
Description:	volunteers.				
Min Qualifications:	Administrative & reception experience, experience managing volunteers and/or providing client screening & referral, computer skills in MS Office.				
\$ 47,260.00	0.65	12	1.00	\$	39,713
Staff Position 7: Data Entry Coordinator					
Description:	Responsible for database administration.				
Min Qualifications:	Experience with Microsoft SQL Server, Microsoft Access and Visual Basic.				
\$ 71,764.00	0.60	12	1.00	\$	35,882
Total FTE:		13.09		Total Salaries:	\$ 788,957
				Fringe Benefit %:	26.06% \$ 200,388
Social Security, Worker's Compensation, Health Benefits, Unemployment, State and Federal Taxes					
TOTAL SALARIES & BENEFITS:					\$ 989,343

Occupancy:					
Description:	Office-785 Market St-RENT	\$1,257.84/mo x 13.09 FTE charged to contract x 12 mos. =	\$	187,602	
Description:	Phone & Internet UTILITIES	\$24.84/mo x 13.09 FTE charged to contract x 12 mos. =	\$	3,958	
				Total Occupancy:	\$ 201,460
Materials & Supplies:					
Description:	postage & OFFICE SUPPLIES	\$58.27/mo x 13.09 FTE charged to contract x 12 mos. =	\$	6,368	
Description:	PRINTING/REPRODUCTION	\$33.14/mo x 13.09 FTE charged to contract x 12 mos. =	\$	5,205	
				Total Materials & Supplies:	\$ 13,573
General Operating:					
Description:	Continuing Legal Ed. per salaries (conference fees) TRAINING / DEVELOPMENT	Approx. \$1,183.43 x 0.45 FTE attorneys =	\$	10,000	
Description:	General liability, property coverage, professional liability INSURANCE	\$77.80/mo x 13.09 FTE charged to contract x 12 mos. =	\$	12,169	
Description:	Bar dues, license fees for attorneys PROFESSIONAL LICENSE	Approx. \$404.78 x 0.45 FTE attorneys =	\$	3,420	
Description:	Lease copy machines, phone system & postage meter EQUIPMENT RENTAL	\$74.86/mo x 13.09 FTE charged to contract x 12 mos. =	\$	11,712	
				Total General Operating:	\$ 37,321
Other:				Actual Direct Program Expense:	\$ 1,000
Description:	Interpreters			Total Other:	\$ 1,000
				TOTAL OPERATING EXPENSES:	\$ 263,364
				TOTAL DIRECT COSTS:	\$ 1,222,697

INDIRECT COSTS					
Staff Position 1: Executive Director					
Description:	Oversees admin, program development, kind develop and policy develop; ensures compliance with state and fed regulations; works with community leaders to increase resources for and visibility of PRC; acts as chief spokesperson for the organization.				
Min Qualifications:	BA experience with increased responsibility in nonprofit management.				
\$ 151,925.00	0.18	12	1.00	\$	27,635
Staff Position 2: Administrative Director					
Description:	Directs daily administration of agency including personnel management, contract management and fiscal management.				
Min Qualifications:	BA and/or experience in nonprofit administration.				
\$ 92,849.00	0.50	12	1.00	\$	46,425
Staff Position 3: Information Technology Manager					
Description:	Responsible for database development and admin, system and network admin, and website develop and admin.				
Min Qualifications:	systems				
\$ 71,764.00	0.05	12	1.00	\$	3,588
Staff Position 4: Finance Assistant					
Description:	Responsible for bookkeeping, accounting and reporting				
Min Qualifications:	Two years experience with nonprofit accounting				
\$ 45,000.00	0.50	12	1.00	\$	22,500
Total FTE:		1.23		Total Indirect Salaries:	\$ 100,048
				Benefits (Social Security, Work Comp, Health, Unemploy, State and Fed Taxes)	25% \$ 25,012
				Total Indirect Salaries and Benefits:	\$ 125,060
Total Indirect Gen Ops: Ind Contract FTE (1.23) / Total Agency FTE (28.6) X Total Agency Shared Ops (\$501,450) =					21,854
(10.2%) TOTAL INDIRECT					\$ 146,724
TOTAL EXPENSES					\$ 1,369,421



DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)					
DMH Legal Entity Name (MH):	Positive Resource Center (PRC) Non Avatar User				
Provider Name:	Equal Access to Healthcare Prog & Benefits Cnsing Training Prog				
Provider Number:	38H1				
Appendix Numbers (Narrative/Budget)	A-2 / B-2	A-2 / B-2	A-2 / B-2a	A-3 / B-3	
HIV Health Services Program Name:	Equal Access to Healthcare Program	Equal Access to Healthcare Program	Equal Access to Healthcare Program	Benefits Counseling Training Program	
Not Applicable - Program Code:	N/A - HHS	N/A - HHS	N/A - HHS	N/A - HHS	
Mode of Service	Client Intakes	Client Consults	Client Consults	Training	TOTALS
FUNDING TERM:	7/1/14 - 6/30/15	7/1/14 - 6/30/15	9/1/14 - 2/28/15	9/1/14 - 2/28/15	07/01/14 - 06/30/15
FUNDING USES					
Salaries & Employee Benefits:	\$ 95,194	\$ 95,193	\$ 121,200	\$ 24,766	\$ 336,353
Operating Expenses:	\$ 35,724	\$ 35,723	\$ 100,350	\$ 21,106	\$ 192,903
Subtotal Direct Expenses:	\$ 130,918	\$ 130,916	\$ 221,550	\$ 45,872	\$ 529,256
Indirect Expenses:	\$ 11,782	\$ 11,783	\$ 19,940	\$ 4,128	\$ 47,633
TOTAL FUNDING USES:	\$ 142,700	\$ 142,699	\$ 241,490	\$ 50,000	\$ 576,889
OTHER DPH-PROG FUND SOURCE	Index Code				
COUNTY HHS GF	HCHIVHVCSGF	\$ 142,700	\$ 142,699	\$ -	\$ 285,399
HHS RWPA-PD13 CFDA# 93.914	HCHIVHVCSGR	\$ -	\$ -	\$ 241,490	\$ 291,490
TOTAL OTHER DPH-COMMUNITY PROG FUND SOURCES		\$ 142,700	\$ 142,699	\$ 241,490	\$ 576,889
TOTAL DPH FUNDING SOURCES		\$ 142,700	\$ 142,699	\$ 241,490	\$ 576,889
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 142,700	\$ 142,699	\$ 241,490	\$ 576,889
UOS AND UNIT COST					
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR	CR	FFS	
Number of Units of Service	192	20	82	7	
Unit Type	Hours	Hours	Hours	Half Day	
\$ Per UOS-DPH Rate (DPH FUNDS Only)	\$743	\$7,135	\$2,945	\$7,143	
\$ Per UOS-Contract Rate (DPH & Non-DPH FUNDS)	\$743	\$7,135	\$2,945	\$7,143	Total UDC:
Unduplicated Clients (UDC)	48	40	165	N/A	253



DPH 3: Salaries & Benefits Detail

Provider Number: 38H1

Provider/Program Name: PRC Equal Access to Healthcare Program (EAHP)

		HIV Health Services General Fund HCHIVHSVCSGF					
Term		07/01/14 - 06/30/15					
Position Title	FTE	Salaries					
Managing Legal Director	0.11	\$	11,138				
Supervising Attorney - EAHP	0.65	\$	49,205				
Staff Attorneys	1.27	\$	63,022				
Bilingual Benefits Advocate	0.65	\$	17,604				
Legal Assistants	0.69	\$	9,095				
Computer Lab Attendant	0.65	\$	2,860				
Executive Director	0.01	\$	723				
Totals:	4.03	\$	153,647				
Employee Fringe Benefits:	24%	\$	36,740				
TOTAL SALARIES & BENEFITS		\$	190,387				

DPH 4: Operating Expenses Detail

Provider Number: 38H1

Provider/Program Name: PRC Equal Access to Healthcare Program (EAHP)

Expenditure Category	HIV Health Services General Fund HCHIVHSVCSGF				
	07/01/14 - 06/30/15				
Rental of Property	\$ 59,666				
Utilities (telephone & Internet)	\$ 1,179				
Office Supplies, Postage	\$ 2,372				
Printing and Reproduction	\$ 666				
Insurance	\$ 3,942				
Rental of Equipment	\$ 3,472				
Staff Training	\$ -				
Marketing	\$ 150				
Consultants / Subcontractors					
Subcontracts	\$ -				
TOTAL OPERATING EXPENSE	\$ 71,447				

DPH 6: Indirect Detail

Contractor Name Positive Resource Center

1. SALARIES & BENEFITS		Equal Access to Healthcare Program (EAHP)				
Position Title	FTE		Salaries			
Administrative Director	0.08	\$	7,428			
Information Technology Manager	0.09	\$	6,459			
Finance Assistant	0.05	\$	1,827			
EMPLOYEE FRINGE BENEFITS	26%	\$	4,086			
TOTAL SALARIES & BENEFITS	0.22	\$	19,800			
2. OPERATING COSTS						
Expenditure Category	Amount					
Rental of Property	\$	3,269				
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$	65				
Office Supplies, Postage	\$	65				
Printing and Reproduction	\$	37				
Insurance	\$	139				
Rental of Equipment	\$	190				
TOTAL OPERATING COSTS	\$	3,765				
TOTAL INDIRECT COSTS		\$	23,565			
(Salaries & Benefits + Operating Costs)						

BUDGET JUSTIFICATION

Salaries and Benefits

Managing Legal Director

Oversees overall project & necessary legal research. Minimum Qualifications: Active member of CA State Bar. 5 years of mgmnt
Monthly Salary \$ 8,330 x 0.11 FTE x 12 months= \$ 11,138

Supervising Attorney

Provide supervision to Staff Attorneys & Advocates; advocacy and legal representation to clients applying for benefits. Minimum Qualifications: Active member of CA State Bar.
Monthly Salary \$ 6,308 x 0.65 FTE x 12 months= \$ 49,205

Staff Attorneys

Provides legal representation & consultation to low-income clients with HIV to access healthcare benefits & programs, i.e. M-Cal, Covered CA, State office of AIDS programs, M-care, etc. Minimum Qualifications: Active member of the CA State Bar
Monthly Salary \$ 4,902 x .62 FTE x 12 months= \$ 36,475
Monthly Salary \$ 4,538 x .65 FTE x 9 months= \$ 26,547 \$ 63,022

Bilingual Benefits Advocate

Advocates on behalf of low-income clients in order to secure public disability income and/or health insurance benefits. Minimum Qualifications: Skills in one-on-one client advocacy/fluency in Spanish.
Monthly Salary \$ 4,166 x 0.65 FTE x 6.5 months= \$ 17,604

Legal Assistants

Provides support to project staff. Minimum Quals: B.A. and/or min. 2 yrs exp in legal assistance combined w admin & computer skills
Monthly Salary \$ 4,933 x 0.04 FTE x 12 months= \$ 2,269
Monthly Salary \$ 1,750 x 0.65 FTE x 6 months= \$ 6,826 \$ 9,095

Computer Lab Attendant

Responsible for helping computer lab users navigate the Covered California health insurance enrollment website. Minimum Qualifications: Proficient computer and database skills. High school diploma or equivalent.
Monthly Salary \$ 1,466 x 0.65 FTE x 3 months= \$ 2,860

Executive Director

Participates on the project implementation team and leads marketing efforts. Minimum Qualifications: BA in a field related to the agency's activities and minimum five years experience with increased responsibilities
Monthly Salary \$ 12,660 x 0.03 FTE x 2 months= \$ 723

Total Salaries \$ 153,647
Benefits: Social Security, Worker's Comp, Health Benefits, State and Fed Taxes @ 24% of \$ 153,647 \$ 36,740
TOTAL SALARIES & BENEFITS \$ 190,387

Operating Expenses

Occupancy:

Rent: Office (785 Market St) \$ 1,233.79/mo x 4.03 FTE charged to contract x 12 mos \$ 59,666
Utilities: Telephone and internet. \$ 24.38/mo x 4.03 FTE charged to contract x 12 mos \$ 1,179
Total Occupancy: \$ 60,845

Materials and Supplies:

Office Supplies: Supplies and postage.. \$ 24.38/mo x 4.03 FTE charged to contract x 12 mos \$ 1,179
Direct program supplies \$ 1,193
Printing/Reproduction: \$ 13.77/mo x 4.03 FTE charged to contract x 12 mos \$ 666
Total Materials and Supplies: \$ 3,038

General Operating:

Insurance: General liability, property coverage, professional liability and cyber
\$ 52.36/mo x 4.03 FTE charged to contract x 12 mos \$ 2,532
Direct program insurance \$ 1,410

Rental of Equipment:

Lease of copy machines, phone system & postage meter
\$ 71.79/mo x 4.03 FTE charged to contract x 12 mos \$ 3,472
Total General Operating: \$ 7,414

Advertising and Promotion: Print media and other promotional marketing. \$ 150

TOTAL OPERATING EXPENSES \$ 71,447

TOTAL DIRECT COSTS \$ 261,834

INDIRECT COSTS: Salary & Benefits of Info Tech Mngr, Finance Asst & Admin Director @ 9% of Total Direct Costs \$ 23,565

APPENDIX TOTAL BUDGET \$ 285,399



DPH 3: Salaries & Benefits Detail

Provider Number: 38H1

Provider/Program Name: PRC Equal Access to Healthcare Program (EAHP) and Benefits Counseling Training Program

	TOTAL		B-2a		B-3	
	Equal Access to Healthcare Program		Benefits Counseling Training Program			
(6 mos) Term	09/01/14 - 02/28/15		09/01/14 - 02/28/15		09/01/14 - 02/28/15	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries
Managing Legal Director	0.35	\$ 17,493	0.20	\$ 9,996	0.15	\$ 7,497
Supervising Attorney	0.85	\$ 31,760	0.70	\$ 26,495	0.15	\$ 5,265
Staff Attorneys	1.40	\$ 34,886	1.40	\$ 34,886		
Bilingual Benefits Advocate	0.70	\$ 9,479	0.70	\$ 9,479		
Legal Assistants	1.32	\$ 22,316	1.08	\$ 15,100	0.24	\$ 7,216
Computer Lab Attendant	0.70	\$ 1,540	0.70	\$ 1,540		
Totals:	5.32	\$ 117,474	4.78	\$ 97,496	0.54	\$ 19,978
Employee Fringe Benefits:	24%	\$ 28,492	24%	\$ 23,704	24%	\$ 4,788
TOTAL SALARIES & BENEFITS		\$ 145,966		\$ 121,200		\$ 24,766

DPH 4: Operating Expenses Detail

Provider Number: 38H1

Provider/Program Name: PRC Equal Access to Healthcare Program (EAHP) and Benefits Counseling Training Program

Expenditure Category	TOTAL	B-2a		B-3	
		Equal Access to Healthcare Program	Benefits Counseling Training Program	Equal Access to Healthcare Program	Benefits Counseling Training Program
(6 mos) Term	09/01/14 - 02/28/15	09/01/14 - 02/28/15	09/01/14 - 02/28/15	09/01/14 - 02/28/15	09/01/14 - 02/28/15
Rental of Property	\$ 39,442	\$ 35,438	\$ 4,004		
Utilities (telephone & Internet)	\$ 780	\$ 701	\$ 79		
Office Supplies, Postage	\$ 22,095	\$ 15,520	\$ 6,575		
Printing and Reproduction	\$ 441	\$ 396	\$ 45		
Insurance	\$ 5,903	\$ 5,733	\$ 170		
Rental of Equipment	\$ 2,295	\$ 2,062	\$ 233		
	\$ -				
Staff Training	\$ 500	\$ 500	\$ -		
Marketing	\$ 25,000	\$ 25,000	\$ -		
Consultants / Subcontractors	\$ -				
Subcontracts	\$ 25,000	\$ 15,000	\$ 10,000		
TOTAL OPERATING EXPENSE	\$ 121,456	\$ 100,350	\$ 21,106		

DPH 6: Indirect Detail

Contractor Name Positive Resource Center

App B-2a

App B-3

1. SALARIES & BENEFITS		Equal Access to Healthcare Program		Benefits Counseling Training Program	
Position Title	FTE	Salaries		FTE	Salaries
Executive Director	0.00	\$ -		0.01	\$ 760
Administrative Director	0.15	\$ 6,964		0.02	\$ 928
Information Technology Manager	0.15	\$ 5,382		0.02	\$ 718
Finance Assistant	0.06	\$ 1,052		0.02	\$ 387
EMPLOYEE FRINGE BENEFITS	26%	\$ 3,484		26%	\$ 726
TOTAL SALARIES & BENEFITS		\$ 16,882			\$ 3,519
2. OPERATING COSTS		Amount		Amount	
Expenditure Category					
Rental of Property	\$	2,656		\$	530
Utilities(Elec, Water, Gas, Phone, Refuse)	\$	52		\$	10
Office Supplies, Postage	\$	52		\$	10
Printing and Reproduction	\$	30		\$	6
Insurance	\$	113		\$	22
Rental of Equipment	\$	155		\$	31
TOTAL OPERATING COSTS	\$	3,058		\$	609
TOTAL INDIRECT COSTS	\$	19,940		\$	4,128

(Salaries & Benefits + Operating Costs)

BUDGET JUSTIFICATION

Salaries and Benefits

Managing Legal Director

Oversees overall project & necessary legal research; Min Quals: Active member of the CA Bar. 5 years of mngmt exp

Monthly Salary \$ 8,330 x 0.20 FTE x 6 months= \$ 9,996

Supervising Attorney

Supervises Attorneys & Advocates; advcy & legal represent to clients applying for benefits; Min Quals: Active member of the CA Bar

Monthly Salary \$ 6,308 x .70 FTE x 6 months= \$ 26,495

Staff Attorney

Provides legal representation & consultation to low-income clients with HIV to access healthcare benefits & programs i.e., M-Cal, Covered CA, State Office of AIDS programs, M-care, etc. Min Quals: Active member of the CA Bar

Monthly Salary \$ 4,903 x .70 FTE x 6 months= \$ 20,591

Monthly Salary \$ 4,084 x .70 FTE x 6 months= \$ 14,295

Bilingual Benefits Advocate

Advocates for low-income clients to secure disability income and/or hlt insurance bens. Min Quals: Skills in 1-1 client advcy/fluent in Spanish

Monthly Salary \$ 4,514 x 0.70 FTE x 3 months= \$ 9,479

Computer Lab Attendant

Responsible for helping computer lab users navigate the Covered California health insurance enrollment website. Min Quals: Proficient computer and database skills. High school diploma or equivalent.

Monthly Salary \$ 2,200 x 0.70 FTE x 1 month= \$ 1,540

Legal Assistant

Provides support to project staff. Min Quals: B.A. and/or a minimum 2 yrs exp legal assistance combined w admin & computer skills

Monthly Salary \$ 5,011 x 0.38 FTE x 6 months= \$ 11,425

Monthly Salary \$ 2,625 x 0.70 FTE x 3 months= \$ 3,675

Total Salaries

\$ 97,496

Benefits: Social Security, Worker's Comp, Health Benefits, State and Fed Taxes @ 22% of \$ 60,728

\$ 23,704

TOTAL SALARIES & BENEFITS

\$ 121,200

Operating Expenses

Occupancy:

Rent: Office (785 Market St). \$ 1,235.63/mo x 4.78 FTE charged to contract x 6 mos \$ 35,438

Utilities: Telephone and Internet. \$ 24.44/mo x 4.78 FTE charged to contract x 6 mos \$ 701

Total Occupancy: \$ 36,139

Materials and Supplies:

Office Supplies: Supplies and \$ 24.44/mo x 4.78 FTE charged to contract x 6 mos \$ 701

Direct program supplies. \$ 14,819

Printing/Reproduction: \$ 13.81/mo x 4.78 FTE charged to contract x 6 mos \$ 396

Total Materials and Supplies: \$ 15,916

General Operating:

Insurance: General liability, property coverage, professional liability and cyber insurance.

\$ 55.64/mo x 4.78 FTE charged to contract x 4 mos \$ 1,504

Direct program insurance. \$ 4,229

Staff Training:

program training

\$ 500

Rental of Equipment: Lease of copier machines, phone system & postage meter.

\$ 71.90/mo x 4.78 FTE charged to contract x 6 mos \$ 2,062

Total General Operating: \$ 8,295

Advertising and Promotion: Print media and other promotional marketing.

\$ 25,000

assistance.

\$ 15,000

TOTAL OPERATING EXPENSES

\$ 100,350

TOTAL DIRECT COSTS \$ 221,550

INDIRECT COSTS: Salary & Bens of Info Tech Mngr, Finance Asst & Admin Director @ 9% of Total Direct Exp

\$ 19,940

APPENDIX TOTAL \$ 241,490

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between the City and County of San Francisco, Covered Entity ("CE") and Contractor, Business Associate ("BA").

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 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 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 and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- 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** 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** 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** 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** 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.
- h. **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.
- i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 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, whether oral or recorded in any form or medium: (i) that relates to the part, 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. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

- 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** 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** 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 shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. 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 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 164.504(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 under the Contract and as permitted or required under the Contract and Addendum, 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 Addendum 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, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. m. of the Addendum, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
 - c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, 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)(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 implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, 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 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(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. [42 U.S.C. Section 17931]
- 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 Protected Information and implement the safeguards required by paragraph 2.d. 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)).
 - 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 (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. If a patient 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. **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.
 - h. **Minimum Necessary.** BA, its agents and 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)] 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."
 - i. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
 - j. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected 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 who unsecured Protected Information has been, or is

reasonably believed by the business associate 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. (This provision should be negotiated.) [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)]

- k. **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)(ii), 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 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. 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 Addendum or other arrangement within five (5) 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 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 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 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 Addendum 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)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
- d. **Disclaimer**
CE makes no warranty or representation that compliance by BA with this Addendum, 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 Addendum 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 Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable 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 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.

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.

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

7/1/2014
Appendix F
PAGE A (A-1)

Control Number

Contractor: Positive Resource Center

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

Contract Term: 09/01/2014 - 02/28/2015

PHP Division: Community Behavioral Health Services

CBHS

INVOICE NUMBER: M04 SE 14

CL Blanket No.: BPHM TBD

CL PO No.: POHM TBD

Fund Source: HHS RWPA - HCHVH5VCSGR

Invoice Period: September 2014

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode #- Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-2 - 3 Benefits Counseling Training Program												
Training	7				\$ 7,143.00	\$ -	0.000		0.00%		7,000	
TOTAL	7		0.000				0.000		0.00%		7,000	
Budget Amount					\$ 50,000.00		Expenses To Date		% of Budget	Remaining Budget		
							\$ -		0.00%	\$ 50,000.00		
SUBTOTAL AMOUNT DUE						\$ -	NOTES:					
Less: Initial Payment Recovery												
(For DPH Use) Other Adjustments												
NET REIMBURSEMENT						\$ -						

\$ 50,001.00

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

Signature: _____ Date: _____
Title: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory Date

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

7/1/2014
Appendix F
PAGE A (A-5)

Control Number

Contractor: Positive Resource Center

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

Funding Term: 07/01/2014 - 06/30/2015

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M10 JL 14

Cl. Blanket No.: BPHM TBD

User Cd

Cl. PO No.: POHM TBD

Fund Source: County HHS GF - HCPDHIVSVGF

Invoice Period: July 2014

Final Invoice: (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 -- 3 Equal Access To HealthCare Program												
Client Intakes	192	48			-	-	0%	0%	192	48	100%	100%
Client Consults	20	40			-	-	0%	0%	20	40	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 153,647.00	\$ -	\$ -	0.00%	\$ 153,647.00
Fringe Benefits	\$ 36,740.00	\$ -	\$ -	0.00%	\$ 36,740.00
Total Personnel Expenses	\$ 190,387.00	\$ -	\$ -	0.00%	\$ 190,387.00
Operating Expenses					
Occupancy	\$ 60,845.00	\$ -	\$ -	0.00%	\$ 60,845.00
Materials and Supplies	\$ 3,038.00	\$ -	\$ -	0.00%	\$ 3,038.00
General Operating	\$ 7,414.00	\$ -	\$ -	0.00%	\$ 7,414.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Marketing	\$ 150.00	\$ -	\$ -	0.00%	\$ 150.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 71,447.00	\$ -	\$ -	0.00%	\$ 71,447.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 261,834.00	\$ -	\$ -	0.00%	\$ 261,834.00
Indirect Expenses	\$ 23,565.00	\$ -	\$ -	0.00%	\$ 23,565.00
TOTAL EXPENSES	\$ 285,399.00	\$ -	\$ -	0.00%	\$ 285,399.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

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

7/1/2014
Appendix F
PAGE A (A-6)

Control Number

Contractor: Positive Resource Center

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

Funding Term: 09/01/2014 - 02/28/2015

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M11 SE 14

CL Blanket No.: BPHM TBD

User Cd

CL PO No.: POHM TBD

Fund Source: HHS RWPA - PD13 HCHIVHSVSCGR

Invoice Period: September 2014

Final Invoice: (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 - 3 Equal Access To HealthCare Program												
Client Consults	82	165			0.00	0.00	0%	0%	82	165	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 97,496.00	\$ -	\$ -	0.00%	\$ 97,496.00
Fringe Benefits	\$ 23,704.00	\$ -	\$ -	0.00%	\$ 23,704.00
Total Personnel Expenses	\$ 121,200.00	\$ -	\$ -	0.00%	\$ 121,200.00
Operating Expenses					
Occupancy	\$ 36,139.00	\$ -	\$ -	0.00%	\$ 36,139.00
Materials and Supplies	\$ 15,916.00	\$ -	\$ -	0.00%	\$ 15,916.00
General Operating	\$ 8,295.00	\$ -	\$ -	0.00%	\$ 8,295.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
Other: Marketing	\$ 25,000.00	\$ -	\$ -	0.00%	\$ 25,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 100,350.00	\$ -	\$ -	0.00%	\$ 100,350.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 221,550.00	\$ -	\$ -	0.00%	\$ 221,550.00
Indirect Expenses	\$ 19,940.00	\$ -	\$ -	0.00%	\$ 19,940.00
TOTAL EXPENSES	\$ 241,490.00	\$ -	\$ -	0.00%	\$ 241,490.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____
Printed Name: _____
Title: _____

Date: _____
Phone: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2015

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SST Insurance Brokers 446 W. Napa Street Sonoma CA 95476		CONTACT NAME: Jennifer Argo PHONE (A.C. No., Ext.): 707-996-1232 FAX (A.C. No.): 707-996-6655 E-MAIL ADDRESS: jra@sstins.com	
INSURED Positive Resource Center 785 Market St., 10th Floor San Francisco CA 94103		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins. Alliance of Calif INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

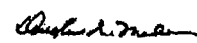
COVERAGES **CERTIFICATE NUMBER: 2004538239** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		201516972NPO	2/3/2015	2/3/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$20,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	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		201516972NPO	2/3/2015	2/3/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		201416972UMBPO	2/3/2015	2/3/2016	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A A	Business Personal Property D&O		CWB001274700 201516972DO	2/3/2015 2/3/2015	2/3/2016 2/3/2016	475,000 1,000,000	1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City and County of San Francisco, its Officers, Agents & Employees are named as Additional Insured

CERTIFICATE HOLDER **CANCELLATION: 30**

City and County of San Francisco-Community Behavioral Health Services Attn: Luciana Garcia, Contract Analyst 1380 Howard Street, Rm. 442 San Francisco CA 94103	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 
--	---





**NONPROFITS
INSURANCE**
ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2015-16972-NPO

NAME OF INSURED: Positive Resource Center

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

POLICY NUMBER: 2015-16972-NPO

NAME OF INSURED: Positive Resource Center

COMMERCIAL AUTO
CA 99 34 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSURED

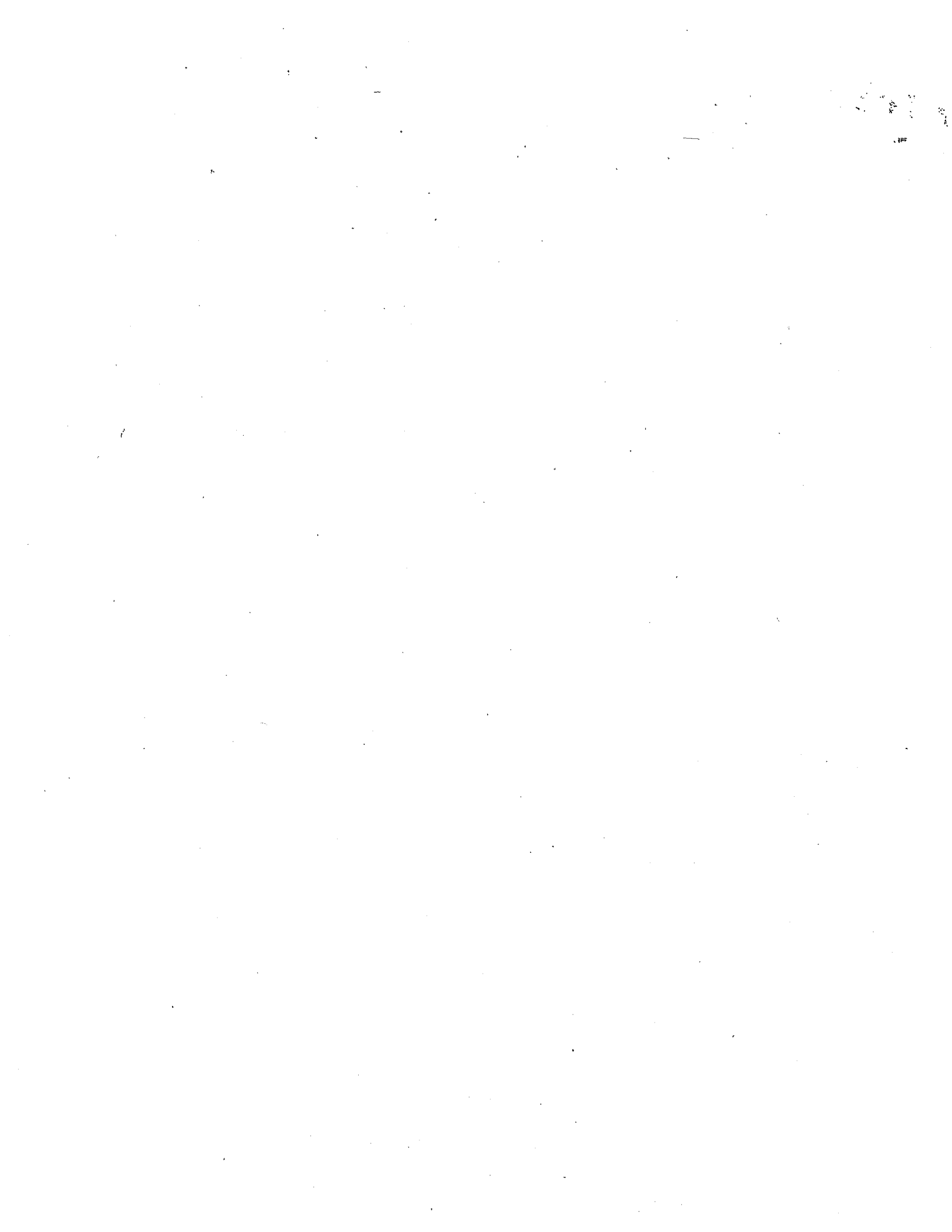
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Who Is An Insured** provision under **Covered Autos Liability Coverage**:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".



**POSITIVE
RESOURCE
CENTER**

785 Market Street, 10th Floor, San Francisco, CA 94103
415/777-0333 • Fax: 415/777-1770
www.positiveresource.org

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Executive Director

Positive Resource Center (PRC) is a community-based 501(c)(3) non-profit whose mission is to assist people affected by or at risk of HIV/AIDS through culturally appropriate counseling, education, training and advocacy. As a result, our clients can make more informed choices that maximize available benefits and employment opportunities.

December 22, 2014

Luciana Garcia
Office of Contract Management & Compliance
Department of Public Health
1380 Howard Street, Room 442
San Francisco, CA 94103

Dear Luciana,

Positive Resource Center (PRC) would like to request a waiver from the Workers Compensation endorsement requirement of a waiver of subrogation.

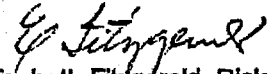
All of PRC's services are provided on site at 785 Market Street in San Francisco.

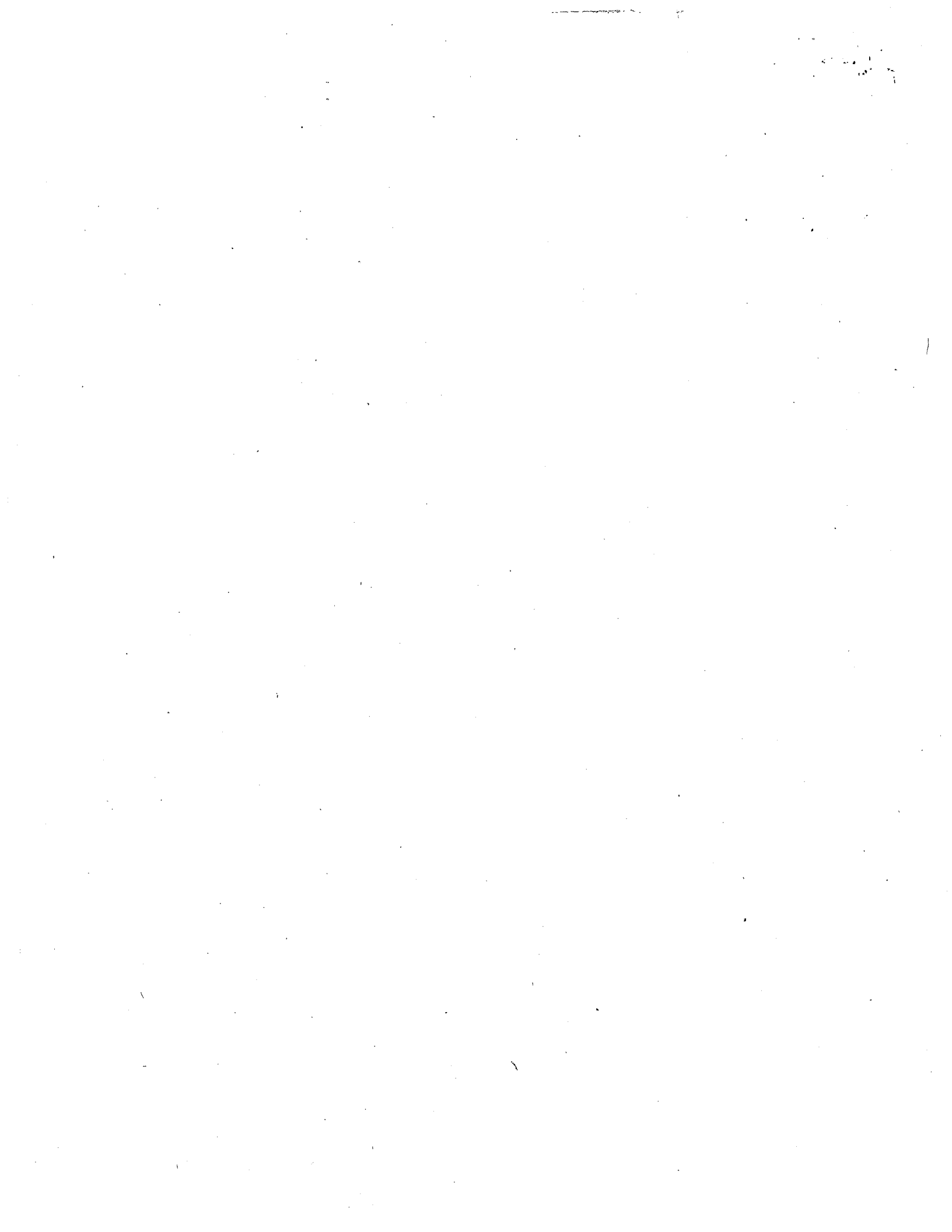
Please don't hesitate to contact me if you should have any other questions or need any further information.

Kind regards,


Brett Andrews
Executive Director

Waiver of Waiver of Subrogation for Workers' Compensation is hereby granted based on above statement.


Elizabeth Fitzgerald, Risk Management
December 30, 2014



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
Positive Resource Center

This Agreement is made this 1st day of October, 2013, in the City and County of San Francisco, State of California, by and between: Positive Resource Center, 785 Market Street, 10th Floor, San Francisco, CA, 94103, 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 Behavioral Health Services, ("Department") wishes to contract for Supplemental Security Income (SSI) linked Medi-Cal Advocacy Services and Benefits Counseling; and,

WHEREAS, a Request for Proposal ("RFP") was issued on July 11, 2013, 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 4152-09/10 on June 10, 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 October 1st, 2013 to June 30th, 2015.

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

- Option 1 July 1, 2015 through June 30, 2016
- Option 2 July 1, 2016 through June 30, 2017
- Option 3 July 1, 2017 through June 30, 2018
- Option 4 July 1, 2018 through June 30, 2019
- Option 5 July 1, 2019 through June 30, 2020
- Option 6 July 1, 2020 through June 30, 2021

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 30th 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 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Two Million Nine Hundred Twenty Four Thousand Six Hundred Fifty Dollars (\$2,924,650). 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:

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|---|---------------------------------------|
| 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:

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| 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 | 56. Severability |
| 18. Liability of City | 57. Protection of private information |
| 24. Proprietary or confidential information of City | 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 Community Behavioral Health Services 1380 Howard Street, 4 th Floor San Francisco, California 94103	FAX: (415) 252-3518 e-mail: luciana.garcia@sfdph.org
And:	Joseph Cecere Community Behavioral Health Services 1380 Howard Street, 5 th Floor San Francisco, California 94103	FAX: (415) 255-3931 e-mail: joseph.cecere@sfdph.org
To CONTRACTOR:	Positive Resource Center 785 Market Street 10th Floor San Francisco, CA 94103	FAX: (415) 777-1770 e-mail: bredda@positiveresource.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 12O 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 12O 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. 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. 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 maybe 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:

Positive Resource Center



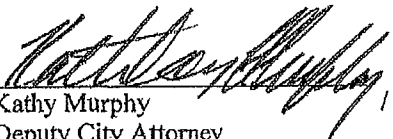
Barbara A. Garcia, MPA
Director of Health / 11/8/13
Date

Approved as to Form:

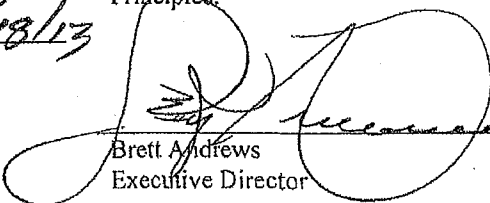
Dennis J. Herrera
City Attorney

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.

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.

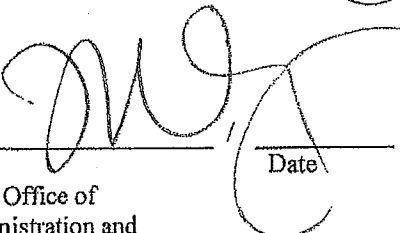
By: 

Kathy Murphy
Deputy City Attorney / 11/13/13
Date



Brett Andrews
Executive Director / 11/8/13
Date

Approved:



Jaci Fong
Director of the Office of
Contract Administration and
Purchaser / _____
Date

City vendor number: 01497

RECEIVED
PURCHASING DEPARTMENT
13 DEC -5 PM 4: 33

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: N/A (Insurance Waiver) Reserved
- D: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution
- H: Private Policy Compliance
- I: Emergency Response
- J: Declaration of Compliance

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

I. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. N/A

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

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

P. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

Q. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

R. Compliance with Community Behavioral Health Services Policies and Procedures

In the provision of SERVICES under CBHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by CBHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

S. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request."

2. **Description of Services**

Detailed description of services are listed below and are attached hereto

Appendix A-1 SSI Advocacy Services and Benefits Counseling

1. **Program Name and Address:** PRC Benefits Counseling Program
 785 Market Street, 10th Floor
 San Francisco, California 94103-2017
 Phone: (415) 777-0333 Facsimile: (415) 777-1770

Program Code: 38H101

2. **Nature of Document:** New

3. **Goal Statement**

The primary goal of the Benefits Counseling Program of Positive Resource Center through this contract is to represent eligible clients who are uninsured, underinsured, or at risk of losing insurance to pursue or maintain SSI/SSDI/CAP and corresponding Medi-Cal/Medicare, thus providing them with improved access to healthcare and the financial means to stabilize their living situation.

4. **Target Population**

Through this contract the program will serve clients of pre-assigned County DPH Mental Health Centers and people living with HIV/AIDS in San Francisco. For clients of DPH mental health sites, emphasis will be on reaching those with open episodes in the mental health system. For people living with HIV/AIDS in San Francisco, priority will be given to those eligible for disability benefits that are unable to work. For both populations, targeted clients will include those that have no income, low or very low incomes as defined by federal poverty standards, people who have time-limited income, and people receiving County Assistance CalWORKs or State Disability Insurance. Clients will be either uninsured, underinsured or at risk of losing public or private health insurance. These populations may include multiple diagnosed people, people who have been incarcerated, people with documented substance use, people who are homeless, single parents, people of color, immigrants, women, and the LGBT community.

5. **Modalities/Interventions**

Client Populations	UOS	UDC
Clients of DPH Mental Health Sites	5,514	386
Clients Receiving Cal WORKs	831	57
People Living with HIV/AIDS (PLWHA)	2,643	326
Total	8,988	769

6. **Methodology**

Outreach, Recruitment, Promotion, and Advertisement

Mental Health referrals, including CalWORKs clients, are made directly to the Benefits Counseling Program by DPH mental health programs that are pre-approved by DPH and PRC. People living with HIV/AIDS are most often referred by DPH funded public health clinics and hospitals, community-based organizations, county agencies and emergency service providers, as well as by individuals from San Francisco communities. The Managing Legal Director and Supervising Attorneys, in addition to benefits staff who have specific language proficiency, will provide training and technical assistance to staff of identified DPH County Mental Health sites and service providers who work with people living with HIV/AIDS on the mode of referral to the program and the disability process. PRC has a history of conducting outreach and trainings to physicians, public health staff, multi-disciplinary teams and other community-based organizations and clinics, and presents at state-wide and national conferences on effective SSI advocacy.

Admission, Enrollment and Intake

Clients of DPH Mental Health Sites and Clients Receiving CalWORKs: DPH staff may identify and refer appropriate clients within the target population. After receiving a designated referral/release form in Spanish, English or Chinese, a PRC benefits staff member may schedule the client with an intake appointment.

People Living with HIV/AIDS: New clients seeking public disability benefits are screened by the benefits staff for program eligibility, and if eligible, are scheduled for an intake appointment after being prioritized for the following issues:

- clients who have no income or will have no income within the next month;
- clients who are currently on County Adult Assistance Program (GA) and are uninsured / underinsured.

Clients of the Benefits Counseling Program will be asked to sign relevant paperwork that may include an Appointment of Representative form, a HIPAA compliant Release of Information form, a copy of PRC's grievance procedure and other documents necessary within the scope of legal representation.

A case is considered opened once the following criteria are met:

- A client has signed an Appointment of Representative form and steps are being taken toward submission of an application for SSI/SSDI/CAPi benefits or work is being done on the case at the Reconsideration or ALJ level of appeal, or
- Representation is being provided to mitigate barriers that impede qualifying for SSI/SSDI benefits or to mitigate barriers that cause SSI/SSDI eligibility to be terminated. Those barriers include Continuing Disability Reviews.

If clients are screened as ineligible for SSI, but eligible for Social Security Disability Insurance or Cash Assistance Program for Immigrants, the Benefits Counseling Program will represent on these issues, as well as facilitate the Medi-Cal application process with clients who meet non-medical eligibility and who have not already filed.

To maximize Medi-Cal coverage for clients and gain up to 3 months coverage prior to the SSI application's protected filing date – or to secure the earliest possible Medi-Cal application dates for clients who are determined eligible for SSDI, but not SSI – Benefits Counseling Program staff will follow the Medi-Cal expansion policies and procedures set forth by DPH after a client files an initial SSI application if the client does not already have a protective filing date for Medi-Cal.

Benefits Counseling Program staff submits an SSI/SSDI Medi-Cal Expansion Cover Letter to the State representative at the Medi-Cal Office housed within the SF Human Services Agency. This occurs after a claimant has had an intake appointment and has signed an Appointment of Representative Form. SSI-linked Medi-Cal Expansion forms are sent to the Medi-Cal Office on a monthly basis for all clients that received an intake during that month.

Service Delivery Model

The principal site of service will be at 785 Market Street, 10th Floor in San Francisco. The program site is ADA compliant, centrally located and easily accessible from MUNI and BART. Office hours are maintained Monday through Friday, from 9:00 AM - 5:00 PM.

The Benefits Counseling Program will represent clients that:

- are at the initial stage of filing for SSI/SSDI/CAPi benefits,
- are filing requests for reconsideration of a previous denial of benefits,
- are filing requests for hearings in front of an Administrative Law Judge,
- have filed a request for review with the Appeals Council, and/or
- have, or are facing benefits cessation at the initial level or above three levels of appeal due to Continuing Disability Reviews.

Exit Criteria and Process

A client's case is considered active as long as Benefits Counseling Program staff is working to gain or maintain benefits for the client. Once a client case is won and all benefits are in effect, Benefits Counseling Program staff advises clients on future issues that may affect benefits. After this final review, the client's file is closed and the client's record is marked as closed in the benefits status database.

A client's case will be closed when the SSI/SSDI/CAPi application is awarded, or client becomes ineligible as follows:

- Client notifies PRC that they have moved out of SF County and the claim is closed.
- Claim is denied and all levels of administrative appeal are exhausted.
- Client has not worked enough to qualify for Social Security Disability Insurance, but their assets disqualify them for Supplemental Security Income or CAPi.
- Client returns to work earning above substantial gainful activity for more than six consecutive months during the first year of alleged disability.
- Clients served under the HSA Work Order must remain active on CalWORKs as defined by the client having his/her CalWORKs application open and passing HSA eligibility test for receiving cash assistance. PRC will stop providing services under the HSA Work Order after the client has not been active in CalWORKs for over two consecutive months.

Benefits Counseling Program staff will notify DPH when a case is closed, in accordance with the Closure Sheet. SSA Notice of Award documents will be submitted minimally to DPH on a bi-weekly basis.

Program Staffing

The Benefits Counseling Program has a Managing Legal Director leading the project, with a team of Supervising Attorneys and Staff Attorneys representing clients. The Managing Legal Director and Supervising Attorneys hire, train, supervise and evaluate the work of the staff, conduct file reviews, research changes in disability benefits laws and regulations, help develop community linkages for the program, present at national conferences and continuing education symposiums, and prepare written materials for both clients and providers. They also act as benefits advocates and hearings representatives when needed. Other Benefits Counseling Program staff includes a Quality Assurance Manager and Legal Assistants. Administrative staff assigned to the contract includes Executive Director, Administrative Director, Front Office Coordinator, IT Manager and Finance Manager.

The Benefits Counseling staff has developed particular expertise working with dual, triple and quadruple diagnosed clients. Staff has extensive expertise in obtaining benefits for disabled clients who also have substance use and/or mental health issues and practices client-centered and harm reduction SSI advocacy. PRC has made it a priority for the agency to remain culturally and linguistically competent in order to ensure that monolingual clients have full access to services. Eight of our Benefits Counseling staff are bicultural and bilingual and provide in-house legal services in Spanish, Cantonese, Vietnamese, Russian and Tagalog.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 13-14.

8. Continuous Quality Improvement

The Benefits Counseling Program abides by the standards of care for services as described in Making the Connection: Standards of Care for Client-Centered Services. The Managing Legal Director trains all new staff at hire using the Benefits Counseling Policy and Procedures Manual which is available on the shared network for ongoing review. Any changes are discussed at Team Meetings. The Managing Legal Director and Supervising Attorneys ensure that staff follows policies and procedures during weekly Supervision Meetings to assure the provision of service delivery.

In order to document progress of client cases, files are created for new clients after an intake with an advocate is completed. File contents are organized into four sections to ensure uniformity: contact logs, administrative paperwork, correspondence, and medical records. The Managing Legal Director and/or Supervising Attorneys review client files as part of weekly supervision meetings when cases are discussed to ensure uniformity, proper organization of data, completion of required forms, progress toward achievement of the benefits plan and evidence of proper follow-up. Indicators for reviewing files include the completion of relevant administrative forms, including an initial or current registration on ARIES, a copy of the Grievance, ADA and Language Access Policies and Procedures, current and up-to-date contact logs, HIPAA compliant releases of information, DPH Notice of HIPAA Privacy Policy, a review of all eligible benefits, a plan to achieve benefits, a Representative form for Social Security, an attorney retainer agreement, relevant correspondence and medical records. During weekly Team Meetings and Case Conferences, advocates bring new intake files, give a brief case synopsis and pass the file around to the team. This further ensures that new client files are in order and appropriate action plans are created.

A Benefits Counseling Database is maintained which documents all clients enrolled and served, including relevant statistical information. When a benefits claim is initiated, information is entered into the Database in order to efficiently track the progress of the claim and create an additional level of quality assurance. The Database tracks filing dates, appeal deadlines, level of appeal, onset date of disability and relevant notes. All active claims/issues are marked as "Active" on the database. When cases are resolved, the award information is entered into the database, including the date of the award, amount obtained and retroactive amount. The Quality Assurance Manager is responsible for monitoring the Database, tracking claims, procuring and submitting documentation, reporting outcomes through spreadsheet development, ensuring that files are properly closed out and maintaining efficient and effective protocol to ensure compliance with contract objectives and legal duties.

Applicable DPH Privacy Policies are integrated into the program's adopted, approved and implemented policies and procedures. All required documentation for auditing is maintained and up-to-date, and all record-keeping complies with the timeline required by DPH and is submitted as follows:

Type of Documentation / Information	Timelines / Due Dates
I. SSI/SSDI Medi-Cal Expansion Forms and/or SSI/SSDI Cover Letters to Medi-Cal Office	I. By the end of each month for all clients that received an intake during that month
II. Closure Sheets to Medi-Cal Office	II. Monthly, as received and processed
III. SSA Award Letters to Medi-Cal Office	III. Monthly, as received and processed
IV. Contract Documents (App A and App B) to SFDPH Contract Development and Technical Assistance (CDTA) Unit	IV. Will comply with SFDPH deadlines
V. DPH Declaration of Compliance and Required Reports	V. As specified by the SFDPH Business Office Contract Compliance (BOCC) Unit
VI. DPH Contract Performance Tracking Report: A. Monitoring Protocol Response B. Client Demographics	VI. Will comply with SFDPH System of Care and BOCC requirements for reporting as requested

Although the Benefits Counseling Program is not funded with Ryan White dollars, PRC collects and submits unduplicated client and services data through the DPH HIV Client and Services Database for the Ryan White eligible HIV/AIDS clients served through DPH funds. PRC complies with HIV Health Services (HHS) policies and procedures for collecting and maintaining timely, complete and accurate unduplicated client and service information in the Database. New client registration data is entered within 48 hours or two working days after data is collected. Service data for the preceding month, including units of service, is entered by the 15th working day of each month. The deliverables are consistent with the information that is submitted to the appropriate DPH Budget and Finance section on the "Monthly Statements of Deliverables and Invoice."

Continuous staff training through continuing legal education, in-services and attendance at community workshops ensures program staff is aware of the latest information and tools for effectively advocating on behalf of clients. The Agency's cultural and linguistic competency will continue to improve through sending staff to trainings covering cultural competency issues relevant to underserved communities, hosting in-service presentations by agencies serving specific populations, providing outreach to agencies that serve targeted clients, and attending City sponsored cultural competency trainings whenever available. Benefits Counseling Program staff conduct cross training during weekly team meetings in areas which individuals have developed particular expertise.

Client Satisfaction Surveys are mechanisms used for identifying areas for quality improvement. Clients receive a Client Satisfaction Survey by mail four months after intake. In addition, surveys are displayed in each staff's office for clients to pick up, complete and anonymously drop in a box in the lobby. The survey tracks satisfaction with overall services, courtesy, accuracy and helpfulness of information, confidentiality, and cultural competency, and also gives clients an opportunity to submit written comments and suggest changes they would like to see. We particularly invite clients to give us feedback on areas where they feel we could improve. The Front Office Coordinator collects and tallies all completed surveys on a monthly basis for submission to the Managing Legal Director. Results of the surveys are analyzed by the Managing Legal Director and discussed with the Executive Director. The Managing Legal Director shares pertinent information gathered from the client satisfaction surveys as needed at weekly team meetings in order to continue to deliver state-of-the-art benefits advocacy.

The Managing Legal Director or Supervisors evaluate the performance of Program staff that they supervise after the completion of an initial 90-day probationary period and annually thereafter and record the findings of these evaluations in confidential personnel folders maintained for each staff member. The Executive Director reviews all performance evaluations before they are finalized.

Results of all quality improvement activities are discussed with Benefits Counseling Program staff at team meetings and case conferences to determine any program changes that could improve client services. The Executive Director and Managing Legal Director meet on a twice monthly basis to discuss program protocols, the need for any changes based upon client and provider feedback or staff recommendations, or possible program design or methodology changes needed to meet program objectives. The Managing Legal Director submits a written report to the Board of Directors prior to Board meetings summarizing advocacy results, programmatic changes and progress towards outcome and process objectives.

Appendix B Calculation of Charges

I. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

2. Program Budgets and Final Invoice

A. Program Budget is listed below and is attached hereto.

Appendix B-1 SSI Advocacy Services and Benefits Counseling

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Two Million Nine Hundred Twenty Four Thousand Six Hundred Fifty Dollars (\$2,924,650) for the period of October 1, 2013 through June 30, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, \$313,355 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

October 1, 2013 through June 30, 2014	\$1,120,187
July 1, 2014 through June 30, 2015	\$1,491,108
Total	<u>\$2,611,295</u>
contingency	<u>\$313,355</u>
total	\$2,924,650

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

C. CONTRACTOR agrees to comply with its Budget as shown in 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. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

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

FY 13-14 CBHS BUDGET DOCUMENTS

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH):	01695	Preparer:	Matthew Bandlera/415.972.0823	FY 2013-14
DHCS Legal Entity Name (MH):	Positive Resource Center			10/1/13
Contract CMS # (CDTA use only):	7383			
Contract Appendix Number:	B-1	B-1		
Appendix A/Program Name:	SSI Advocacy Benefits Counseling	HIV SSI Advocacy Benefits Counseling		
Provider Number	38H1	N/A		
Program Code(s)	38H101	N/A		
FUNDING TERM:	10/01/13 - 06/30/14	10/01/13 - 06/30/14		TOTAL
FUNDING USES				
Salaries & Employee Benefits:	\$ 573,347	\$ 238,892		\$ 812,239
Operating Expenses:	\$ 132,657	\$ 55,272		\$ 187,929
Subtotal Direct Expenses:	\$ 706,004	\$ 294,164		\$ 1,000,168
Indirect Expenses:	\$ 84,719	\$ 35,301		\$ 120,020
Indirect %:	12%	12%		12%
TOTAL FUNDING USES	\$ 790,723	\$ 329,465		\$ 1,120,188
			Employee Fringe Benefits %:	24%
CBHS MENTAL HEALTH FUNDING SOURCES				
MH WORK ORDER - Human Services Agency	\$ 673,868			\$ 673,868
MH WORK ORDER - CALWORKS	\$ 101,351			\$ 101,351
County General Fund WO - CODB	\$ 15,504			\$ 15,504
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	\$ 790,723			\$ 790,723
OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES				
AIDS - COUNTY HHS GF - HCHPDHIVSVGF		\$ 329,465		\$ 329,465
TOTAL OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES		\$ 329,465		\$ 329,465
TOTAL DPH FUNDING SOURCES	\$ 790,723	\$ 329,465		\$ 1,120,188
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -		\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 790,723	\$ 329,465		\$ 1,120,188

FY 13-14 CBHS BUDGET DOCUMENTS
DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Name (MH): Positive Resource Center (Non Avatar User)			Appendix B-1, Page 1	
Provider Name: SSI Advocacy / Benefits Counseling Program			10/01/13	
Provider Number: 38H1			FY 2013-14	
Program Name:	SSI Advocacy Benefits Counseling	SSI Advocacy Benefits Counseling		
Program Code	38H101	N/A		
Mode/SFC (MH) or Modality (SA)	60/78	N/A		
Service Description:	Other Non-MediCal Client Support Exp	HIV Benefits Counseling		TOTAL
FUNDING TERM:	10/01/13-6/30/14	10/01/13-6/30/14		
FUNDING USES				
Salaries & Employee Benefits:	\$ 573,347	\$ 238,892	\$	812,239
Operating Expenses:	\$ 132,657	\$ 55,272	\$	187,929
Subtotal Direct Expenses:	\$ 706,004	\$ 294,164	\$	1,000,168
Indirect Expenses:	\$ 84,719	\$ 35,301	\$	120,020
TOTAL FUNDING USES:	\$ 790,723	\$ 329,465	\$	1,120,188
CBHS MENTAL HEALTH FUNDING SOURCES				
	Index Code/Project Detail			
MH WORK ORDER - Human Services Agency	HMHMHAPRCWO	\$ 673,868		\$ 673,868
MH WORK ORDER - CALWORKS	HMHM-CALW-BH	\$ 101,351		\$ 101,351
County General Fund WO - CODB	HMHMCC730515	\$ 15,504		\$ 15,504
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		\$ 790,723		\$ 790,723
OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES				
	Index Code/Project Detail			
AIDS - COUNTY HHS GF - HCHPDHIVSVGF	HCHIVSVCSWO		\$ 323,004	\$ 323,004
AIDS - COUNTY HHS GF - HCHPDHIVSVGF	HCHIVSVCGF		\$ 6,460	\$ 6,460
TOTAL OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES			\$ 329,464	\$ 329,464
TOTAL DPH FUNDING SOURCES		\$ 790,723	\$ 329,464	\$ 1,120,187
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 790,723	\$ 329,464	\$ 1,120,187
Fee-For-Service (FFS):	FFS	FFS		FFS
DPH Units of Service:	6,345	2,643		8,988
Unit Type:	Hours	Hours		Hours
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	124.62	124.66		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	124.62	124.66		
Unduplicated Clients (UDC):	443	326		769

FY 13-14 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 38H101

Appendix B-1, Page 2

Program Name: SSI Advocacy Benefits Counseling

Document Date: 10/1/13

	TOTAL		MH Work Order - HSA		CALWORKS		Work Order - HSA (HIV)	
	10/01/13 - 6/30/14		10/01/13 - 6/30/14		10/01/13 - 6/30/14		10/01/13 - 6/30/14	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Managing Legal Director	0.80	\$ 56,806	0.49	\$ 34,856	0.07	\$ 5,242	0.24	\$ 16,708
Supervising Attorneys	1.62	\$ 84,718	0.99	\$ 51,983	0.15	\$ 7,818	0.48	\$ 24,917
Attorneys	6.48	\$ 308,348	3.97	\$ 189,202	0.60	\$ 28,456	1.91	\$ 90,690
Quality Assurance Manager/Senior Bilingual Benefits Advocate	0.81	\$ 42,359	0.50	\$ 25,992	0.07	\$ 3,909	0.24	\$ 12,458
Legal Assistants	3.18	\$ 115,735	1.95	\$ 71,015	0.29	\$ 10,681	0.94	\$ 34,039
Front Office Coordinator	0.60	\$ 19,656	0.36	\$ 12,061	0.06	\$ 1,814	0.18	\$ 5,781
Data Entry Coordinator	0.50	\$ 26,143	0.30	\$ 16,041	0.05	\$ 2,413	0.15	\$ 7,689
Totals:	13.99	\$ 653,765	8.56	\$ 401,150	1.29	\$ 60,333	4.14	\$ 192,282
Employee Fringe Benefits:	24%	\$ 158,474	24%	\$ 97,239	24%	\$ 14,625	24%	\$ 46,610
TOTAL SALARIES & BENEFITS		\$ 812,239		\$ 498,389		\$ 74,958		\$ 238,892

FY 13-14 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 38H101

Appendix B-1, Page 3

Program Name: SSI Advocacy Benefits Counseling

Document Date: 10/1/13

Expenditure Category	TOTAL	Mental Health Work Order - HSA	CALWORKS	HIV Work Order - HSA	
	10/01/13 - 06/30/14	10/01/13 - 06/30/14	10/01/13 - 06/30/14	10/01/13 - 06/30/14	
Occupancy:					
Rent	\$ 146,770	\$ 90,058	\$ 13,545	\$ 43,167	
Utilities(telephone, electricity, water, gas)	\$ 3,102	\$ 1,904	\$ 286	\$ 912	
Materials & Supplies:					
Office Supplies	\$ 5,729	\$ 3,515	\$ 529	\$ 1,685	
Printing	\$ 2,145	\$ 1,316	\$ 198	\$ 631	
General Operating:					
Training/Staff Development	\$ 7,000	\$ 4,295	\$ 646	\$ 2,059	
Insurance	\$ 8,187	\$ 5,023	\$ 756	\$ 2,408	
Professional License	\$ 3,000	\$ 1,841	\$ 277	\$ 882	
Equipment Lease & Maintenance	\$ 11,446	\$ 7,024	\$ 1,056	\$ 3,366	
Other:					
Interpreters	\$ 550	\$ 337	\$ 51	\$ 162	
TOTAL OPERATING EXPENSE	\$ 187,929	\$ 115,313	\$ 17,344	\$ 55,272	

BUDGET JUSTIFICATION

Contract Name	Prostate Resource Center			
Contract Dates	10/01/13-06/30/14			
Funding Source	HSA Work Order, GF, CAIWorks, HIV Health Svcs Work Order			
1) SALARIES & BENEFITS:				
Staff Position 1	Managing Legal Director			
Description:	Provides program oversight and supervises daily delivery of benefits advocacy and representation.			
Min Qualifications:	Active member of the CA State Bar. Mgmt, supervision and training experience; advanced skills in one-on-one benefits advocacy and representation, mental health issues, HIV/AIDS, & state, federal laws regarding disability benefits.			
Annual Salary:	\$ 64,678.67	x FTE: 0.50	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 56,806
Staff Position 2	Supervising Attorneys			
Description:	Provide supervision to Staff Attorneys & Advocates; advocacy and legal representation to clients applying for benefits.			
Min Qualifications:	Active member of the CA State Bar. Demonstrated ability in mgmt, supervision and training, advanced skills in one-on-one benefits advocacy & representation, mental health issues, HIV/AIDS, & state, federal laws regarding disability benefits.			
Annual Salary:	\$ 66,726.75	x FTE: 1.62	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 84,718
Staff Position 3	Staff Attorneys			
Description:	Provide advocacy and legal representation to clients applying for benefits.			
Min Qualifications:	Active member of the CA State Bar.			
Annual Salary:	\$ 65,446.09	x FTE: 6.48	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 308,346
Staff Position 4	Quality Assistance Manager/Senior Bilingual Benefits Advocate			
Description:	Responsible for contract compliance, reporting and oversight; provides advocacy to clients applying for benefits.			
Min Qualifications:	Strong organizational, coordinating and computer skills; advanced skills in one-on-one benefits advocacy, mental health issues, HIV/AIDS, and state and federal laws regarding disability benefits.			
Annual Salary:	\$ 69,725.75	x FTE: 0.61	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 42,359
Staff Position 5	Legal Assistants			
Description:	Provide support for the Benefits Counseling Program.			
Min Qualifications:	BA and/or experience in legal assistance combined with administrative and computer skills.			
Annual Salary:	\$ 48,526.21	x FTE: 3.16	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 116,735
Staff Position 6	Front Office Coordinator			
Description:	Manages front office, coordinates client reception, screening & referral, recruits, trains & supervises agency volunteers.			
Min Qualifications:	Administrative & reception experience, experience managing volunteers and/or providing client screening & referral, computer skills in MS Office.			
Annual Salary:	\$ 45,650.00	x FTE: 0.50	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 19,555
Staff Position 7	Data Entry Coordinator			
Description:	Responsible for database administration.			
Min Qualifications:	Experience with Microsoft SQL Server, Microsoft Access and Visual Basic.			
Annual Salary:	\$ 85,714.67	x FTE: 0.50	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 26,143
Total FTE:		12.99		Total Salaries: \$ 653,765
			Fringe Benefit %: 24.24%	\$ 158,474
Social Security, Worker's Compensation, Health Benefits, Unemployment, State and Federal Taxes				
				TOTAL SALARIES & BENEFITS: \$ 812,239
Occupancy:				
Description:	Office-785 Market STREET	\$1,186.67/mo x 13.99 FTE charged to contract x 9 mos. =	\$	146,770
Description:	Phone & Internet UTILITIES	\$24.64/mo x 13.99 FTE charged to contract x 9 mos. =	\$	3,102
				Total Occupancy: \$ 149,872
Materials & Supplies:				
Description:	POSTAGE & OFFICE SUPPLIES	\$45.50/mo x 13.99 FTE charged to contract x 9 mos. =	\$	5,729
Description:	PRINTING / REPRODUCTION	\$17.84/mo x 13.99 FTE charged to contract x 9 mos. =	\$	2,145
				Total Materials & Supplies: \$ 7,874
General Operating:				
Description:	Continuing Legal Ed. per statute (conference fees) TRAINING / DEVELOPMENT	Approx \$786.52 x 6.0 FTE attorneys =	\$	7,000
Description:	General liability, property coverage, professional liability INSURANCE	\$85.02/mo x 13.99 FTE charged to contract x 9 mos. =	\$	8,187
Description:	Bar dues, license fees for attorneys PROFESSIONAL LICENSE	Approx \$337.00 x 6.9 FTE attorneys =	\$	3,000
Description:	Lease copy machines, phone system & postage meter EQUIPMENT RENTAL	890.61/mo x 13.99 FTE charged to contract x 9 mos. =	\$	11,446
				Total General Operating: \$ 29,633
Other:				
Description:	Interpreters	Actual Direct Program Expense =	\$	550
				Total Other: \$ 550
				TOTAL OPERATING EXPENSES: \$ 187,929
				TOTAL DIRECT COSTS: \$ 1,000,168
INDIRECT COSTS				
Staff Position 1:	Executive Director			
Description:	Oversees admin, program development, fund develop and policy develop; ensures compliance with state and fed regulations; works with community leaders to increase resources for and visibility of PRIC; acts as chief spokesperson for the organization.			
Min Qualifications:	BA experience with increased responsibility in nonprofit management.			
Annual Salary:	\$ 147,534.00	x FTE: 0.30	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 33,266
Staff Position 2:	Administrative Director			
Description:	Directs daily administration of agency including personnel management, contract management and fiscal management.			
Min Qualifications:	BA and experience in nonprofit administration.			
Annual Salary:	\$ 90,190.00	x FTE: 0.50	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 33,824
Staff Position 3:	Information Technology Manager			
Description:	Responsible for database development and admin, system and network admin, and website develop and admin.			
Min Qualifications:	Experience with Microsoft SQL Server, Access and Visual Basic, Ethernet and TCP/IP networks, and Microsoft operating systems.			
Annual Salary:	\$ 68,715.00	x FTE: 0.68	x Months per Year: 9	Annualized (if less than 12 months): 0.75
				Total: \$ 4,233
Staff Position 4:	Finance Assistant			
Description:	Responsible for bookkeeping, accounting and reporting.			
Min Qualifications:	Two years experience with nonprofit accounting.			
Annual Salary:	\$ 45,060.00	x FTE: 0.50	x Months per Year: 6	Annualized (if less than 12 months): 0.50
				Total: \$ 11,250
Total FTE:		1.38		Total Indirect Salaries: \$ 82,512
Benefits (Social Security, Work Comp, Health, Unemploy, State and Fed Taxes)				
			25%:	\$ 20,628
				Total Indirect Salaries and Benefits: \$ 103,141
				Total Indirect General Operating: \$ 16,819
			(10.7%) TOTAL INDIRECT COSTS:	\$ 120,020
				TOTAL EXPENSES: \$ 1,120,188
Indirect Contract FTE (1.38) / Total Agency FTE (27.5) x Total Agency Shared Operating Exp of \$338,356				

DPH 7: Contract-Wide Indirect Detail		
Contractor Name	Positive Resource Center	
Document Date:	10/07/13	
Fiscal Year:	2013-14	
1. SALARIES & BENEFITS		
Position Title	FTE	Salaries
Executive Director	0.30	\$ 33,206
Administrative Director	0.50	\$ 33,824
Information Technology Manager	0.08	\$ 4,233
Finance Assistant	0.50	\$ 11,250
Total Indirect Salaries	1.38	\$ 82,513
EMPLOYEE FRINGE BENEFITS	25%	\$ 20,628
TOTAL INDIRECT SALARIES & BENEFITS		\$ 103,141
2. OPERATING COSTS		
Expenditure Category	Amount	
Rental of Property	\$ 14,488	
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 301	
Office Supplies, Postage	\$ 339	
Printing and Reproduction	\$ 113	
Insurance	\$ 508	
Rental of Equipment	\$ 1,130	
TOTAL OPERATING COSTS	\$ 16,879	
TOTAL INDIRECT COSTS	\$ 120,020	
<i>(Salaries & Benefits + Operating Costs)</i>		

**Appendix C
Insurance Waiver**

RESERVED

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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".

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:

I. 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 Section's 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
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

Contractor: Positive Resource Center

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

Tel No.: (415) 777-0333

Contract Term: 10/01/2013 - 06/30/2014

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M01 OC 3

Cl. Blanket No.: BPHM TBD

Cl. PO No.: POHM TBD

Fund Source: MH Work Order - CALWORKS

Invoice Period: October 2013

Final Invoice: (Check if Yes)

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for ADS Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (M-F-C)	Total Contracted :		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UCS	CLIENTS	UCS	CLIENTS			UCS	CLIENTS	UCS	CLIENTS		
B-1 SSI Advocacy/ Benefits Counseling PC# - 38H101 - HMHM-CALWBH												
80/ 78 Other Non Medi-Cal Client Support Svcs	813				\$ 124.62	\$ -	0.000		0.00%		813.000	
TOTAL	813		0.000				0.000		0.00%		813.000	
	Budget Amount				\$ 101,351.00			Expenses To Date	% of Budget		Remaining Budget	
								\$ -	0.00%		\$ 101,351.00	

\$ 101,316.06

SUBTOTAL AMOUNT DUE \$
 Less: Initial Payment Recovery
 (For DPH Use) Other Adjustments
 NET REIMBURSEMENT \$

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to:
 Community Programs Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

[]

INVOICE NUMBER: M05 OC 3

Contractor: Positive Resource Center

Cl. Blanket No - RPHM: TBD

Address: 785 Market St, 10th Floor, San Francisco, CA 94103

CBHS

Cl. ID# No - DPH: TBD

Tel No: (415) 777-0333

Fund Source: MH Work Order - 415

Invoice Period: October 2013

Contract Term: 10/01/2013 - 06/30/2014

Final Invoice: (Check if Yes)

PHP Division: Community Behavioral Health Services

ACE Control Number: []

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
-----------------------------------	------------------------------	-----------------------------------	-------------------------------	------------------------	------------------------------------

Unduplicated Clients for AIDS Use Only

DELIVERABLES Program Name/Rep'tg. Unit Modality/Code # - Svc Func (MOW)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 SSI Advocacy Benefits Counseling PC# - 38H101 - HMMHAPRCWO												
80/78 Other Non Medi-Cal Client Support Svcs	5,532				\$ 124.62	\$ -	0.000		0.00%		5,532.000	
TOTAL	5,532		0.000				0.000		0.00%		5,532.000	

889,357.84

Budget Amount	\$ 889,372.00	Expense To Date	\$ -	% of Budget	0.00%	Remaining Budget	\$ 889,372.00
---------------	---------------	-----------------	------	-------------	-------	------------------	---------------

SUBTOTAL AMOUNT DUE	\$ -	NOTES:
Less: Initial Payment Recovery		HMMHAPRCWO - \$673,869.00
[Per DPH Use] Other Adjustments		GF WO - CODE - \$15,604.00
NET REIMBURSEMENT	\$ -	

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

Signature: _____
 Title: _____

Date: _____

Send to:
 Community Programs Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory

 Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

INVOICE NUMBER:

Contractor: Positive Resource Center
 Address: 785 Market St 10th Floor San Francisco CA 94103
 Tel No: (415) 777-0030

CBHS

CLBlanket No: BPHM

CL PO No: POHM

Fund Source:

Invoice Period:

Final Invoice: (Check if Yes)

Contract Term: 10/01/2013 - 06/30/2014

PHP Division: Community Behavioral Health Services

ACE Control Number:

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (Mtr only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 SSI Advocacy Benefits Counseling - HCHIVHSVCSWO												
HIV Benefits Counseling	2,591				\$ 124.66	\$ -	0.000		0.00%		2,591.000	
TOTAL	2,591		0.000				0.000		0.00%		2,591.000	
	Budget Amount				\$ 323,004.00		Expenses To Date		% of Budget		Remaining Budget	
							\$ -		0.00%		\$ 323,004.00	

\$ 322,994.06

SUBTOTAL AMOUNT DUE \$ -
 Less: Initial Payment Recovery
 (For DPH Use) Other Adjustments
NET REIMBURSEMENT \$ -

NOTES:

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

Signature: _____
 Title: _____

Date: _____

Send to:
 Community Programs Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory

 Date

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. 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.

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.

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. 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

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 I

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 J

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2013

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SST Insurance Brokers 446 W. Napa Street Sonoma CA 95476	CONTACT NAME: Jennifer Argo PHONE (A/C No. Ext): 707-996-1232 FAX (A/C No.): 707-996-6655 E-MAIL ADDRESS: jra@sstins.com PRODUCER CUSTOMER ID #: POST
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Positive Resource Center 785 Market St., 10th Floor San Francisco CA 94103	

COVERAGES CERTIFICATE NUMBER: 1891482879 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input 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	Y	16606102B28813	2/3/2013	2/3/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	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		I6606102B28813	2/3/2013	2/3/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000		CUP0463Y302013	2/3/2013	2/3/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property		I6606102B28813	2/3/2013	2/3/2014	Business Pers Prop \$475,000
A	Directors & Officers Liab		105740226	2/3/2012	2/3/2014	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City and County of San Francisco, its Officers, Agents & Employees are named as Additional Insured.

CERTIFICATE HOLDER City and County of San Francisco/William Gaitán Contracts Mgt Unit, SF Dept of Public Health 101 Grove Street, Room 402 San Francisco CA 94102	CANCELLATION 30 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
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2013

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CAN Insurance Services P.O. Box 640 Capitola CA 95010-	CONTACT NAME: Coryn Gardiner
	PHONE (A/C, No., Ext): (831) 824-5017 FAX (A/C, No.): (831) 824-5057 E-MAIL: coryn@cal-insurance.org ADDRESS: coryn@cal-insurance.org PRODUCER CUSTOMER ID #:
INSURED Positive Resource Center 785 Market Street, 10th Floor San Francisco CA 94103-	INSURER(S) AFFORDING COVERAGE INSURER A: State Compensation Ins. Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	ISUBR WVG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR				///	///	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				///	///	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$				///	///	EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9064908-2013	08/01/2013	08/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER () Luciana Garcia City and County of San Francisco Comm Behavioral Health Service 1380 Howard St. Room 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2013

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SST Insurance Brokers 446 W. Napa Street Sonoma CA 95476	CONTACT NAME: Jennifer Argo		
	PHONE (A/C, No, Ext): 707-996-1232	FAX (A/C, No): 707-996-6655	
E-MAIL ADDRESS: jra@sstins.com			
PRODUCER CUSTOMER ID #: POSIT			
INSURED Positive Resource Center 785 Market St., 10th Floor San Francisco CA 94103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 746536192 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability		105740226	2/3/2012	2/3/2014	1,000,000 5,000 Deductible

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

The City and County of San Francisco, its Officers, Agents & Employees are named as Additional Insured

CERTIFICATE HOLDER

CANCELLATION 30

City and County of San Francisco/William Gaitán Contracts Mgt Unit, SF Dept of Public Health 101 Grove Street, Room 402 San Francisco CA 94102	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 <i>William Gaitán</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

CHARITY FIRST – AMENDMENT OF COVERAGE - WHO IS AN INSURED

This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART AND Commercial Automobile, Non-Owned & Hired

SCHEDULE

Name of Person Or Organization (Additional Insured):

City and County of San Francisco, its officers, agents, employees and Members of commissions
CBHS DPH Contracts Office
101 Grove Street, #402
San Francisco, CA 94102

Designation of Premises (Part Leased to You)

WHO IS AN INSURED (Section II) is amended to
included as an insured:

- A. Your members and volunteers but only with
Respect to their liability for your activities or
activities they perform on your behalf;
- B. Your trustees or members of the board of gover-
nors while acting within the scope of their duties
as such on your behalf; and
- C. Person(s) or organization(s), whether or not
Shown in the Schedule above, but only with
respect to their liability arising out of:
 - 1. Their financial control over you;
 - 2. Their requirements for certain performance
Place upon you, as a non-profit organization,

in consideration for funding or financial
contributions you receive from them;

- 3. The ownership, maintenance or use of that
part of a premises leased to you; or
- 4. "Your work" for that insured by or for you.
As respects Part C.3. above, this insurance does
not apply to:
 - (a.) Structural alterations, new construction
or demolition operations performed by
or on behalf of the person(s) or organiza-
tion(s); or
 - (b) Any "occurrence" which takes place after
you cease to be a tenant in that
premises.



City and County of San Francisco

San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

March 27, 2017

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

RECEIVED
BOARD OF SUPERVISORS
2017 MAR 27 AM 10:39
AK

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of the extension of the Department of Public Health's contract with the Positive Resource Center. This contract amendment requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- o Resolution for the third amendment
- o Proposed third amendment
- o Copy of first amendment
- o Copy original agreement
- o Forms SFEC-126 for the Board of Supervisors and Mayor

For questions on this matter, please contact:

Michelle Ruggels, Director
Business Office
Department of Public Health
(415) 255-3404
Michelle.Ruggels@SFDPH.org

Jacque Hale, Director
Office of Contract Management and Compliance
Business Office
Department of Public Health
(415) 554-2609/255-3508
Jacque.Hale@SFDPH.org

Thank you for your time and consideration.

Sincerely,

Jacque Hale
Director, Office of Contracts Management and Compliance
DPH Business Office

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 ~

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

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

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Positive Resource Center	
<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) David Stith, President; Kent M. Roger, Esq., Vice President; Michael Monagle, Esq., Secretary; Bill Matheson, Esq., Treasurer; Larry Bolton, R.N.; Jacques Michaels. 2) Brett Andrews, Chief Executive Officer; Sergio Perez, Chief Financial Officer; Joe Tuohy, Chief Operating Officer 3) non-profit organization 4) none 5) none</p>	
Contractor address: 785 Market Street, 10 th Floor, San Francisco, CA 94103	
Date that contract was approved:	Amount of contract: \$10,744,447
Describe the nature of the contract that was approved: Behavioral health services	
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

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number (415) 554-5184
Address: Room 244, 1 Dr. Carlton B. Goodlett Place, 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