

File No. 210449

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 11, 2021

Board of Supervisors Meeting:

Date: _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER

- _____
- _____
- _____
- _____
- _____

Prepared by: John Carroll

Date: June 4, 2021

Prepared by: John Carroll

Date: _____

Prepared by: John Carroll

Date: _____

1 [Contract Amendment - HealthRIGHT 360 - COVID-19 Isolation and Quarantine Services -
2 Not to Exceed \$21,767,146]

3 **Resolution approving Amendment No. 1 to the agreement between HealthRIGHT 360**
4 **and the Department of Public Health to operate isolation and quarantine sites**
5 **delivering behavioral health, nursing and medical support services for people who test**
6 **positive for COVID-19 and others who are under investigation for COVID-19 infection,**
7 **to increase the agreement by \$11,989,390 for an amount not to exceed \$21,767,146; and**
8 **to extend the term by one year from July 1, 2021, through June 30, 2022, for a total**
9 **agreement term of October 1, 2020, through June 30, 2022.**

10
11 WHEREAS, As part of the City's response to the COVID-19 pandemic, the Department
12 of Homelessness and Supportive Housing conducted a competitive solicitation in July 2020 in
13 which the City selected HealthRIGHT 360 as a qualified scorer; and

14 WHEREAS, The Department of Public Health (DPH) subsequently selected
15 HealthRIGHT 360 to operate isolation and quarantine sites delivering behavioral health,
16 nursing and medical support services for people who test positive for COVID-19 and others
17 who are under investigation for COVID-19 infection; and

18 WHEREAS, DPH entered into an agreement with HealthRIGHT 360 to provide these
19 services for nine months, October 1, 2020, through June 30, 2021, for an amount not to
20 exceed \$9,777,756; and

21 WHEREAS, In response to the City's continued response to the COVID-19 pandemic,
22 the Department of Public Health wishes to continue to provide these services for one
23 additional year, extending the term of the agreement through June 30, 2022, and increasing
24 the total amount of the agreement not to exceed \$21,767,146; and

25

1 WHEREAS, Section 9.118 of the San Francisco Charter requires approval of the Board
2 of Supervisors for contracts requiring anticipated expenditures exceeding \$10 million; now,
3 therefore, be it

4 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public
5 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the
6 City and County of San Francisco, to execute Amendment No. 1 to the agreement with
7 HealthRIGHT 360 to operate isolation and quarantine sites delivering behavioral health,
8 nursing and medical support services for people who test positive for COVID-19 and others
9 who are under investigation for COVID-19 infection, for an amount not to exceed
10 \$21,767,146, for a total agreement term of October 1, 2020, through June 30, 2022; and, be it

11 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of
12 Public Health to enter into any amendments or modifications to the contract, prior to its final
13 execution by all parties, that the Department determines, in consultation with the City
14 Attorney, are in the best interests of the City, do not otherwise materially increase the
15 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of
16 the contract, and are in compliance with all applicable laws; and, be it

17 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed
18 by all parties, the Director of Health and/or the Director of the Office of Contract
19 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion
20 into the official File No. 210449.

21
22 RECOMMENDED
23 /s/ _____
24 Dr. Grant Colfax
25 Director of Health

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

June 4, 2021

TO: Government Audit and Oversight Committee

FROM: Budget and Legislative Analyst



SUBJECT: June 11, 2021 Special Government Audit and Oversight Committee Meeting

TABLE OF CONTENTS

Item	File	Page
4	21-0449 Contract Amendment - HealthRIGHT 360 - COVID-19 Isolation and Quarantine Services - Not to Exceed \$21,767,146	1
5 & 6	21-0413 Agreement - Medline Industries, Inc. - Bulk Medical Supplies Distribution Services - Not to Exceed \$115,072,061 21-0414 Agreement - Medline Industries, Inc. - Low Unit of Measure Medical Supplies Distribution Services - Not to Exceed \$178,218,296.....	4
7	21-0610 Grant Agreement Amendment - St. Vincent de Paul Society of San Francisco - Division Circle Navigation Center - Not to Exceed \$40,038,573	9
8	21-0482 Lease Agreement - New Cingular Wireless PCS, LLC (d.b.a. AT&T) - Cellular Service Partner Lease - Base Rent of \$2,400,000 for Year 1 - One-Time Reimbursement Payment to City of \$28,600,000	13

Item 4 File 21-0449	Department: Department of Public Health (DPH)
EXECUTIVE SUMMARY	
<p>Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve Amendment No. 1 to the COVID-19 isolation and quarantine services contract between the Department of Public Health (DPH) and HealthRIGHT 360, extending the contract term by one year through June 2022, and increasing the not-to-exceed amount of the contract by \$11,989,390, for a total not to exceed \$21,767,146. <p>Key Points</p> <ul style="list-style-type: none"> • Following a Request for Qualifications (RFQ), DPH awarded a COVID-19 isolation and quarantine service contract to HealthRIGHT 360 for a term of nine months, from October 2020 through June 2021, and an amount not to exceed \$9,777,756. • Under the contract, HealthRIGHT 360 provides isolation and quarantine services to people who are homeless or live in a congregate setting and cannot isolate safely in their housing setting. Isolation and quarantine services are provided to people who test positive for COVID-19 or have a known contact with someone who had tested positive for COVID-19. HealthRIGHT 360 staff provides patient screening, medical, and behavioral health services on site, as well as linkages to other health providers. • Under the proposed one-year contract extension, HealthRIGHT 360 will serve up to 1,043 unduplicated clients for 14 days each, or approximately 14,600 bed days. If COVID-19 case rates continue to decline, DPH would direct HealthRIGHT 360 to scale down the program, resulting in reduced costs, or terminate the contract if services are no longer required. <p>Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed Amendment No. 1 would increase the not-to-exceed amount of the contract by \$11,989,390, for a total not to exceed \$21,767,146. DPH anticipates receiving reimbursement from the Federal Emergency Management Agency (FEMA) for the full cost of the contract. <p>Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

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 July 2020, the Department of Homelessness and Supportive Housing (HSH) issued a Request for Qualifications (RFQ) to establish a prequalified list of service providers to operate isolation and quarantine sites for people who test positive for COVID-19 or are under investigation for COVID-19 infection. Three proposers were deemed to be prequalified. Subsequently, the Department of Public Health (DPH) reviewed proposals from the three prequalified proposers and scored them, as shown in Table 1 below.

Table 1: Scores of Prequalified Proposers

Proposer	Score (out of 150)
HealthRIGHT 360	142.00
Bay Area Community Services	129.25
Episcopal Community Services	128.50

HealthRIGHT 360 was determined to be the highest scoring responsive and responsible proposer and was awarded a contract. In December 2020, DPH retroactively executed a contract with HealthRIGHT 360 for a term of nine months, from October 2020 through June 2021, and amount not to exceed \$9,777,756.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 1 to the COVID-19 isolation and quarantine services contract between DPH and HealthRIGHT 360, extending the contract by one year through June 2022, and increasing the not-to-exceed amount by \$11,989,390, for a total not to exceed \$21,767,146.

Under the contract, HealthRIGHT 360 provides isolation and quarantine services to people who are homeless or live in a congregate setting and cannot isolate safely in their housing setting. Isolation and quarantine services are provided to people who test positive for COVID-19 or have a known contact with someone who had tested positive for COVID-19. HealthRIGHT 360 staff provides patient screening, medical, and behavioral health services on site, as well as linkages to other health providers. HealthRIGHT360 employs approximately 96.33 full-time equivalent (FTE) employees for this program.

As of May 25, 2021, San Francisco has a daily COVID-19 case rate of 2.1 per 100,000 population and a test positivity rate of 0.5 percent. Approximately 78 percent of San Francisco residents at least 16 years old have received at least one COVID-19 vaccine dose, and 66 percent are fully vaccinated. According to Ms. Michelle Ruggels, DPH Business Office Director, DPH has continued

the same service estimates from the original one-year term to the proposed one-year contract extension, or that HealthRIGHT 360 will serve a maximum of approximately 1,043 unduplicated clients for 14 days each, for a total of approximately 14,600 bed days. However, assuming COVID-19 case rates continue to decline, DPH will direct HealthRIGHT 360 to scale down, resulting in reduced costs, and if isolation and quarantine services are no longer required, DPH would terminate the contract. Ms. Ruggels also noted that reimbursement is based on the actual costs each month to operate the program.

According to Ms. Ruggels, DPH staff deployed to COVID-19 response are working closely with HR360 on an ongoing basis to monitor the agency's performance towards meeting the City's COVID-19 response objectives.

FISCAL IMPACT

The proposed Amendment No. 1 would increase the not-to-exceed amount of the contract by \$11,989,390, for a total not to exceed \$21,767,146. The contract budget is shown in Table 2 below.

Table 2: Contract Budget

Item	Original Contract	Proposed Increase	Total
Salaries	\$5,139,000	\$6,852,000	\$11,991,000
Employee Benefits	1,670,175	2,226,900	3,897,075
Operating Costs ¹	782,250	1,043,000	1,825,250
Indirect Costs ²	1,138,714	1,518,285	2,656,999
Contingency	1,047,617	349,205	1,396,822
Total Not-to-Exceed	\$9,777,756	\$11,989,390	\$21,767,146

According to Ms. Ruggels, actual contract expenditures to date are unknown because HealthRIGHT 360 has not submitted invoices since December 2020. Ms. Ruggels anticipates that DPH will receive reimbursement from the Federal Emergency Management Agency (FEMA) for the full cost of the contract.

RECOMMENDATION

Approve the proposed resolution.

¹ Operating costs include utilities, building repair and maintenance, supplies, computer hardware/software, training, insurance, hazardous waste disposal, personal protective equipment (PPE), and transportation.

² Indirect costs include allocated salaries and benefits of HealthRIGHT 360 administrative staff, rent, utilities, building repair and maintenance, office supplies, insurance, training, travel, equipment rentals, payroll services, IT licenses, and program licenses.

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2021, in San Francisco, California, by and between **Health Right 360** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term and increase compensation; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFQ-130-HSH-2020 issued on July 31, 2020 and this modification is consistent therewith; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract Number 42054-20/21 on October 5, 2020; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. _____ on _____.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

- 1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated October 1, 2020, Contract Number 1000019338 and Purchase Order Number 0000491702 between Contractor and City.
- 1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

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

2.1 The term of this Agreement shall commence on the latter of: (i) October 1, 2020; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on (i) October 1, 2020 and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

2.2 Payment. Section 3.3.1 Payment of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Seventy Seven Thousand Seven Hundred Fifty Six Dollars (\$9,777,756)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. 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:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty One Million Seven Hundred Sixty Seven Thousand One Hundred Forty Six Dollars (\$21,767,146)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.3 Appendices A and A-1 dated 07/01/21 (i.e. July 1, 2021) are hereby added for 2021-22.

2.4 Appendices B and B-1 dated 07/01/21 (i.e. July 1, 2021) are hereby added for 2021-22.

2.5 Appendix D, FEMA Contract Requirements dated 07/01/20 is hereby deleted and Appendix D, FEMA Contract Requirements dated 07/01/21 is hereby added to the Agreement for 2021-22.

2.6 Appendix F, Invoices, dated 07/01/21 (July 1, 2021) are hereby added for 2021-22.

2.7 Appendix I, Dispute Resolution Procedure dated 07/01/20 is hereby deleted and Appendix I, Dispute Resolution Procedure dated 07/01/21 is hereby added to the Agreement for 2021-22.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax
Director of Health
Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney

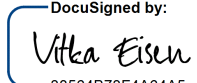
By: _____
Henry Lifton
Deputy City Attorney

Approved:

Sailaja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

CONTRACTOR

Health Right 360

DocuSigned by:
 4/21/2021 | 6:45 PM PDT
38564B73F4A64A5...
Vitka Eisen
Chief Executive Director

City Supplier ID:
0000018936

Appendix A

Scope of Services – DPH Behavioral Health Services

- 1. Terms**
 - A. Contract Administrator
 - B. Reports
 - C. Evaluation
 - D. Possession of Licenses/Permits
 - E. Adequate Resources
 - F. Admission Policy
 - G. San Francisco Residents Only
 - H. Grievance Procedure
 - I. Infection Control, Health and Safety
 - J. Aerosol Transmissible Disease Program, Health and Safety
 - K. Acknowledgement of Funding
 - L. Client Fees and Third Party Revenue
 - M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System
 - N. Patients' Rights
 - O. Under-Utilization Reports
 - P. Quality Improvement
 - Q. Working Trial Balance with Year-End Cost Report
 - R. Harm Reduction
 - S. Compliance with Behavioral Health Services Policies and Procedures
 - T. Fire Clearance
 - U. Clinics to Remain Open
 - V. Compliance with Grant Award Notices
- 2. Description of Services**
- 3. Services Provided by Attorneys**

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Elizabeth Davis**, Program Manager, 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. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

(1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, 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.

M. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

Treatment Service Providers use the BHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), BHS Quality Management and BHS Program Administration.

N. Patients' Rights:

All applicable Patients' Rights laws and procedures shall be implemented.

O. 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.

P. 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.

Q. 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.

R. 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.

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, 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.

T. 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.”

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

Remaining open shall include offering individuals being referred or requesting SERVICES appointments within 24-48 hours (1-2 working days) for the purpose of assessment and disposition/treatment planning, and for arranging appropriate dispositions.

In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTRACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Isolation and Quarantine Sites

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

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

1. Identifiers:

Program Name: Isolation and Quarantine Sites
Program Address, City, State, ZIP: TBD
Telephone/FAX: TBD
Website Address: www.healthright360.org

Contractor Address, City, State, ZIP:
1563 Mission St, 4th Floor, San Francisco, CA 94103
contracts@healthright360.org

Program Director: Kathleen Johnson-Silk
Telephone: 415-969-6528
Email Address: ksilk@healthRIGHT360.org

Program Code(s) (if applicable):

2. Nature of Document:

Original Amendment One Revision to Program Budgets (RPB)

3. Goal Statement:

HealthRIGHT 360's goal is:

- To reduce transmission and mitigate morbidity and mortality from COVID-19 disease.
- To provide San Francisco's unhoused and marginally housed suspected or confirmed COVID-19 a space to stay until the end of their isolation or quarantine period.
- To provide low-acuity medical and behavioral health support for suspected or confirmed COVID-19 patients staying at I&Q sites.
- To discharge post-COVID patients from I&Q sites appropriately.
- To provide a safe, dignified, and stigma-free atmosphere; fostering a radical hospitality approach.
- To create an environment rooted in the principles of harm reduction and trauma-informed service delivery.

4. Priority Population:

The target population are:

- 1) Laboratory-confirmed COVID-19 infection who do not require hospitalization, but live in a congregate setting or are people experiencing sheltered/unsheltered homelessness and cannot safely isolate in their current housing setting

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

- 2) People who are symptomatic, but do not require hospitalization, have a known contact with a confirmed COVID-19 case, and who live in congregate settings or are people experiencing sheltered/unsheltered homelessness and cannot safely isolate in their current housing setting
- 3) People who are symptomatic, but not requiring hospitalization while awaiting test results with suspected community transmission, who live in congregate settings and cannot be isolated elsewhere in their living facility, or are people experiencing sheltered/unsheltered homelessness.
- 4) People who are asymptomatic, have known contact with a confirmed COVID-19 case who live in congregate settings or are people experiencing sheltered/unsheltered homelessness and cannot safely isolate in their current housing setting

5. Modality(s)/Intervention(s):

See instructions on the need and/or the use of these tables

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Unduplicated Clients (UDC)
Client Bed Day 80 Beds Capacity x 75% Projected Utilization x 12 Months Average Length of Stay is expected to be 14 days	14,600	1,043
Total UOS Delivered	14,600	
Total UDC Served		1,043

*** Number of Contacts (NOC) is only used for CHEP-HPS Narratives.**

6. Methodology:

Indirect Services (programs that do not provide direct client services, such as Fiscal Intermediary/Program Management contractors): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

1. Outreach, recruitment, promotion, and advertisement:
Not Applicable
2. Admission, enrollment and/or intake criteria and process where applicable:

Current residential status must be one (1) of the following:

- Living in a congregate setting (SRO, Navigation Center, Shelter, Residential Rehab, Board and Care, etc.) with no way to self-isolate

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

- Living in a shared small space where unable to stay less than 6 feet away from other
- Living in a space with a shared bathroom and or shared kitchen, and person unable to maintain appropriate hygiene (wash hands before/after use, wipe down surfaces after use) Living with someone who is considered vulnerable for morbidity and mortality (over 60 and/or with underlying immunocompromising conditions) with no way to self-isolate from that person
- Exiting a health care or other institution with no identified residence at time of discharge
- Unsheltered homeless: living on the street/tent/car/place not meant for habitation.

AND

Current clinical status must be one (1) of the following:

- Confirmed positive COVID-19 test result
- Recent sustained contact (within 6 feet for a prolonged period of time) with a confirmed positive COVID-19 case
- Person under investigation (PUI) based on:
- Symptoms <https://www.cdc.gov/coronavirus/2019-ncov/symptomstesting/symptoms.html>
- Pending test results or requiring a test

In addition to residential and clinical status, referrals are screened via the following criteria to determine if the current Isolation and Quarantine centers are a safe and appropriate fit for the guest:

- Person is able to care for their own hygiene, toileting, and medication management;
- Able to self-monitor symptoms: check their own temperature and oxygen;
- The person has not demonstrated any impulse or behavioral control issues during their stay at hospital, shelter, or program that did not respond to verbal redirection
- Besides mild respiratory symptoms, no acute medical issues;
- Person has agreed to stay in a city supported room for the remainder of their care

Individuals that meet **any** of the following criteria will **NOT** be referred to the I&Q hotels:

- Person is unable to care for their own hygiene, toileting, medication management and checking their own temperature
- Unable to cognitively understand and adhere to isolation procedures
- Not medically stable enough to be managed in the community
- Needs significant support with activities of daily living (ADLs) or medical needs such as wound care, oxygen, checking blood sugar, etc. (emergency IHSS may be available on a case by case basis for limited ADL support)
- Demonstrates active self-harming behaviors, suicide or homicidal aggression

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

When a new guest arrives at I&Q

Safety Monitors will welcome the new guest and do a quick “check-in” letting them know the intake procedure that they are about to undergo, before they are taken to their room. Safety Monitors will escort the guest to the Intake station and introduce the guest to the RN.

RNs will:

- Review intake information collected by ReACT team on RTZ (or other designated EHR system)
- Review discharge paperwork from the hospital or clinic if present
- Will document symptom review in RTZ (Or other EHR system):
 - Coughing Symptoms
 - Quality of breath/respiration
 - Subjective fever
 - Headache
 - Diarrhea
 - Myalgias
 - Sore throat
 - Chills
 - Rhinorrhea
 - Sinus congestion
 - Fatigue
- Document temperature and SpO2 in RTZ (or other designated EHR system)
- Conduct COVID-19 testing if indicated (including placing order in Epic, completing PHL paper requisition form and collecting specimen)

Additional Screening

Additionally, upon intake, all participants will be clinically screened using the Housing Opiate Overdose Risk Assessment Tool. Participants who score highly on the HOORAT will be placed on a “high-priority” list and monitored more frequently. To create an atmosphere of trust and respect, participants will be informed that while drug use is not condoned, no one will be punished for using drugs, as our staff are here first and foremost to support them and keep them safe.

RN will complete intake, ensure that all intake forms have been completed and that the guest has signed the Guest Guidelines and Agreement Form, and the Immediate Safety Exit Policy. The RN will then escort the guest to their room, and hand them the Guest Welcome Letter that contains details of services, guidance, and other client focused information such as drug safety and availability of harm reduction supplies. The RN lets the guest know that the Health Worker team will call the guest using the site phone system within 24hrs of guest being admitted by nursing team. The Health Worker team will review the Guest Welcome Letter in detail with the guest and ask if they have any questions or concerns. The Health

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

Worker Team will then conduct a needs assessment with the guest to determine the following non-medical needs of the guest:

- Connections to providers
- Check for any existing guest appointments
- Check for any essential business needs
- SUD/EtOH/Harm Reduction needs
- Adherence support
- Discharge Planning

The Health Worker team develops a Care Plan with the guest to support them during their I&Q stay and problem solve around essential business needs and existing appointments. The Behavioral Health team will also start the guests discharge plan. The Health Worker Team then documents the Care Plan and any other relevant guest information in the RTZ database (or other designated EHR system).

3. Service delivery model

Behavioral Health Services Onsite & Referral/Linkage

Crisis management and de-escalation: We will use a comprehensive approach to prevent crises stemming from overdose. All participants and staff will be trained in Overdose Prevention and Narcan Administration. All HR360 staff will be trained in Overdose Prevention, Rescue, and Response (OPPR). HR360 has several overdose prevention policies and procedures already in place that we will utilize for this program. Based on California Civil Code, Section 1714.22, HR360's Opioid Overdose Prevention and Response Protocol outlines staff procedures for responding to overdoses that occur onsite. It is HR360's policy to call emergency services in the case of a suspected opioid overdose. In order to improve the likelihood of a good health outcome for the individual, our protocol outlines interventions that can be done by HR360 staff while waiting for emergency services.

All staff assigned to this program will also be trained in mental health crisis identification, management, and de-escalation. Our approach is informed by the SAMHSA-published toolkit, Practice Guidelines: Core Elements in Responding to Mental Health Crises. Our response aims to avoid harm to the individual in crisis and intervene in person-centered ways (e.g. account for the individual's unique circumstances, preferences, and goals).

Medical Support

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

Monitoring symptoms and coordinating transfer to a hospital as required: Our Medical Team will record any instances of fever, chills, shortness of breath/difficulty breathing, fatigue, muscle aches, headaches, loss of taste or smell, sore throat, congestion, nausea, diarrhea, and any other clinician-observed or participant-reported symptoms. Our clinicians will monitor any new and/or worsening symptoms and use their clinical judgment to determine when/if transfer to a hospital is medically indicated.

Precursors to hospitalization may include but are not limited to COVID-related signs such as: oxygen saturation below 90, elevated heart rate, high fever, signs of severe respiratory distress, and abnormal vitals. Hospitalization may also be necessary to address medical emergencies unrelated to COVID, including overdose, severe mental health crises, and any other medical health emergency.

In non-emergency situations, transfer to hospitalization will be facilitated through our Drivers who will provide safe transfers of participants from the I&Q site to external locations as recommended by medical and behavioral health staff. In cases of emergency, 911 will be called.

Supporting and coordinating response to medical crises: HR360 has several overdose prevention policies and procedures already in place that we will utilize for this program. Based on California Civil Code Section 1714.22, HR360's Opioid Overdose Prevention and Response Protocol outlines staff procedures for responding to overdoses that occur onsite. It is HR360's policy to call emergency services in the case of a suspected opioid overdose. In order to improve the likelihood of a positive health outcome for the individual, the protocol outlines the interventions that can be done by HR360 staff while waiting for emergency services to arrive.

Other medical crises will be responded to by our Registered Nurses, Medical Assistants, Physicians, Health Workers, and Supervising Health Workers. These staff will collaborate to a) address immediate participant needs to the furthest extent possible, and b) determine whether hospitalization is indicated.

Developing treatment plans and making referrals: Treatment plans will be developed through collaboration between HR360 medical and behavioral health staff. Our team will review information from the referring entity, as well as that collected during the participant's I&Q intake and initial needs assessment. Treatment plans will be individualized based on the participants' health needs and associated level of support. However, treatment plans for COVID-19 positive participants will inevitably share some elements, such as: monitoring fluid intake; providing supportive medication to manage symptoms; and following additional treatment guidelines as determined by the County, the CDC, Harm Reduction Coalition, and other credible sources. When participants are ready for discharge, medical staff will review the case and ensure that appropriate treatment plans, recommendations for follow up, and referrals to necessary services are in place.

Performing rounds: Rounds will be performed to ascertain both the medical condition of participants and the state of their mental wellbeing. The majority of communication and assessment will happen via telephone, but there may be instances when a nurse or medical provider may need to enter the Guest's

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

room in order to render emergency medical care, administer injectable medications, or to complete a medical assessment. In these situations, the Guest will be asked to wash their hands and put on a surgical mask prior to the medical staff entering their room. All staff entering a Guest's room are expected to don full PPE, dispose of it properly, and wash hands thoroughly afterwards. Daily symptom checks will be completed by the RN or other clinical staff throughout the daytime shift (7a-7p), ensuring that all patients residing in the facility have been contacted by end of shift. Symptom check calls will start as early as 8 am. Daily symptom check calls will be documented in RTZ (or other designated EHR). Rounds will be conducted in a respectful way, and we envisage that participants will welcome the contact from providers showing a genuine interest in their wellbeing. We will ensure the emphasis is on a friendly inquiry into their health. We want participants to feel welcome and cared for. We plan to conduct rounds multiple times a day. Participants at high risk for overdose will be visited several times a day. They will also be provided with overdose prevention information and highly encouraged to refrain from using alone. When possible, a Nurse and a Behavioral Health Worker will do the rounds together.

Prescribing and administering medications, therapies, and other treatments: Our medical team will administer any medications the participant currently takes, as well as prescribe new medications to address emerging or evolving health needs.

OTC medications can be left directly outside Guests' doors and collected by the Guest after the RN has left the area. Instructions on how to take the medication should be given to the Guest via telephone call. All medication allergies, medication indications and contraindications should be verified via phone call prior to medication dispensing. The Guest should be reminded to wear a mask when leaving isolation, even just to pick up medications outside the door.

Up to a 2-week supply of methadone can be delivered by methadone clinic staff and stored in a locked cabinet on site. Dispensing of methadone to Guests must be observed by an RN or methadone clinic staff standing at least 6 feet away from the Guest when they open to the door to pick up the medication.

If substance use challenges are identified for a Guest during intake or while on site, the intake or site RN can call the I&Q Medical Provider or Medical Lead. Harm reduction resources are also available on site and should be offered to all clients as needed.

If Guest takes medications daily, they may already have a pharmacy that prepares and delivers the medications. However, if a Guest needs medication during their stay at I and Q, then the RN can call the medical provider on call and have them send medications to a pharmacy that delivers, which could be one of the following:

- ZSFG Outpatient pharmacy: 628-206-4540
- Daniels pharmacy: 415-584-2210
- Script Site: 415-800-8060
- Alto Pharmacy: 800-874-5881
- Mission Wellness 415-826-3484

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

Therapies and other treatments will also vary depending on each participant's needs, but all treatment will be rooted in the principles of harm reduction, cognitive behavioral therapy, motivational interviewing, and trauma-informed care. HR360 staff will also utilize an adapted version of the Desk Sheet for Adherence Support Counseling, currently in use by existing I&Q site providers to help maximize adherence to I&Q guidelines. This document provides techniques for helping participants to recognize and normalize feelings of loneliness and anger and for supporting those who are minimizing the severity of their illness(es). Among the strategies presented are asking open-ended questions (e.g., what is the hardest thing about isolation?), providing resources (e.g., Harm Reduction Therapy Center), providing health education (e.g., explaining that people may be infectious without symptoms), and explaining how to get needs met by working with HR360 staff.

4. Discharge Planning and exit criteria and process

Medical clearance for discharge will depend largely on evolving guidance from the County. Once a patient has been cleared by provider for discharge, this change will be reflected in RTZ (or other designated EHR) [patient status will be listed as "medically cleared for discharge"] and RN team will be notified by provider. RN team is expected to pass this information on to the Guest, and to the Health Worker team for discharge planning purposes. The Guest is therefore cleared medically to return to their prior living situation. The Health Worker Team in collaboration with the Containment Discharge Team (or other DPH designee) will make every effort to place the Guest in a safe living space if the Guest was unsheltered, homeless, or no longer has a home to return to. After medical clearance, the Guest is not required to maintain strict Isolation/Quarantine for public health purposes, however the Guest should recognize that while discharge is being arranged, they are being provided ongoing lodging as a courtesy and should respect site staff time and commitment to support the guests that do need to maintain isolation or quarantine precautions. Medically cleared discharged Guests should be allowed to leave the site no more than 3 times daily (in order to minimize staff needing to let new Guests into their rooms. Daily RN check ins will stop, though they are still available for medical issues and questions as they arise. The Health Worker Team team will continue to coordinate with the Guest around discharge planning and stabilization. Any managed alcohol or cigarette dispensing that may have been occurring to support isolation and quarantine will end.

For participants who wish to be discharged before the allotted 14 days, we will always consult with DPH to determine best practices. One tool we will use for counseling participants who wish to discharge against medical advice is the Desk Sheet for Adherence Support Counseling (Attachment 3). The guidance in this document humanizes the experience of isolation and avoids infantilization. It offers conversational prompts for providers to utilize with participants who are minimizing the severity of their illness or dismissing their diagnosis. If a person decides to leave early against our advice, we will use Motivational Interviewing to empower them to follow up with a health provider (HR360, DPH, or another). We will counsel them on the continuing need to wear a mask and avoid exposing themselves and others. We will advise them that there are still many steps they can take to reduce the risk of community transmission.

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

If they do not want to see a provider in a brick and mortar location, they may agree to a follow up with Street Medicine providers (either through HR360's Street Outreach Team or another provider), or another DPH partner. We can also suggest tele-medicine visits if they have a smart phone. We will do our best to determine their next intended location so that we can follow up or collaborate with DPH staff to follow up with the participant.

5. Program staffing

Registered Nurse

- Role: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Developing treatment plans and making referrals; Performing rounds; administering medications, therapies, and other treatments; and Preparing participants for discharge and creating discharge plans.
- FTE: 12.0

Charge Nurse

- Role: Provide administrative oversight and coordination of nurse staffing. Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Developing treatment plans and making referrals; Performing rounds; administering medications, therapies, and other treatments; and Preparing participants for discharge and creating discharge plans.
- FTE: 1.0

Medical Assistant

- Role:
 - Medical Support: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Performing rounds; Administering therapies, and other treatments under the supervision of the provider.
 - Program Support: Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures; and Data entry and reporting.
- FTE: 6.0

Physician / Physician Assistant/ Nurse Practitioner

- Role: Medical Support: Providing medical services, assessment, diagnosis, and treatment, using trauma informed, harm reduction, and motivational interviewing principles; Prescribing

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

and administering medications, therapies, and other treatments; and Medically clearing participants for discharge and creating discharge plans.

- FTE: 3.0

Health Workers

- Role:
 - Medical Support: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; checking in on clients.
 - Behavioral Health: Crisis management and de-escalation; Trauma informed, harm reduction, and motivational interviewing principles; Assessing the needs of participants; Documenting participant interactions; Collaboration with medical staff, as needed; Collaboration with any DPH wellness, behavioral health, and harm reduction support, efforts, and training; and Create and implement discharge plans and safe dispositions.
 - Participant Support: Make referrals to Access Points, and eliminate barriers to connect guests to Access Points; Coordination of supportive service providers (e.g. In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage); Communicate and coordinate with outside service providers to support in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits; Maintenance and distribution of operational and participant supplies; Support participants' reasonable accommodations, transfers, and other supports; and Exit planning.
- FTE: 34.67

Supervising Health Workers

- Role:
 - Medical Support: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Performing rounds; Administering medications, therapies, and other treatments
 - Behavioral Health: Crisis management and de-escalation; Providing behavioral health services using trauma informed, harm reduction, and motivational interviewing principles; Assessing the needs of participants; Documenting participant interactions; Collaboration with medical staff, as needed; Collaboration with any DPH wellness, behavioral health, and harm reduction support, efforts, and training; and Create and implement discharge plans and safe dispositions.

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

- Participant Support: Make referrals to Access Points, and eliminate barriers to connect guests to Access Points; Coordination of supportive service providers (e.g. In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage); Communicate and coordinate with outside service providers to support in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits; Maintenance and distribution of operational and participant supplies; Support participants' reasonable accommodations, transfers, and other supports; and Exit planning.
- FTE: 11.0

Janitorial

- Role:
 - Building Operations: Provide janitorial services per DPH and EOC requirements and standards; Maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. feminine hygiene products; toothbrushes; soap) for participants.
- FTE: 2.67

Driver

- Role: Provide safe transfers of participants from I&Q site to external locations as recommended by medical and behavioral health staff or at time of discharge.
- FTE: 2.0

Safety Navigator

- Role:
 - Security/De-escalation: Provide safety and de-escalation per City instructions; Site front desk duties; Ensure the safety of participants and staff and protection of property.
 - Participant Support: Participant intake, including completion of forms and acknowledgement of the Participant Agreement/Site Rules, bed assignment, and orientation to the site; Operations, such as entry and exits, mail, phone, and technology coordination; Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs; Health screening, including temperature checks in accordance with DPH requirements.
- FTE: 22.00

Project Director

- Role: Providing oversight and leadership for the I&Q program; Responsible for hiring and supervision of onsite staff and any subcontractors; Responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the EOC; Responsible for the provision of three meals per day to participants in accordance with all DPH and EOC regulation.

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

- FTE: 1.0

Facilities Director

- Role:
 - Building Operations: Maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff (e.g. smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene); Maintain and create site logs, records of entry and exit, and manage key access for participants, partner agencies and on-site staff; Provide laundry services/coordinate with the City's Emergency Operations Center (EOC) to ensure laundry is available /coordinate use of onsite laundry facilities for participant use; Manage janitorial services per DPH and EOC requirements and standards; Maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. feminine hygiene products; toothbrushes; soap) for participants; Coordinate through the EOC with City cleaning vendor(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on site; Provide space for secure and pest-free storage of participant belongings, as appropriate for the site(s).
- FTE: 1.0

The staffing plan provides for adequate coverage necessary for peak utilization based on the site capacity, given the uncertainty on actual utilization, there may be periods of time when all staff may not be necessary for operations, however will need to remain employed so that the program can accommodate any rapid changes in census. During periods of low utilization, staff may engage in other COVID related activities like vaccination efforts, COVID testing support, supporting isolation and quarantine efforts in other program sites (ie: detox and residential treatment settings), and the like, which may be at locations other than the program site.

6. Vouchers
 Not Applicable

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 19-20.

8. Continuous Quality Improvement:

1. Achievement of contract performance objectives and productivity;

HealthRIGHT 360 is committed to maintaining careful quality control procedures and, therefore maintains a robust Quality Control Plan in order to ensure that the agency is both achieving our targeted objectives while participants also achieve positive outcomes. To

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. These systems also identify areas in need of improvement and enable fast and effective responses. HealthRIGHT 360 executive staff preside over a network of committees that ensure agency-wide adherence to the Quality Control Plan.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits;

QRR Process: HealthRIGHT 360 requires all program supervisors to audit at least 10% of their files each month for conformance to contract requirements and agency standards. Program supervisors receive a randomly generated list of client names to review using an audit tool tailored to the specifics of their program. Program supervisors are encouraged to use the tool to audit additional files to ensure maximum conformance with program requirements. A corrective action plan must be completed for all deficiencies identified. Completed audit forms are submitted monthly to the Compliance Manager who reviews the forms for accuracy and determines training needs based on patterns of deficiencies.

Additional File Review: In addition to reviewing 10% of the case files monthly as a component of the Quality Record Review Process, a Program Supervisor must review each file when a client discharges from the program, and conduct targeted reviews of files for any staff member whose performance standards are in question. In the event that a pattern of deficiencies is identified, the Program Supervisor will work with the Vice President of Corporate Compliance to determine and implement a corrective action plan which can include all-staff training workshops, individual staff supervision and one-on-one training, and/or performance management strategies (performance improvement plans or disciplinary actions) involving the Director of Human Resources.

DMC Chart Audit & Review (DMC programs only)

Daily Audits

- All New Admits *Intake/Admission Audit Tool for a description of listed items checked daily*
- Clinician Follow-up Check
Goal: Minimum 100% of active clients per program

Weekly Audits

- Assessment & Treatment Plans – audit tools on file
Goal: Minimum 20% of active clients per program
- Individual Counseling Session Progress Notes -audit tools on file
Goal: Minimum of 10% active clients per program

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

- Group Notes
Goal: Minimum 10% of active clients per program
- Weekly Summary Note Requirements for IOP and RTX Clients- audit tools on file
Goal: Minimum 10% of active clients per program
- Staff Credential Checks in Welligent

Monthly Audits

- Discharge Charts
Goal: 100% of clients per program -audit tools on file
- Group Sign-In Sheets Check
Goal: Minimum of 10% of active clients per program

3. Cultural competency of staff and services;

HealthRIGHT 360 is committed to being culturally and linguistically competent by ensuring that staff has the capacity to function effectively as treatment providers within the context of the cultural beliefs, behaviors, and needs presented by the consumers of our services and their communities. This capacity is achieved through ongoing assessment activities, staff training, and maintaining a staff that is demographically compatible with consumers and that possesses empathic experience and language capability.

4. Satisfaction with services; and

Satisfaction surveys are distributed annually (agency wide) to recruit feedback from our participants on how we are doing and for areas of improvement. We utilize this information in developing goals for strategic planning in our Steering Committee. We also administer Satisfaction Surveys for most CBHS contracts annually as required by CBHS.

5. Timely completion and use of outcome data, including, but not limited to ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only).

To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. This infrastructure supports the overall processes that guide timely completion of the ANSA for our MH Adult programs along with CalOMS for our SA Programs. These systems also identify areas in need of improvement and enable fast and effective responses.

9. Required Language:

N/A

Contractor Name: HealthRIGHT 360
Program Name: Isolation and Quarantine Sites

Appendix A- 1
Contract Term: 07/01/21 – 06/30/22

10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):
N/A

**Appendix B
Calculation of Charges**

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3, 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 and MHSA Fund 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 January 1 through June 30 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 Budgets are listed below and are attached hereto.

Appendix B-1: COVID-19 Isolation and Quarantine Site

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 **Twenty One Million Seven Hundred Sixty Seven Thousand One Hundred Forty Six Dollars (\$21,767,146) for the period of October 1, 2020 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,396,822** 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, 2020 to June 30, 2021	\$8,730,139
July 1, 2021 to June 30, 2022	\$11,640,185
Subtotal October 1, 2020 to June 30, 2022	\$20,370,324
Contingency	\$1,396,822
Total October 1, 2020 to June 30, 2022	\$21,767,146

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

6. Monthly Financial Statements, Notification of Proposed Mergers and Notification of Intent to Sell or Lease 890 Hayes Street and/or 214 Haight Street.

In consideration of City's subordination of CONTRACTOR'S Seismic and Safety Loan Program liens on 890 Hayes Street and 214 Haight Street, in 2016, and as a material term of this Agreement, CONTRACTOR shall:

A. Comply with all CITY's asset management and reporting requirements, including, but not limited to, providing SFDPH with monthly financial statements to the Chief Financial Officer located at 101 Grove, Room 308, San Francisco, CA 94110.

B. Provide written notification to SFDPH of any proposed merger negotiations, and obtain City approval of any such proposed merger negotiations prior to executing any documents regarding an intent to enter into merger negotiations or an intent to merge. SFDPH shall respond within thirty (30) business days from the date that CONTRACTOR provides a merger plan to SFDPH.

C. Provide written notification to SFDPH and the Mayor's Office of Housing and Community Development no less than one hundred twenty (120) days prior to any intent to sell or lease CONTRACTOR's properties located at 890 Hayes Street and/or 214 Haight Street, and obtain City's prior written approval of any sale or lease of such properties, which shall not be unreasonably withheld, conditioned, or delayed. Within 30 days of executing this Agreement, CONTRACTOR shall record a notice, substantially in a form acceptable to the City, against the properties located at 890 Hayes Street and/or 214 Haight Street setting forth City's rights and CONTRACTOR's obligations set forth in this Section 6(C).

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

DHCS Legal Entity Number 00348							Appendix B, Page 1
Legal Entity Name/Contractor Name HealthRIGHT 360							Fiscal Year 21-22
Contract ID Number 1000019338							Document Date 07/01/21
Appendix Number	B-1	B-#	B-#	B-#	B-#	B-#	
Provider Number	TBD						
Program Name	I&Q Site						
Program Code	TBD						
Funding Term	7/1/21-6/30/22						
FUNDING USES							TOTAL
Salaries	\$ 6,852,000						\$ 6,852,000
Employee Benefits	\$ 2,226,900						\$ 2,226,900
Subtotal Salaries & Employee Benefits	\$ 9,078,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,078,900
Operating Expenses	\$ 1,043,000						\$ 1,043,000
Capital Expenses							\$ -
Subtotal Direct Expenses	\$ 10,121,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,121,900
Indirect Expenses	\$ 1,518,285						\$ 1,518,285
Indirect %	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 11,640,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,640,185
						Employee Benefits Rate	36.2%
BHS MENTAL HEALTH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
COVID Isolation Quarantine	\$ 11,640,185						\$ 11,640,185
	\$ -						\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ 11,640,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,640,185
TOTAL DPH FUNDING SOURCES	\$ 11,640,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,640,185
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 11,640,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,640,185
Prepared By	Tony Duong				Phone Number	415-725-2807	

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

DHCS Legal Entity Number 00348						Appendix Number	B-1
Provider Name HealthRIGHT 360						Page Number	1
Provider Number TBD						Fiscal Year	21-22
Contract ID Number 1000019338						Document Date	07/01/21
Program Name		I&Q Site					
Program Code		TBD					
Mode/SFC (MH) or Modality (SUD)							
Service Description		I&Q Site Staffing and Operations					
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/21-3/31/22					
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$ 9,078,900					\$ 9,078,900
Operating Expenses		\$ 1,043,000					\$ 1,043,000
Capital Expenses		\$ -					\$ -
Subtotal Direct Expenses		\$ 10,121,900	\$ -	\$ -	\$ -	\$ -	\$ 10,121,900
Indirect Expenses		\$ 1,518,285					\$ 1,518,285
Indirect %		15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES		\$ 11,640,185	\$ -	\$ -	\$ -	\$ -	\$ 11,640,185
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NON-DPH FUNDING SOURCES							
COVID Isolation Quarantine		020-152644-21481-10036595-00	\$ 11,640,185				\$ 11,640,185
TOTAL NON-DPH FUNDING SOURCES		\$ 11,640,185	\$ -	\$ -	\$ -	\$ -	\$ 11,640,185
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		11,640,185	-	-	-	-	11,640,185
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased		80					
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)					
DPH Units of Service		14,600					
Unit Type		0	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ -	\$ -	\$ -	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 797.27	\$ -	\$ -	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)							Total UDC
Unduplicated Clients (UDC)		1043					1043

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000019338
 Program Name I&Q Site
 Program Code TBD

Appendix Number B-1
 Page Number 3
 Fiscal Year 21-22
 Document Date 07/01/21

Expense Categories & Line Items	TOTAL	I&Q Site	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 120,000.00	\$ 120,000.00					
Building Repair/Maintenance	\$ 50,000.00	\$ 50,000.00					
Occupancy Total:	\$ 170,000.00	\$ 170,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -						
Photocopying	\$ -						
Program Supplies	\$ 250,000.00	\$ 250,000.00					
Computer Hardware/Software	\$ 133,333.00	\$ 133,333.00					
Materials & Supplies Total:	\$ 383,333.00	\$ 383,333.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 66,667.00	\$ 66,667.00					
Insurance	\$ 75,000.00	\$ 75,000.00					
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 141,667.00	\$ 141,667.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
Stericycle Hazardous Waste Disposal	\$ 200,000.00	\$ 200,000.00					
Consultant/Subcontractor Total:	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Personal Protective Equipment (PPE)	\$ 100,000.00	\$ 100,000.00					
Client Transpotation	\$ 48,000.00	\$ 48,000.00					
	\$ -						
Other Total:	\$ 148,000.00	\$ 148,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 1,043,000.00	\$ 1,043,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name HealthRIGHT 360 Page Number 5
 Contract ID Number 1000019338 Fiscal Year 21-22
 Document Date 7/1/21

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Executive Officer	0.26	\$ 74,176.00
Chief Financial Officer	0.29	\$ 66,967.00
Chief Information Officer	0.23	\$ 53,231.00
Chief Operating Officer	0.06	\$ 13,395.00
VP of Quality and Compliance	0.17	\$ 19,576.00
Deputy Compliance Officer	0.09	\$ 17,171.00
Research and Evaluation Director	0.24	\$ 17,319.00
Workforce Development Director	0.03	\$ 2,397.00
Controller	0.29	\$ 38,923.00
Contracts Manger	0.24	\$ 26,787.00
Budget Manager	0.16	\$ 13,289.00
Fiscal Projects Director	0.13	\$ 20,605.00
Budget/Fiscal Analyst	0.24	\$ 19,680.00
Payroll Manager	0.21	\$ 25,344.00
Budget Coordinator	0.21	\$ 17,171.00
General Ledger Accountant	0.04	\$ 3,676.00
Accounts Payable	0.49	\$ 31,720.00
Billing Specialist	0.49	\$ 31,720.00
Billing Assistant	0.49	\$ 31,720.00
Human Resources Director	0.10	\$ 11,808.00
Human Resources Analyst	0.28	\$ 17,171.00
Human Resources Coordinator	0.22	\$ 13,885.00
Electronic Medical Records Manager	0.21	\$ 17,000.00
EMR OPs Software Development Director	0.27	\$ 30,907.00
EMR Training and Data Analyst	0.14	\$ 9,540.00
Client Programmer II	0.09	\$ 5,747.00
IT Manager - Data Control	0.28	\$ 18,393.00
Senior IT Systems Analyst	0.15	\$ 10,988.00
IT Analyst	0.23	\$ 16,653.00
PC Support Analyst	0.23	\$ 16,653.00
IT Specialist - Data Specialist	0.17	\$ 12,484.00
IT Specialist - Data Entry	0.16	\$ 11,349.00
IT Specialist - Data Control	0.16	\$ 11,349.00
IT Data Analyst	0.06	\$ 4,165.00
Donations Manager	0.23	\$ 18,885.00
Travel Coordinator	0.11	\$ 9,196.00
Administrative Assistant	0.14	\$ 8,792.00
Procurement Manager	0.26	\$ 17,171.00
Driver/Procurement Assistant	0.03	\$ 2,105.00
Facility Operations Director	0.02	\$ 1,659.00
Transportation and Facility Manager	0.01	\$ 1,037.00
Maintenance Staff	0.03	\$ 2,519.00
Subtotal:	7.92	\$ 794,323.00
Employee Benefits: 32%		\$ 254,183.00
Total Salaries and Employee Benefits:		\$ 1,048,506.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Rent	\$ 138,332.00
Utilities (Telephone, Electricity, Water, Gas)	\$ 38,613.00
Building Repair/Maintenance	\$ 3,245.00
Office Supplies	\$ 26,415.00
Insurance	\$ 50,289.00
Training/Staff Development	\$ 6,372.00
Staff Travel (Local & Out of Town)	\$ 41,403.00
Rental of Equipment	\$ 32,841.00
Payroll Service	\$ 11,493.00
IT Licenses	\$ 35,940.00
Program Licenses	\$ 84,836.00
Total Operating Costs	\$ 469,779.00
Total Indirect Costs	\$ 1,518,285.00

Contract Version 2.0 (Ch. 21 & Grants)

APPENDIX D FEMA CONTRACT REQUIREMENTS

1. Contract Requirements. This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

2. Remedies for Breach. In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract 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.

3. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, 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. 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 reasonably necessary to effectuate demobilization from the work.

4. Termination for Cause. 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 contract for cause or to seek specific performance of all or any part of this contract. 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 contract or any other contract 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 contract or any other contract.

5. Work Hours and Safety Standards. If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

Contract Version 2.0 (Ch. 21 & Grants)

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions. If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

7. Clean Air Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

Contract Version 2.0 (Ch. 21 & Grants)

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Federal Water Pollution Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension. If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of

Contract Version 2.0 (Ch. 21 & Grants)

any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. Time and Material Contracts. To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

12. MBE/WBE Outreach. Contractor must, at a minimum, take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used as Subcontractors on this Project:

A. Place qualified small and minority businesses and women’s business enterprises on Contractor’s solicitation list for this Project;

B. Assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources for this Project;

C. Divide the subcontracts, when feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13. Access to Records. The following access to records requirements apply to this contract:

Contract Version 2.0 (Ch. 21 & Grants)

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (*applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.216*)

A. Contractor is prohibited from obligating funds from this Agreement to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Contract Version 2.0 (Ch. 21 & Grants)

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. See Public Law 115-232, section 889 for additional information.

19. Domestic Preferences for Procurements *(applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.322)*

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Agreement, use a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based

Contract Version 2.0 (Ch. 21 & Grants)

products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

20. Byrd Anti-Lobbying Certification.

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

Contract Version 2.0 (Ch. 21 & Grants)

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

The Contractor, **Health Right 360**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and **Statements**, apply to this certification and disclosure, if any.

DocuSigned by:
 4/21/2021 | 6:45 PM PDT
38564B73F4A64A5
Signature of Contractor's Authorized Official

Vitka Eisen **Chief Executive Director**

Name and Title of Contractor's Authorized Official

Date

APPENDIX F

The Department has set up an email address to receive your COVID-19 Contract invoices.

You may email the invoices to: COVID-19ContractPayments@sfdph.org

[213 RR: DPH 4279](#)

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

Appendix F
PAGE A

Contract ID#

1000019338

INVOICE NUMBER: COV1JL21

Ct. Blanket No.: BPH N/A

User Cd

Ct. PO No.: POHM TBD

Fund Source: COVID Isolation Quarantine

Invoice Period: July 2021

Final Invoice: (Check if Yes)

Contractor: HealthRIGHT360 - COVID-19

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)

COVID-19

Funding Term: 07/01/2021 - 06/30/2022

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-1 I & Q Site 10020-152644-21481-10036595-0001												
I & Q Site Staffing and Operations	14,600	1,043			-	-	0%	0%	14,600		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 6,852,000.00	\$ -	\$ -	0.00%	\$ 6,852,000.00
Fringe Benefits	\$ 2,226,900.00	\$ -	\$ -	0.00%	\$ 2,226,900.00
Total Personnel Expenses	\$ 9,078,900.00	\$ -	\$ -	0.00%	\$ 9,078,900.00
Operating Expenses					
Occupancy	\$ 170,000.00	\$ -	\$ -	0.00%	\$ 170,000.00
Materials and Supplies	\$ 383,333.00	\$ -	\$ -	0.00%	\$ 383,333.00
General Operating	\$ 141,667.00	\$ -	\$ -	0.00%	\$ 141,667.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 200,000.00	\$ -	\$ -	0.00%	\$ 200,000.00
Other: Personal Protective Equipment (PPE)	\$ 100,000.00	\$ -	\$ -	0.00%	\$ 100,000.00
Client Transportation	\$ 48,000.00	\$ -	\$ -	0.00%	\$ 48,000.00
Stericycle Hazardous Waste Disposal	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 1,043,000.00	\$ -	\$ -	0.00%	\$ 1,043,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 10,121,900.00	\$ -	\$ -	0.00%	\$ 10,121,900.00
Indirect Expenses	\$ 1,518,285.00	\$ -	\$ -	0.00%	\$ 1,518,285.00
TOTAL EXPENSES	\$ 11,640,185.00	\$ -	\$ -	0.00%	\$ 11,640,185.00
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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

Appendix I
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 for 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

Appendix I

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date 7/2/20

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

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

PRODUCER Heffernan Insurance Brokers 1350 Carlbak Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: Shelaine Gonsalves	
	PHONE (A/C,No,Ext): 925-934-8500	FAX (A/C,No): 925-934-8278
	EMAIL ADDRESS: ShelaineG@heffins.com	
	INSURERS AFFORDING COVERAGE	
INSURED HealthRIGHT 360 1563 Mission Street San Francisco, CA 94103	INSURER A: Nationwide Mutual Insurance Company	23779
	INSURER B: Depositors Insurance Company	42587
	INSURER C: Nationwide Mutual Fire Insurance Company	23779
	INSURER D: Philadelphia Indemnity Insurance Company	18058
	INSURER E: Great American Insurance Company	16691

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L LIABILITY	x		3009735962	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
	GEN'L. AGGREGATE LIMIT APPLIES PER							\$
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/>		\$					
B	AUTOMOBILE LIABILITY	x		BAPD3009735962	07/01/2020	07/01/2021		\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
			\$					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CAA3009735962	07/01/2020	07/01/21	EACH OCCURRENCE	\$10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$10,000,000
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/> \$10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) <input type="checkbox"/>	N/A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			3009735962	07/01/2020	07/01/2021	Each claim/aggregate	\$1mm/\$3mm
C	Excess Professional Liability			CAA3009735962	07/01/2020	07/01/2021	Each claim/aggregate	\$3mm/\$3mm
A	Sexual Misconduct			3009735962	07/01/2020	07/01/2021	Each claim/aggregate	\$1mm/\$2mm
D	Crime			PHSD1554088	07/01/2020	07/01/2021	Limit	\$10,000,000
E	Excess Crime			SAA024161703	07/01/2020	07/01/2021	Limit	\$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: 890 Hayes, 214 Haight, 815 Buena Vista, 2024 Hayes.

City and County of San Francisco, It's officers, agents & employees, Office of Contract Management and Compliance are included as additional insured (and primary) on General Liability and Automobile Liability policies per the attached endorsements, if required.

CERTIFICATE HOLDER CANCELLATION

City and County of San Francisco It's officers, agents & employees Office of Contract Management & Compliance 101 Grove Street, Room 307 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 
---	--

POLICY NUMBERL 3009735962

CG-7360
(Ed. 12-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OTHER INSURANCE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If specifically required by a written contract or agreement, any coverage provided to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

Even if the requirements of the above paragraph are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN SERVICES LIABILITY ENDORSEMENT

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other more specific coverage for the indicated loss exposure is provided by your policy in addition to the coverages provided by the Commercial General Liability Coverage Part. If such other more specific coverage applies, the terms, conditions and limits of such other more specific coverage are the sole and exclusive coverage applicable under this policy, unless otherwise expressly stated on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy's and this endorsement's contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	3
Medical Payments-Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$7,500	3
Supplementary Payment – Loss of Earnings	\$1,500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Named Insured – Newly Acquired	Included	3
Named Insured – Broadened Named Insured	Included	4
Additional Insured – Medical Directors and Administrators	Included	4
Additional Insured – Funding Source	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Broad Form Vendors	Included	5
Additional Insured – Grantor of Franchise	Included	5
Additional Insured – As Required by Contract	Included	6
Additional Insured – State or Political Subdivisions	Included	7
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	8
Damage to Property You Own, Rent or Occupy	\$50,000 limit	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Duties in the Event of Occurrence, Claim or Suit	Included	8
Unintentional Failure to Disclose Hazards	Included	9
Liberalization	Included	9
Bodily Injury – includes Mental Anguish	Included	9
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Key and Lock Replacement – Janitorial Services Client Coverage	\$15,000 Limit	10

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke or leakage from automatic fire protective systems” where it appears in:
 - a. The last paragraph of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
 - b. The first paragraph immediately following Exclusion j.(6) of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY under Subsection 2. Exclusions
 - c. SECTION III – LIMITS OF INSURANCE, Paragraph 6.;
 - d. SECTION V – DEFINITIONS, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the term “Fire insurance” is changed to “insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:
 - a. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, items b.(1)(a)(ii).
3. The Damage to Premises Rented to You Limit shown on the Declarations is deleted and replaced by \$1,000,000. \$1,000,000 is the only limit of liability for Damage to Premises Rented to You and this limit will not be combined with the limit shown on the Declarations for this coverage. This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

Provided, however, that if you assume liability in a contract or agreement regarding the rental or lease of a premises on behalf of your client, this Damage to Premises Rented by You limit is superceded and replaced by the limit of insurance provided by Section I. Limited Rental Lease Agreement Contractual Liability of this endorsement. The term client as used in this section has the same meaning as provided by Section I. Limited Rental Lease Agreement Contractual Liability herein.

B. Extended “Property Damage”

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted and replaced by the following:

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

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of such a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit shown on the Declarations is deleted and replaced by \$20,000. \$20,000 is the only limit of insurance for Medical Expenses and this limit will not be combined with the limit shown on the Declarations for this coverage.
2. COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, Paragraph a(3)(b) is amended to read: provided that:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

E. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions, Exclusion e. Athletic Activities** is deleted and replaced with the following:

e. Athletic Activities

To a person injured while practicing or participating in any physical exercises or games, sports, or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any physical exercises or games, sports, or athletic contests.

F. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** provision, items 1.b. and 1.d. are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$7,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$1,500 a day.

G. Employee Indemnification Defense Coverage

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

3. We will reimburse you for defense costs that you incur in the defense of an “employee” who is directly involved in a criminal proceeding that arises out of such “employee’s” acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business and which would otherwise be covered by this insurance.

The most we will reimburse you for defense costs that you incur in the defense of an “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all “employees”, regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

H. SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted and replaced with the following:

- a. Coverage under this provision is afforded until the end of the policy period during which you acquired or formed the organization.

2. Each of the following is also an insured:

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage (whether through ownership of voting securities, by contract or otherwise) on the effective date of this Coverage Part which is not named in the Declarations as a Named Insured, and which is also not insured under another similar policy, or would not have been insured but for such policy’s termination or the exhaustion of its limits of insurance.

3. Each of the following is also an additional insured:

- a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services as a physician or psychiatrist in the treatment of a patient.

- b. Funding Source – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to:

- (a) Any “occurrence” or offense which takes place after you cease to lease or occupy that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- c. Home Care Providers – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled.

- d. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- e. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such organization or person have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only as specified by such written contract or agreement.
- A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- f. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- g. Broad Form Vendors – Any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranty unauthorized by you;
3. Any physical or chemical change the vendor intentionally made to the product;
4. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
5. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
6. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
7. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
8. "Bodily injury" or "property damage" arising out of the negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf and which was not caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

The insurance provided to such additional insured vendor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above in the first paragraph of this subsection g., whichever is less.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection g., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- h. Grantor of Franchise – Any person(s) or organization(s) with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability as grantor of a franchise to you.

The insurance provided to such additional insured franchisor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection h., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- i. As Required by Contract – Any person or organization for whom "you" are performing operations, or to whom you are leasing, subleasing or otherwise entrusting the use or occupancy of premises owned by or rented to "you", only as specified under a written contract, lease, sublease or agreement that requires that such person or organization be added as an additional insured on "your" policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured" in the performance of the "Named Insured's" ongoing operations for the additional insured or in connection with such premises owned by or rented to a "Named Insured", but in both instances only as specified under the written contract, lease, sublease or agreement. A person's or organization's status as an additional insured under this endorsement ends the earlier of when "your" on-going operations for that additional insured are completed or when "you" no longer are contractually required to include such person or organization as an additional insured under "your" policy.

The insurance provided to an additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured" to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
- 2 The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i., whichever is less.

With respect to the insurance afforded to an additional insured under this subsection i., the following exclusions are added:

1. This insurance does not apply if the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
2. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or, surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
5. "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Other Insurance

1. If specifically required by the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract, lease or sublease does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

Definitions

Solely for purposes of the insurance afforded to an additional insured by this endorsement:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

- j. State or Political Subdivisions – Any state or political subdivision with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability with respect to on-going operations performed by you or on your behalf for which the state or political subdivision has issued a permit or license.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance provided to such additional insured state or political subdivision by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

1. If specifically required by the written contract or agreement referenced above, any coverage provided by this subsection k. to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

I. Limited Rental Lease Agreement Contractual Liability

The following is added to paragraph (2) of Exclusion b. **Contractual Liability** of **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, under Subsection 2. **Exclusions**:

We agree to indemnify the Named Insured for their liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your client whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

J. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and is replaced with the following:

Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, in which case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and will be included within and not be in addition to the Each Occurrence Limit. A client, as used in this provision, is defined as a person under your direct care and supervision for whom you are providing goods and/or services.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

K. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is expressly made in a written contract.

L. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim or a “suit”, applies only when the “occurrence” or offense which may result in a claim or a “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure to Disclose Hazards

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

N. Liberalization

If we make a change which broadens coverage under this edition of this endorsement without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 45 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this endorsement; or
2. Another amendatory endorsement.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is deleted in its entirety and replaced by the following:

“Bodily Injury”:

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

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is amended to read:
 - b. Malicious prosecution or abuse of process;
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means injury, including consequential “bodily injury”, arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

 - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (a) Any insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
 - (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
 - (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

Q. Key and Lock Replacement – Janitorial Services Client Coverage

1. We will pay for the cost to replace keys and locks at the “client’s” premises due to theft or other loss to keys entrusted to you by your “client”, up to a \$15,000 limit per occurrence/\$15,000 policy aggregate.
2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.
3. The following, when used in this coverage only, are defined as follows:
 - a. “Client” means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and you have billed for your services.
 - b. “Employee” means:
 - (1) Any natural person:
 - (a) While in your services or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for an “employee” as defined in Paragraph 1. above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
while that person is subject to your direction and control and performing services for you.
 - (3) “Employee” does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any “manager”, director or trustee except while performing acts coming within the scope of the usual duties of an “employee”.
 - c. “Manager” means a person serving in a directorial capacity for a limited liability company.

Policy Number: BAPD3009735962

COMMERCIAL AUTO

**CA-7200
(Ed. 12-14)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

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

Schedule

The premium for this endorsement is \$

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

SUMMARY OF COVERAGES

- I. Section II – Liability Coverage**
 - A. Broad Form Insured**
 - B. Employees as Insureds**
 - C. Liability Coverage Extensions – Supplementary Payments**
 - D. Prejudgment Interest Coverage**
 - E. Amendment of Fellow Employee Liability Exclusion**
 - F. Additional Insured by Contract, Permit or Agreement**

- II. Sections III and IV – Physical Damage Coverage**
 - A. Hired Car Physical Damage**
 - B. Physical Damage Coverage Extensions**
 - a. Transportation Expenses**
 - b. Loss of Use Expenses**
 - c. Extra Expense**
 - C. Personal Effects Coverage**
 - D. Accidental Discharge of Airbag**
 - E. Lease/Loan Gap Coverage**
 - F. Deductible Amendments**
 - G. Towing and Labor**
 - H. Rental Reimbursement**

- III. Sections IV and V – Conditions**
 - A. Notice of and Knowledge of Occurrence**
 - B. Unintentional Failure to Disclose Hazards**
 - C. Hired Car – Coverage Territory**
 - D. Waiver of Subrogation**

- IV. Sections V and VI – Definitions**
 - A. Mental Anguish**
 - B. Additional Definitions**

- V. Cancellation Conditions**

I. SECTION II – LIABILITY COVERAGE is amended as follows:

A. BROAD FORM INSURED

Paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:

1. For covered “autos”, the Named Insured shown in the Declarations is amended to include:
 - a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limits of Insurance.
 - b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an “insured” under any other automobile policy,
 - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
 - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization, or an “accident” that occurs before or after the end of the policy period.

B. EMPLOYEES AS INSUREDS

For covered “autos”, paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:

Any “employee” of yours while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Supplementary Payments (2) and (4) under paragraphs A.2.a of the BUSINESS AUTO COVERAGE FORM and A.4.a of the GARAGE COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings, up to \$500 a day because of time off from work.

D. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to **Section II, LIABILITY COVERAGE, Supplementary Payments** under items A.2.a. of the BUSINESS AUTO COVERAGE FORM and A.4.a. of the GARAGE COVERAGE FORM:

- (7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

Paragraph B.5. Exclusions – Fellow Employee does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of Section II – Liability Coverage of the BUSINESS AUTO COVERAGE FORM and A.3.a. and A.3.b. if Section II – Liability Coverage of the GARAGE COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a “bodily injury” or “property damage” occurrence is an “insured” for liability coverage. However, with respect to covered “autos”, such person or organization is an insured only to the extent that person or organization qualifies as an “insured” under A.1. Who is an Insured of Section II – Liability Coverage of the BUSINESS AUTO COVERAGE FORM or A.3. of Section II – Liability Coverage of the GARAGE COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and **SECTION IV – PHYSICAL DAMAGE COVERAGE** of the GARAGE COVERAGE FORM are amended by adding the following:

A. HIRED CAR PHYSICAL DAMAGE

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire, subject to the following limit and applicable deductible:

The most we will pay for any one “accident” or “loss” to any hired “auto” is the lesser of:

1. the actual cash value of the hired “auto”. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total “loss”;
2. the cost to restore the hired “auto” to its “pre-accident physical condition”; or
3. \$50,000.

If a repair or replacement part restores the hired “auto” to better than its “pre-accident physical condition” we will not pay for the amount of the “betterment”.

The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph 4. – Coverage Extension of A. Coverage of the BUSINESS AUTO COVERAGE FORM and paragraph 3. – Coverage Extension – Loss of Use Expenses of Coverage A. Coverage of the GARAGE COVERAGE FORM is replaced by the following:

Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered “auto”. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss.”

b. Loss of Use Expenses

For Hired Auto, Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

c. Extra Expense

We will also pay for the expense of returning a stolen covered “auto” to you.

C. PERSONAL EFFECTS COVERAGE

The following paragraph is added as **A.5.** of the BUSINESS AUTO COVERAGE FORM and **A.4.** of the GARAGE COVERAGE FORM, **Personal Effects Coverage**:

5. We will pay up to \$500 for “loss” to wearing apparel and other personal effects which are:
 - a. owned by an “insured”; and
 - b. in or on your covered “auto”.

This coverage applies only in the event of a total theft of your covered “auto.” No deductible applies to this coverage.

D. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to **Section B. Exclusions**:

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

E. LEASE/LOAN GAP COVERAGE

If a long term leased or financed "auto" is a covered "auto", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

1. representing taxes;
2. overdue payments;
3. penalties, interest or charges resulting from overdue payments;
4. additional mileage charges;
5. excess wear and tear charges;
6. lease termination fees;
7. security deposits not refunded by the lessor or financial institution;
8. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
9. carry-over balances from previous loans or leases;
10. final payment due under a "balloon loan";
11. the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
12. any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered "auto."

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

F. DEDUCTIBLE AMENDMENTS

The following are added to paragraph **D. Deductible** of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

G. TOWING AND LABOR

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck is disabled:

1. \$100 for a covered "auto" rated and classified as a private passenger type vehicle.
2. \$150 for a covered "auto" rated and classified as a light truck type. For the purpose of this coverage light trucks are defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

However, the labor must be performed at the place of disablement.

CA-7200 (Ed. 12-14)

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H. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage Item A. Coverage of the BUSINESS AUTO COVERAGE FORM or **Section IV – Physical Damage Coverage Item A. Coverage** of the GARAGE COVERAGE FORM is amended by adding the following:

This coverage applies only to a covered “auto” rated and classified as a private passenger or light truck type as follows:

1. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto”. We will pay only for those covered “autos” for which you carry comprehensive and collision coverage. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred, or
 - b. \$50 per day, up to a maximum of \$1,500.
4. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
5. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extension**.

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

III. SECTION IV – BUSINESS AUTO CONDITIONS and SECTION V – GARAGE CONDITIONS are amended as follows:

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

1. Your obligation in paragraph **A.2.a., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss**, relative to notification requirements applies only when the “accident” or “loss” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.
2. Your obligation in paragraph **A.2.b., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph **B.2. General Conditions – Concealment, Misrepresentation or Fraud**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

C. HIRED CAR – COVERAGE TERRITORY

Item (5).(a) of paragraph B.7. **General Conditions – Policy Period, Coverage Territory** is replaced by the following:

(5).(a) A covered “auto” is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

D. WAIVER OF SUBROGATION

The Transfer of Rights of Recovery Against Others To Us Loss Condition is amended by adding the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or agreement executed prior to any “accident” because of payments we make for damages under this coverage form.

IV. SECTION V – DEFINITIONS of the BUSINESS AUTO COVERAGE FORM and **SECTION VI – DEFINITIONS** of the GARAGE COVERAGE FORM are amended as follows:

A. MENTAL ANGUISH

The definition of “bodily injury” in the DEFINITIONS section is replaced by the following:

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

B. ADDITIONAL DEFINITIONS

The following definitions are added:

“Betterment” means the amount of increase to the pre-damaged or pre-loss cash value of an “auto” attributed to the use of replacement parts which are of a type that are normally subject to repair and replacement during the useful life of an “auto” including but not limited to tires and batteries.

“Pre-accident physical condition” means the operational safety, function and appearance of the “auto” immediately prior to when the damage in question was sustained.

V. CANCELLATION CONDITION

Paragraph A.2. of the **COMMON POLICY CONDITION – CANCELLATION** applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A++ Superior" Category "XV" by A.M. Best & Company.

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000
Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2021
Expiration: January 1, 2022

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Harris". The signature is written in a cursive, flowing style.

Jacqueline Harris
Director of Underwriting
RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December 2004


MARK T. JOHNSON
MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


JOHN M. REA
DIRECTOR

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF SELF-INSURANCE PLANS

11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **4515** was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 03rd of December 2020

A handwritten signature in cursive script, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Monument Insurance Services
255 Great Valley Pkwy, Ste 200
Malvern, Pa 19355

NUMBER : 4515 - 0088

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Healthright 360

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master CertificateHolder)

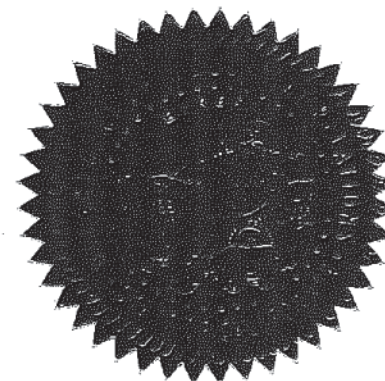
STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : July 1, 2016

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Lyn Asio Booz

Lyn Asio Booz, Chief

Christine Baker

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

**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**

October 1, 2020-June 30, 2021
P-650 (4-19; DPH 4-18)

Original, #1000019338
Healthright 360

TABLE OF CONTENTS

Article 1 Definitions 1

Article 2 Term of the Agreement..... 2

 2.1 Term. 2

Article 3 Financial Matters 2

 3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation..... 2

 3.2 Guaranteed Maximum Costs..... 3

 3.3 Compensation..... 3

 3.4 Audit and Inspection of Records..... 4

 3.5 Submitting False Claims. 5

 3.6 Payment of Prevailing Wages. (Reserved)..... 6

Article 4 Services and Resources 6

 4.1 Services Contractor Agrees to Perform..... 6

 4.2 Qualified Personnel..... 6

 4.3 Subcontracting..... 7

 4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses. 7

 4.5 Assignment..... 8

 4.6 Warranty..... 9

 4.7 Liquidated Damages..... 9

 4.8 Bonding Requirements..... 9

Article 5 Insurance and Indemnity 9

 5.1 Insurance. 9

 5.2 Indemnification. 11

Article 6 Liability of the Parties 12

 6.1 Liability of City..... 12

 6.2 Liability for Use of Equipment. 12

 6.3 Liability for Incidental and Consequential Damages..... 12

Article 7 Payment of Taxes 12

 7.1 Taxes. 12

7.2 Possessory Interest Taxes..... 12

7.3 Withholding..... 13

Article 8 Termination and Default..... 13

8.1 Termination for Convenience..... 13

8.2 Termination for Default; Remedies..... 15

8.3 Non-Waiver of Rights. 16

8.4 Rights and Duties upon Termination or Expiration. 16

Article 9 Rights In Deliverables 17

9.1 Ownership of Results. 17

9.2 Works for Hire. 17

Article 10 Additional Requirements Incorporated by Reference..... 18

10.1 Laws Incorporated by Reference..... 18

10.2 Conflict of Interest..... 18

10.3 Prohibition on Use of Public Funds for Political Activity. 18

10.4 Consideration of Salary History. 18

10.5 Nondiscrimination Requirements 19

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance..... 19

10.7 Minimum Compensation Ordinance. 19

10.8 Health Care Accountability Ordinance..... 19

10.9 First Source Hiring Program..... 20

10.10 Alcohol and Drug-Free Workplace. 20

10.11 Limitations on Contributions..... 20

10.12 Slavery Era Disclosure. 21

10.13 Working with Minors. 21

10.14 Consideration of Criminal History in Hiring and Employment Decisions) 21

10.15 Public Access to Nonprofit Records and Meetings..... 21

10.16 Food Service Waste Reduction Requirements. 21

10.17 Distribution of Beverages and Water. 22

10.18 Tropical Hardwood and Virgin Redwood Ban..... 22

10.19 Preservative Treated Wood Products. 22

Article 11 General Provisions 22

11.1 Notices to the Parties. 22

11.2 Compliance with Americans with Disabilities Act. 23

11.3 Incorporation of Recitals. 23

11.4 Sunshine Ordinance. 23

11.5 Modification of this Agreement. 23

11.6 Dispute Resolution Procedure. 23

11.7 Agreement Made in California; Venue. 24

11.8 Construction. 24

11.9 Entire Agreement. 24

11.10 Compliance with Laws. 24

11.11 Severability. 24

11.12 Cooperative Drafting. 24

11.13 Order of Precedence. 25

11.14 Notification of Legal Requests. 25

Article 12 Department Specific Terms 25

12.1 Third Party Beneficiaries. 25

12.2 Exclusion Lists and Employee Verification. 25

Article 13 Data and Security 27

13.1 Nondisclosure of Private, Proprietary or Confidential Information. 27

13.2 Payment Card Industry (“PCI”) Requirements. 27

13.3 Business Associate Agreement. 27

13.4 Management of City Data and Confidential Information. 28

Article 14 MacBride Principles -Northern Ireland. 29

Article 15 Official Actions Relating to the Emergency; FEMA Assistance. 277

15.1 Orders of Local, State or Federal Officials. 278

15.2 FEMA Assistance. 27

**Agreement between the City and County of San Francisco and
Health Right 360**

This Agreement is made this 1st day of October, 2020, in the City and County of San Francisco, State of California, by and between Health Right 360 1735 Mission Street, San Francisco, CA 94103, a non-profit entity, (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to provide isolation and quarantine sites for people who test positive for COVID-19 and others who are under investigation for COVID-19 infection. The Department of Public Health also wishes to provide behavioral health, nursing and medical support services for these individuals; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFQ-130-HSH-2020, Request for Qualifications (“RFQ’s”) issued on July 31, 2020 in which City selected Contractor as a qualified scorer pursuant to the RFQ; and

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number 42054-20/21 on October 5, 2020;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and Department of Public Health.”

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information,

including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 "Contractor" or "Consultant" means Health Right 360, 1735 Mission Street, San Francisco, CA 94103.

1.6 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.7 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.8 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.9 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.10 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 Term.

The term of this Agreement shall commence on October 1, 2020 and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 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.

3.2 **Guaranteed Maximum Costs.**

The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Seventy Seven Thousand Seven Hundred Fifty Six Dollars (\$9,777,756)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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 at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments

due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System).**

3.3.6 **Getting paid by the City for goods and/or services.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 **Federal and/or State Funded Contracts.**

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, 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 between Contractor and City.

(b) **Reserved. (Grant Terms).**

3.4 **Audit and Inspection of Records.**

3.4.1 Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. 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 fewer than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.2 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 \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

If Contractor expends less than \$750,000 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.

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, 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.

3.4.4 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.

3.5 Submitting False Claims.

The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or

subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

3.6 Payment of Prevailing Wages. (Reserved)

3.7 Contract Amendments; Budgeting Revisions.

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

3.7.2 City Revisions to Program Budgets: The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

3.7.3 City Program Scope Reduction. Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform.

Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Qualified Personnel.

Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below:

Stericycle Hazardous Waste Disposal

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, 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.

4.4.2 Payment of Employment 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 or a Contractor staff member 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 employment 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 find an employment tax 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 this Section 4.4 shall be solely limited to 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 attorneys' fees, arising from this section.

4.5 Assignment.

The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to

the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 Warranty.

Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 Reserved. (Liquidated Damages).

4.8 Reserved. (Bonding Requirements).

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. 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:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) 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.
- (d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.
- (f) Reserved. (Technology Errors and Omissions Liability).

(g) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.4 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 Section 11.1, entitled "Notices to the Parties."

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 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.

5.1.9 Reserved. (Waiver of Subrogation).

5.1.10 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.

5.2 **Indemnification.**

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises 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, 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. 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. 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.

5.2.2 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.

5.2.3 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 arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City.

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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

6.2 Liability for Use of Equipment.

City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for 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.

Article 7 Payment of Taxes

7.1 Taxes.

Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes.

Contractor acknowledges 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:

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

7.3 **Withholding.**

Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 **Termination for Convenience**

8.1.1 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.

8.1.2 Upon receipt of the notice of termination, 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 may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) 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.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) 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.

8.1.3 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:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

(c) 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.

(d) 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.

8.1.4 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 listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated

profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) 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; (iii) makes an assignment for the benefit of its creditors; (iv) 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 (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) 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, (ii) 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 (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 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, including by exercising its rights under San Francisco Administrative Code § 21.33; 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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **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.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services		9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance		9.2	Works for Hire
3.4	Audit and Inspection of Records		11.6	Dispute Resolution Procedure
3.5	Submitting False Claims		11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity		11.8	Construction
6.1	Liability of City		11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages		11.10	Compliance with Laws
Article 7	Payment of Taxes		11.11	Severability
8.1.6	Payment Obligation		Article 13	Data and Security
			Appendix E	Business Associate Agreement

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall 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.

Article 9 Rights In Deliverables

9.1 Ownership of Results.

Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire.

If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference.

The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest.

By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity.

In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History.

Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former

employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements

10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. 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 employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.

Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance.

If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance.

If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program.

Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701)

10.11 Limitations on Contributions.

By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such

contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure).

10.13 Reserved. (Working with Minors).

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 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 <http://sfgov.org/olse/fco>. 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.

10.14.2 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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T 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.

10.15 Public Access to Nonprofit Records and Meetings.

If 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 must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements.

Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverages and Water.

10.17.1 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall 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.

10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

10.18 Tropical Hardwood and Virgin Redwood Ban.

Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Reserved. (Preservative Treated Wood Products).

Article 11 General Provisions

11.1 Notices to the Parties.

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

- To CITY: Office of Contract Management and Compliance
Department of Public Health
1380 Howard Street, 4th Floor
San Francisco, California 94103 e-mail: David.folmar@sfdph.org
- And: Elizabeth Davis
CONTRACTS DEVELOPMENT AND TECHNICAL ANALYSIS
1380 HOWARD STREET
SAN FRANCISCO, CA 94103 e-mail: Elizabeth.Davis@sfdph.org
- To CONTRACTOR: HEALTH RIGHT 360
1735 Mission Street
SAN FRANCISCO, CA 94103 e-mail: tduong@healhttright360.org

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals.

The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance.

Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 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. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. 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. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. 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 California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 Health and Human Service Contract Dispute Resolution Procedure.

The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix J incorporated herein by this reference.

11.7 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.

11.8 Construction.

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

11.9 Entire Agreement.

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws.

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules 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.

11.11 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.

11.12 Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated July 31, 2020. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 Notification of Legal Requests.

Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 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.

12.2 Exclusion Lists and Employee Verification.

Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists must be retained for seven years.

12.3 Certification Regarding Lobbying.

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

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

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

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

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

12.4 Materials Review.

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

12.5 Emergency Response.

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The Plan should include site specific plans to respond at the time of an emergency (emergency response plans) and plans to continue essential services after a disaster (continuity of operations plans). 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 and a continuity of operations 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.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing 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 or Confidential Information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements).

13.3 Business Associate Agreement.

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, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

1. Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
 - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
2. **NOT do any of the activities listed above in subsection 1;** Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.
DPH NOTE: This option requires review and approval from the SFDPH Office of Compliance and Privacy Affairs.

13.4 Management of City Data and Confidential Information

13.4.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any

work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.3 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

13.4.4 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.

Article 14 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

Article 15 Official Actions Relating to the Emergency; FEMA Assistance.

15.1 Orders of Local, State or Federal Officials.

City and Contractor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. City and Contractor mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order ("Official Actions"), as they may be revised and updated. If the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern. Contractor shall stay updated on the status of the City Health Officer orders by checking the Department of Public Health website (sfdph.org) regularly.

15.2 FEMA Assistance.

This is an acknowledgement that FEMA financial assistance will be requested by City and if provided will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the FEMA Contract Requirements attached hereto as Appendix D and incorporated herein by reference.


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

CITY


CONTRACTOR

Recommended by:

Health Right 360

DocuSigned by:

 28527524752949F...
 12/30/2020 | 6:57 AM PST

 Date
 Grant Colfax, MD
 Director of Health
 Department of Public Health

DocuSigned by:

 38564B73F4A64A5...
 12/7/2020 | 2:24 PM PST

 Date
 Vitka Eisen
 Chief Executive Director
 Supplier ID: 0000018936

Approved as to Form:


Dennis J. Herrera
City Attorney

DocuSigned by:

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 12/29/2020 | 4:49 PM PST

 Date
 Louise S. Simpson
 Deputy City Attorney

Approved:

DocuSigned by:

 9AEA44694D514E7...
 12/30/2020 | 10:11 AM PST

 Date
 Sailaja Kurella
 Acting Director of the Office of Contract
 Administration, and Purchaser

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: FEMA Contract Requirements
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: COVID Proclamation
- H: 214 Form COVID 19 Template
- I: Dispute Resolution Procedure

1. Appendix A Scope of Services – DPH Behavioral Health Services

1. Terms

- A. Contract Administrator
- B. Reports
- C. Evaluation
- D. Possession of Licenses/Permits
- E. Adequate Resources
- F. Admission Policy
- G. San Francisco Residents Only
- H. Grievance Procedure
- I. Infection Control, Health and Safety
- J. Aerosol Transmissible Disease Program, Health and Safety
- K. Acknowledgement of Funding
- L. Client Fees and Third Party Revenue
- M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System
- N. Patients' Rights
- O. Under-Utilization Reports
- P. Quality Improvement
- Q. Working Trial Balance with Year-End Cost Report
- R. Harm Reduction
- S. Compliance with Behavioral Health Services Policies and Procedures
- T. Fire Clearance
- U. Clinics to Remain Open
- V. Compliance with Grant Award Notices

2. Description of Services

3. Services Provided by Attorneys

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Elizabeth Davis**, Program Manager, 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. Aerosol Transmissible Disease Program, Health and Safety:

- (1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.
- (2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- (3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

- (1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, 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.

M. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

Treatment Service Providers use the BHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), BHS Quality Management and BHS Program Administration.

N. Patients' Rights:

All applicable Patients' Rights laws and procedures shall be implemented.

O. 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.

P. 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.

Q. 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.

R. 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.

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, 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.

T. 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.”

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

Remaining open shall include offering individuals being referred or requesting SERVICES appointments within 24-48 hours (1-2 working days) for the purpose of assessment and disposition/treatment planning, and for arranging appropriate dispositions.

In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTRACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Isolation and Quarantine Sites

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

Appendix A-1

1. Identifiers:

Program Name: Isolation and Quarantine Sites

Program Address, City, State, ZIP: TBD

Telephone/FAX: TBD

Website Address: www.healthright360.org

Contractor Address, City, State, ZIP:

1563 Mission St, 4th Floor, San Francisco, CA 94103

contracts@healthright360.org

Program Director: Kathleen Johnson-Silk

Telephone: 415-969-6528

Email Address: ksilk@healthRIGHT360.org

Program Code(s) **(if applicable)**:

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

HealthRIGHT 360's goal is:

- To reduce transmission and mitigate morbidity and mortality from COVID-19 disease.
- To provide San Francisco's unhoused and marginally housed suspected or confirmed COVID-19 a space to stay until the end of their isolation or quarantine period.
- To provide low-acuity medical and behavioral health support for suspected or confirmed COVID-19 patients staying at I&Q sites.
- To discharge post-COVID patients from I&Q sites appropriately.
- To provide a safe, dignified, and stigma-free atmosphere; fostering a radical hospitality approach.
- To create an environment rooted in the principles of harm reduction and trauma-informed service delivery.

4. Priority Population:

The target population are:

- 1) Laboratory-confirmed COVID-19 infection who do not require hospitalization, but live in a congregate setting or are people experiencing sheltered/unsheltered homelessness and cannot safely isolate in their current housing setting
- 2) People who are symptomatic, but do not require hospitalization, have a known contact with a confirmed COVID-19 case, and who live in congregate settings or are people experiencing sheltered/unsheltered homelessness and cannot safely isolate in their current housing setting
- 3) People who are symptomatic, but not requiring hospitalization while awaiting test results with suspected community transmission, who live in congregate settings and cannot be isolated elsewhere in their living facility, or are people experiencing sheltered/unsheltered homelessness.
- 4) People who are asymptomatic, have known contact with a confirmed COVID-19 case who live in congregate settings or are people experiencing sheltered/unsheltered homelessness and cannot safely isolate in their current housing setting

5. Modality(s)/Intervention(s):

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
Client Bed Day 80 Beds Capacity x 75% Projected Utilization x 9 Months Average Length of Stay is expected to be 14 days	16,200	1,157
Total UOS Delivered	16,200	
Total UDC Served		1,157

6. Methodology:

Indirect Services (programs that do not provide direct client services, such as Fiscal

Intermediary/Program Management contractors): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

1. Outreach, recruitment, promotion, and advertisement:

Page | 2

October 1, 2020-June 30, 2021

P-600 (4-19; DPH 4-18)

Original, #1000019338

Health Right 360

Not Applicable

2. Admission, enrollment and/or intake criteria and process where applicable:

Current residential status must be one (1) of the following:

- Living in a congregate setting (SRO, Navigation Center, Shelter, Residential Rehab, Board and Care, etc.) with no way to self-isolate
- Living in a shared small space where unable to stay less than 6 feet away from other
- Living in a space with a shared bathroom and or shared kitchen, and person unable to maintain appropriate hygiene (wash hands before/after use, wipe down surfaces after use) Living with someone who is considered vulnerable for morbidity and mortality (over 60 and/or with underlying immunocompromising conditions) with no way to self-isolate from that person
- Exiting a health care or other institution with no identified residence at time of discharge
- Unsheltered homeless: living on the street/tent/car/place not meant for habitation.

Current clinical status must be one (1) of the following:

- Confirmed positive COVID-19 test result
- Recent sustained contact (within 6 feet for a prolonged period of time) with a confirmed positive COVID-19 case
- Person under investigation (PUI) based on:
- Symptoms <https://www.cdc.gov/coronavirus/2019-ncov/symptomstesting/symptoms.html>
- Pending test results or requiring a test

In addition to residential and clinical status, referrals are screened via the following criteria to determine if the current Isolation and Quarantine centers are a safe and appropriate fit for the guest:

- Person is able to care for their own hygiene, toileting, and medication management;
- Able to self-monitor symptoms: check their own temperature and oxygen;
- The person has not demonstrated any impulse or behavioral control issues during their stay at hospital, shelter, or program that did not respond to verbal redirection
- Besides mild respiratory symptoms, no acute medical issues;
- Person has agreed to stay in a city supported room for the remainder of their care

Individuals that meet **any** of the following criteria will **NOT** be referred to the I&Q hotels:

- Person is unable to care for their own hygiene, toileting, medication management and checking their own temperature
- Unable to cognitively understand and adhere to isolation procedures
- Not medically stable enough to be managed in the community

- Needs significant support with activities of daily living (ADLs) or medical needs such as wound care, oxygen, checking blood sugar, etc. (emergency IHSS may be available on a case by case basis for limited ADL support)
- Demonstrates active self-harming behaviors, suicide or homicidal aggression

When a new guest arrives at I&Q

Safety Monitors will welcome the new guest and do a quick “check-in” letting them know the intake procedure that they are about to undergo, before they are taken to their room. Safety Monitors will escort the guest to the Intake station and introduce the guest to the RN.

RNs will:

- Review intake information collected by ReACT team on RTZ (or other designated EHR system)
- Review discharge paperwork from the hospital or clinic if present
- Will document symptom review in RTZ (Or other EHR system):
 - Coughing Symptoms
 - Quality of breath/respiration
 - Subjective fever
 - Headache
 - Diarrhea
 - Myalgias
 - Sore throat
 - Chills
 - Rhinorrhea
 - Sinus congestion
 - Fatigue
- Document temperature and SpO2 in RTZ (or other designated EHR system)
- Conduct COVID-19 testing if indicated (including placing order in Epic, completing PHL paper requisition form and collecting specimen)

Additional Screening

Additionally, upon intake, all participants will be clinically screened using the Housing Opiate Overdose Risk Assessment Tool. Participants who score highly on the HOORAT will be placed on a “high-priority” list and monitored more frequently. To create an atmosphere of trust and respect, participants will be informed that while drug use is not condoned, no one will be punished for using drugs, as our staff are here first and foremost to support them and keep them safe.

RN will complete intake, ensure that all intake forms have been completed and that the guest has signed the Guest Guidelines and Agreement Form, and the Immediate Safety Exit Policy. The RN will then

escort the guest to their room, and hand them the Guest Welcome Letter that contains details of services, guidance, and other client focused information such as drug safety and availability of harm reduction supplies. The RN lets the guest know that the Health Worker team will call the guest using the site phone system within 24hrs of guest being admitted by nursing team. The Health Worker team will review the Guest Welcome Letter in detail with the guest and ask if they have any questions or concerns. The Health Worker Team will then conduct a needs assessment with the guest to determine the following non-medical needs of the guest:

- Connections to providers
- Check for any existing guest appointments
- Check for any essential business needs
- SUD/EtOH/Harm Reduction needs
- Adherence support
- Discharge Planning

The Health Worker team develops a Care Plan with the guest to support them during their I&Q stay and problem solve around essential business needs and existing appointments. The Behavioral Health team will also start the guests discharge plan. The Health Worker Team then documents the Care Plan and any other relevant guest information in the RTZ database (or other designated EHR system).

3. Service delivery model

Behavioral Health Services Onsite & Referral/Linkage

Crisis management and de-escalation: We will use a comprehensive approach to prevent crises stemming from overdose. All participants and staff will be trained in Overdose Prevention and Narcan Administration. All HR360 staff will be trained in Overdose Prevention, Rescue, and Response (OPPR). HR360 has several overdose prevention policies and procedures already in place that we will utilize for this program. Based on California Civil Code, Section 1714.22, HR360's Opioid Overdose Prevention and Response Protocol outlines staff procedures for responding to overdoses that occur onsite. It is HR360's policy to call emergency services in the case of a suspected opioid overdose. In order to improve the likelihood of a good health outcome for the individual, our protocol outlines interventions that can be done by HR360 staff while waiting for emergency services.

All staff assigned to this program will also be trained in mental health crisis identification, management, and de-escalation. Our approach is informed by the SAMHSA-published toolkit, Practice Guidelines: Core Elements in Responding to Mental Health Crises. Our response aims to avoid harm to the individual in crisis and intervene in person-centered ways (e.g. account for the individual's unique circumstances, preferences, and goals).

Page | 5

October 1, 2020-June 30, 2021

P-600 (4-19; DPH 4-18)

Original, #1000019338

Health Right 360

Medical Support

Monitoring symptoms and coordinating transfer to a hospital as required: Our Medical Team will record any instances of fever, chills, shortness of breath/difficulty breathing, fatigue, muscle aches, headaches, loss of taste or smell, sore throat, congestion, nausea, diarrhea, and any other clinician-observed or participant-reported symptoms. Our clinicians will monitor any new and/or worsening symptoms and use their clinical judgment to determine when/if transfer to a hospital is medically indicated.

Precursors to hospitalization may include but are not limited to COVID-related signs such as: oxygen saturation below 90, elevated heart rate, high fever, signs of severe respiratory distress, and abnormal vitals. Hospitalization may also be necessary to address medical emergencies unrelated to COVID, including overdose, severe mental health crises, and any other medical health emergency.

In non-emergency situations, transfer to hospitalization will be facilitated through our Drivers who will provide safe transfers of participants from the I&Q site to external locations as recommended by medical and behavioral health staff. In cases of emergency, 911 will be called.

Supporting and coordinating response to medical crises: HR360 has several overdose prevention policies and procedures already in place that we will utilize for this program. Based on California Civil Code Section 1714.22, HR360's Opioid Overdose Prevention and Response Protocol outlines staff procedures for responding to overdoses that occur onsite. It is HR360's policy to call emergency services in the case of a suspected opioid overdose. In order to improve the likelihood of a positive health outcome for the individual, the protocol outlines the interventions that can be done by HR360 staff while waiting for emergency services to arrive.

Other medical crises will be responded to by our Registered Nurses, Medical Assistants, Physicians, Health Workers, and Supervising Health Workers. These staff will collaborate to a) address immediate participant needs to the furthest extent possible, and b) determine whether hospitalization is indicated.

Developing treatment plans and making referrals: Treatment plans will be developed through collaboration between HR360 medical and behavioral health staff. Our team will review information from the referring entity, as well as that collected during the participant's I&Q intake and initial needs assessment. Treatment plans will be individualized based on the participants' health needs and associated level of support. However, treatment plans for COVID-19 positive participants will inevitably share some elements, such as: monitoring fluid intake; providing supportive medication to manage symptoms; and following additional treatment guidelines as determined by the County, the CDC, Harm Reduction Coalition, and other credible sources. When participants are ready for discharge, medical staff

will review the case and ensure that appropriate treatment plans, recommendations for follow up, and referrals to necessary services are in place.

Performing rounds: Rounds will be performed to ascertain both the medical condition of participants and the state of their mental wellbeing. The majority of communication and assessment will happen via telephone, but there may be instances when a nurse or medical provider may need to enter the Guest's room in order to render emergency medical care, administer injectable medications, or to complete a medical assessment. In these situations, the Guest will be asked to wash their hands and put on a surgical mask prior to the medical staff entering their room. All staff entering a Guest's room are expected to don full PPE, dispose of it properly, and wash hands thoroughly afterwards.. Daily symptom checks will be completed by the RN or other clinical staff throughout the daytime shift (7a-7p), ensuring that all patients residing in the facility have been contacted by end of shift. Symptom check calls will start as early as 8 am. Daily symptom check calls will be documented in RTZ (or other designated EHR). Rounds will be conducted in a respectful way, and we envisage that participants will welcome the contact from providers showing a genuine interest in their wellbeing. We will ensure the emphasis is on a friendly inquiry into their health. We want participants to feel welcome and cared for. We plan to conduct rounds multiple times a day. Participants at high risk for overdose will be visited several times a day. They will also be provided with overdose prevention information and highly encouraged to refrain from using alone. When possible, a Nurse and a Behavioral Health Worker will do the rounds together.

Prescribing and administering medications, therapies, and other treatments: Our medical team will administer any medications the participant currently takes, as well as prescribe new medications to address emerging or evolving health needs.

OTC medications can be left directly outside Guests' doors and collected by the Guest after the RN has left the area. Instructions on how to take the medication should be given to the Guest via telephone call. All medication allergies, medication indications and contraindications should be verified via phone call prior to medication dispensing. The Guest should be reminded to wear a mask when leaving isolation, even just to pick up medications outside the door.

Up to a 2-week supply of methadone can be delivered by methadone clinic staff and stored in a locked cabinet on site. Dispensing of methadone to Guests must be observed by an RN or methadone clinic staff standing at least 6 feet away from the Guest when they open to the door to pick up the medication.

If substance use challenges are identified for a Guest during intake or while on site, the intake or site RN can call the I&Q Medical Provider or Medical Lead. Harm reduction resources are also available on site and should be offered to all clients as needed.

If Guest takes medications daily, they may already have a pharmacy that prepares and delivers the medications. However, if a Guest needs medication during their stay at I and Q, then the RN can call the medical provider on call and have them send medications to a pharmacy that delivers, which could be one of the following:

- ZSFG Outpatient pharmacy: 628-206-4540
- Daniels pharmacy: 415-584-2210
- Script Site: 415-800-8060
- Alto Pharmacy: 800-874-5881
- Mission Wellness 415-826-3484

Therapies and other treatments will also vary depending on each participant's needs, but all treatment will be rooted in the principles of harm reduction, cognitive behavioral therapy, motivational interviewing, and trauma-informed care. HR360 staff will also utilize an adapted version of the Desk Sheet for Adherence Support Counseling, currently in use by existing I&Q site providers to help maximize adherence to I&Q guidelines. This document provides techniques for helping participants to recognize and normalize feelings of loneliness and anger and for supporting those who are minimizing the severity of their illness(es). Among the strategies presented are asking open-ended questions (e.g., what is the hardest thing about isolation?), providing resources (e.g., Harm Reduction Therapy Center), providing health education (e.g., explaining that people may be infectious without symptoms), and explaining how to get needs met by working with HR360 staff.

4. Discharge Planning and exit criteria and process

Medical clearance for discharge will depend largely on evolving guidance from the County. Once a patient has been cleared by provider for discharge, this change will be reflected in RTZ (or other designated EHR) [patient status will be listed as “medically cleared for discharge”] and RN team will be notified by provider. RN team is expected to pass this information on to the Guest, and to the Health Worker team for discharge planning purposes. The Guest is therefore cleared medically to return to their prior living situation. The Health Worker Team in collaboration with the Containment Discharge Team (or other DPH designee) will make every effort to place the Guest in a safe living space if the Guest was unsheltered, homeless, or no longer has a home to return to. After medical clearance, the Guest is not required to maintain strict Isolation/Quarantine for public health purposes, however the Guest should recognize that while discharge is being arranged, they are being provided ongoing lodging as a courtesy and should respect site staff time and commitment to support the guests that do need to maintain isolation or quarantine precautions. Medically cleared discharged Guests should be allowed to leave the site no more than 3 times daily (in order to minimize staff needing to let new Guests into their rooms. Daily RN check ins will stop, though they are still available for medical issues and questions as they arise. The Health Worker Team will continue to coordinate with the Guest around discharge planning

and stabilization. Any managed alcohol or cigarette dispensing that may have been occurring to support isolation and quarantine will end.

For participants who wish to be discharged before the allotted 14 days, we will always consult with DPH to determine best practices. One tool we will use for counseling participants who wish to discharge against medical advice is the Desk Sheet for Adherence Support Counseling (Attachment 3). The guidance in this document humanizes the experience of isolation and avoids infantilization. It offers conversational prompts for providers to utilize with participants who are minimizing the severity of their illness or dismissing their diagnosis. If a person decides to leave early against our advice, we will use Motivational Interviewing to empower them to follow up with a health provider (HR360, DPH, or another). We will counsel them on the continuing need to wear a mask and avoid exposing themselves and others. We will advise them that there are still many steps they can take to reduce the risk of community transmission.

If they do not want to see a provider in a brick and mortar location, they may agree to a follow up with Street Medicine providers (either through HR360's Street Outreach Team or another provider), or another DPH partner. We can also suggest tele-medicine visits if they have a smart phone. We will do our best to determine their next intended location so that we can follow up or collaborate with DPH staff to follow up with the participant.

5. Program staffing

Registered Nurse

- Role: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Developing treatment plans and making referrals; Performing rounds; administering medications, therapies, and other treatments; and Preparing participants for discharge and creating discharge. plans.
- FTE: 8.25

Medical Assistant

- Role:
 - Medical Support: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Performing rounds; Administering therapies, and other treatments under the supervision of the provider.

- Program Support: Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures; and Data entry and reporting.
- FTE: 3.0

Physician

- Role: Medical Support: Providing medical services, assessment, diagnosis, and treatment, using trauma informed, harm reduction, and motivational interviewing principles; Prescribing and administering medications, therapies, and other treatments; and Medically clearing participants for discharge and creating discharge plans.
- FTE: .75

Physician Assistant/ Nurse Practitioner

- Role: Medical Support: Providing medical services, assessment, diagnosis, and treatment, using trauma informed, harm reduction, and motivational interviewing principles; Prescribing and administering medications, therapies, and other treatments; and Medically clearing participants for discharge and creating discharge plans.
- FTE: 1.50

Health Workers

- Role:
 - Medical Support: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; checking in on clients.
 - Behavioral Health: Crisis management and de-escalation; Trauma informed, harm reduction, and motivational interviewing principles; Assessing the needs of participants; Documenting participant interactions; Collaboration with medical staff, as needed; Collaboration with any DPH wellness, behavioral health, and harm reduction support, efforts, and training; and Create and implement discharge plans and safe dispositions.
 - Participant Support: Make referrals to Access Points, and eliminate barriers to connect guests to Access Points; Coordination of supportive service providers (e.g. In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage); Communicate and coordinate with outside service providers to support in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits; Maintenance and distribution of operational and participant supplies; Support participants' reasonable accommodations, transfers, and other supports; and Exit planning.
- FTE: 27.75

Supervisor

- Role:
 - Medical Support: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Performing rounds; Administering medications, therapies, and other treatments
 - Behavioral Health: Crisis management and de-escalation; Providing behavioral health services using trauma informed, harm reduction, and motivational interviewing principles; Assessing the needs of participants; Documenting participant interactions; Collaboration with medical staff, as needed; Collaboration with any DPH wellness, behavioral health, and harm reduction support, efforts, and training; and Create and implement discharge plans and safe dispositions.
 - Participant Support: Make referrals to Access Points, and eliminate barriers to connect guests to Access Points; Coordination of supportive service providers (e.g. In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage); Communicate and coordinate with outside service providers to support in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits; Maintenance and distribution of operational and participant supplies; Support participants' reasonable accommodations, transfers, and other supports; and Exit planning.
- FTE: 8.25

Janitorial

- Role:
 - Building Operations: Provide janitorial services per DPH and EOC requirements and standards; Maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. feminine hygiene products; toothbrushes; soap) for participants.
- FTE: 3.75

Driver

- Role: Provide safe transfers of participants from I&Q site to external locations as recommended by medical and behavioral health staff or at time of discharge.
- FTE: 3.0

Safety Navigator

- Role:
 - Security/De-escalation: Provide safety and de-escalation per City instructions; Site front desk duties; Ensure the safety of participants and staff and protection of property.

- Participant Support: Participant intake, including completion of forms and acknowledgement of the Participant Agreement/Site Rules, bed assignment, and orientation to the site; Operations, such as entry and exits, mail, phone, and technology coordination; Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs; Health screening, including temperature checks in accordance with DPH requirements.
- FTE: 16.50

Project Director

- Role: Providing oversight and leadership for the I&Q program; Responsible for hiring and supervision of onsite staff and any .
- ; Responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the EOC; Responsible for the provision of three meals per day to participants in accordance with all DPH and EOC regulation.
- FTE: .75

Facilities Director

- Role:
 - Building Operations: Maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff (e.g. smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene); Maintain and create site logs, records of entry and exit, and manage key access for participants, partner agencies and on-site staff; Provide laundry services/coordinate with the City's Emergency Operations Center (EOC) to ensure laundry is available /coordinate use of onsite laundry facilities for participant use; Manage janitorial services per DPH and EOC requirements and standards; Maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. feminine hygiene products; toothbrushes; soap) for participants; Coordinate through the EOC with City cleaning vendor(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on site; Provide space for secure and pest-free storage of participant belongings, as appropriate for the site(s).
- FTE: .75

6. Vouchers
Not Applicable

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 20-21.

8. Continuous Quality Improvement:

1. Achievement of contract performance objectives and productivity;

HealthRIGHT 360 is committed to maintaining careful quality control procedures and, therefore maintains a robust Quality Control Plan in order to ensure that the agency is both achieving our targeted objectives while participants also achieve positive outcomes. To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. These systems also identify areas in need of improvement and enable fast and effective responses. HealthRIGHT 360 executive staff preside over a network of committees that ensure agency-wide adherence to the Quality Control Plan.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits;

QRR Process: HealthRIGHT 360 requires all program supervisors to audit at least 10% of their files each month for conformance to contract requirements and agency standards. Program supervisors receive a randomly generated list of client names to review using an audit tool tailored to the specifics of their program. Program supervisors are encouraged to use the tool to audit additional files to ensure maximum conformance with program requirements. A corrective action plan must be completed for all deficiencies identified. Completed audit forms are submitted monthly to the Compliance Manager who reviews the forms for accuracy and determines training needs based on patterns of deficiencies.

Additional File Review: In addition to reviewing 10% of the case files monthly as a component of the Quality Record Review Process, a Program Supervisor must review each file when a client discharges from the program, and conduct targeted reviews of files for any staff member whose performance standards are in question. In the event that a pattern of deficiencies is identified, the Program Supervisor will work with the Vice President of Corporate Compliance to determine and implement a corrective action plan which can include all-staff training workshops, individual staff supervision and one-on-one training, and/or performance management strategies (performance improvement plans or disciplinary actions) involving the Director of Human Resources.

DMC Chart Audit & Review (DMC programs only)

Daily Audits

- All New Admits *Intake/Admission Audit Tool for a description of listed items checked daily*
- Clinician Follow-up Check
Goal: Minimum 100% of active clients per program

Weekly Audits

- Assessment & Treatment Plans – audit tools on file
Goal: Minimum 20% of active clients per program
- Individual Counseling Session Progress Notes -audit tools on file
Goal: Minimum of 10% active clients per program
- Group Notes
Goal: Minimum 10% of active clients per program
- Weekly Summary Note Requirements for IOP and RTX Clients- audit tools on file
Goal: Minimum 10% of active clients per program
- Staff Credential Checks in Welligent

Monthly Audits

- Discharge Charts
Goal: 100% of clients per program -audit tools on file
- Group Sign-In Sheets Check
Goal: Minimum of 10% of active clients per program

3. Cultural competency of staff and services;

HealthRIGHT 360 is committed to being culturally and linguistically competent by ensuring that staff has the capacity to function effectively as treatment providers within the context of the cultural beliefs, behaviors, and needs presented by the consumers of our services and their communities. This capacity is achieved through ongoing assessment activities, staff training, and maintaining a staff that is demographically compatible with consumers and that possesses empathic experience and language capability.

4. Satisfaction with services; and

Satisfaction surveys are distributed annually (agency wide) to recruit feedback from our participants on how we are doing and for areas of improvement. We utilize this information in developing goals for strategic planning in our Steering Committee. We also administer Satisfaction Surveys for most CBHS contracts annually as required by CBHS.

5. Timely completion and use of outcome data, including, but not limited to ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only).

To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. This infrastructure supports the overall processes that guide timely completion of the ANSA for our MH Adult programs along with CalOMS for our SA Programs. These systems also identify areas in need of improvement and enable fast and effective responses.

9. Required Language:

N/A

10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):

N/A

**Appendix B
Calculation of Charges**

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 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 and MHSA Fund 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 January 1 through June 30 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 Budgets are listed below and are attached hereto.

Appendix B-1: COVID-19 Isolation and Quarantine Site

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 **Nine Million Seven Hundred Seventy Seven Thousand Seven Hundred Fifty Six Dollars (\$9,777,756) for the period of October 1, 2020 through June 30, 2021.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,047,617** 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, 2020 to June 30, 2021	\$8,730,139
Subtotal October 1, 2020 to June 30, 2021	\$8,730,139
Contingency	\$1,047,617
Total October 1, 2020 to June 30, 2021	\$9,777,756

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

6. Monthly Financial Statements, Notification of Proposed Mergers and Notification of Intent to Sell or Lease 890 Hayes Street and/or 214 Haight Street.

In consideration of City's subordination of CONTRACTOR'S Seismic and Safety Loan Program liens on 890 Hayes Street and 214 Haight Street, in 2016, and as a material term of this Agreement, CONTRACTOR shall:

A. Comply with all CITY's asset management and reporting requirements, including, but not limited to, providing SFDPH with monthly financial statements to the Chief Financial Officer located at 101 Grove, Room 308, San Francisco, CA 94110.

Appendix B-1 Budget

Appendix B - DPH 1: Department of Public Health Contract Budget Summary							
DHCS Legal Entity Number	00348						Appendix B, Page 1
Legal Entity Name/Contractor Name	HealthRIGHT 360					Fiscal Year	20-21
Contract ID Number	1000019338					Document Date	10/01/20
Appendix Number	B-1						
Provider Number	N/A						
Program Name	COVID-19 Isolation & Quarantine Site						
Program Code	N/A						
Funding Term	10/1/20-6/30/21						
FUNDING USES							TOTAL
Salaries	\$ 5,139,000						\$ 5,139,000
Employee Benefits	\$ 1,670,175						\$ 1,670,175
Subtotal Salaries & Employee Benefits	\$ 6,809,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,809,175
Operating Expenses	\$ 782,250						\$ 782,250
Capital Expenses							\$ -
Subtotal Direct Expenses	\$ 7,591,425	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,591,425
Indirect Expenses	\$ 1,138,714						\$ 1,138,714
Indirect %	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 8,730,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,730,139
							Employee Benefits Rate
BHS MENTAL HEALTH FUNDING SOURCES							32.4%
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
HPH General Fund Continuity Project	\$ 8,730,139						\$ 8,730,139
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ 8,730,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,730,139
TOTAL DPH FUNDING SOURCES	\$ 8,730,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,730,139
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 8,730,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,730,139
Prepared By	Tony Duong			Phone Number	415-725-2807		

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)							
DHCS Legal Entity Number	00348					Appendix Number	B-1
Provider Name	HealthRIGHT 360					Page Number	2
Provider Number	N/A					Fiscal Year	20-21
Contract ID Number	1000019338					Document Date	10/01/20
Program Name	COVID-19 Isolation & Quarantine Site						
Program Code	N/A						
Mode/SFC (MH) or Modality (SUD)	N/A						
Service Description	I&Q Site Staffing and Operations						
Funding Term (mm/dd/yy-mm/dd/yy)	10/1/20-6/30/21						
FUNDING USES							TOTAL
Salaries & Employee Benefits	\$ 6,809,175						\$ 6,809,175
Operating Expenses	\$ 782,250						\$ 782,250
Capital Expenses	\$ -						\$ -
Subtotal Direct Expenses	\$ 7,591,425	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,591,425
Indirect Expenses	\$ 1,138,714						\$ 1,138,714
Indirect %	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 8,730,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,730,139
BHS MENTAL HEALTH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES	Fund-Dept-Auth-Proj-Activity						
HPH General Fund Continuity Project	10020-152644-21481-10036595-0001	\$ 8,730,139					\$ 8,730,139
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ 8,730,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,730,139
TOTAL DPH FUNDING SOURCES	\$ 8,730,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,730,139
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	8,730,139	-	-	-	-	-	8,730,139
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased	80						
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method	Cost Reimbursement (CR)						
DPH Units of Service	16,200						
Unit Type	Client Bed Day	0	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 538.90	\$ -	\$ -	\$ -	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 538.90	\$ -	\$ -	\$ -	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)							
Unduplicated Clients (UDC)	1157						
							Total UDC 1157

Appendix B - DPH 4: Operating Expenses Detail							
Contract ID Number	1000019338					Appendix Number	B-1
Program Name	COVID-19 Isolation & Quarantine Site					Page Number	4
Program Code	N/A					Fiscal Year	20-21
						Document Date	10/01/20
Expense Categories & Line Items	TOTAL	10020-152644-21481-10036595-0001					
Funding Term	10/1/20-6/30/21	10/1/20-6/30/21					
Rent	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 90,000.00	\$ 90,000.00					
Building Repair/Maintenance	\$ 37,500.00	\$ 37,500.00					
Occupancy Total:	\$ 127,500.00	\$ 127,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -						
Photocopying	\$ -						
Program Supplies	\$ 187,500.00	\$ 187,500.00					
Computer Hardware/Software	\$ 100,000.00	\$ 100,000.00					
Materials & Supplies Total:	\$ 287,500.00	\$ 287,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 50,000.00	\$ 50,000.00					
Insurance	\$ 56,250.00	\$ 56,250.00					
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 106,250.00	\$ 106,250.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personal Protective Equipment (PPE)	\$ 75,000.00	\$ 75,000.00					
Client Transportation	\$ 36,000.00	\$ 36,000.00					
Stericycle Hazardous Waste Disposal	\$ 150,000.00	\$ 150,000.00					
Other Total:	\$ 261,000.00	\$ 261,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 782,250.00	\$ 782,250.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail			
Contractor Name	HealthRIGHT 360	Page Number	5
Contract ID Number	1000019338	Document Date	10/01/20
		Fiscal Year	20-21
1. SALARIES & EMPLOYEE BENEFITS			
Position Title		FTE	Amount
Chief Executive Officer		0.19	\$ 55,632.00
Chief Financial Officer		0.22	\$ 50,225.00
Chief Information Officer		0.17	\$ 39,923.00
Chief Operating Officer		0.04	\$ 10,046.00
VP of Quality and Compliance		0.13	\$ 14,682.00
Deputy Compliance Officer		0.07	\$ 12,878.00
Research and Evaluation Director		0.18	\$ 12,989.00
Workforce Development Director		0.02	\$ 1,798.00
Controller		0.22	\$ 29,192.00
Contracts Manger		0.18	\$ 20,090.00
Budget Manager		0.12	\$ 9,967.00
Fiscal Projects Director		0.10	\$ 15,454.00
Budget/Fiscal Analyst		0.18	\$ 14,760.00
Payroll Manager		0.15	\$ 19,008.00
Budget Coordinator		0.16	\$ 12,878.00
General Ledger Accountant		0.03	\$ 2,757.00
Accounts Payable		0.37	\$ 23,790.00
Billing Specialist		0.37	\$ 23,790.00
Billing Assistant		0.37	\$ 23,790.00
Human Resources Director		0.07	\$ 8,856.00
Human Resources Analyst		0.21	\$ 12,878.00
Human Resources Coordinator		0.17	\$ 10,414.00
Electronic Medical Records Manager		0.15	\$ 12,750.00
EMR OPs Software Development Director		0.20	\$ 23,180.00
EMR Training and Data Analyst		0.11	\$ 7,155.00
Client Programmer II		0.06	\$ 4,310.00
IT Manager - Data Control		0.21	\$ 13,795.00
Senior IT Systems Analyst		0.11	\$ 8,241.00
IT Analyst		0.17	\$ 12,490.00
PC Support Analyst		0.17	\$ 12,490.00
IT Specialist - Data Specialist		0.13	\$ 9,363.00
IT Specialist - Data Entry		0.12	\$ 8,512.00
IT Specialist - Data Control		0.12	\$ 8,512.00
IT Data Analyst		0.04	\$ 3,124.00
Donations Manager		0.17	\$ 14,164.00
Travel Coordinator		0.08	\$ 6,897.00
Administrative Assistant		0.11	\$ 6,594.00
Procurement Manager		0.19	\$ 12,878.00
Driver/Procurement Assistant		0.02	\$ 1,579.00
Facility Operations Director		0.01	\$ 1,244.00
Transportation and Facility Manager		0.01	\$ 778.00
Maintenance Staff		0.03	\$ 1,889.00
		Subtotal:	5.94 \$ 595,742.00
		Employee Benefits:	32% \$ 190,637.00
		Total Salaries and Employee Benefits:	\$ 786,379.00

Appendix B - DPH 6: Contract-Wide Indirect Detail			
	0	Page Number	6
2. OPERATING COSTS			
Expenses (Use expense account name in the ledger.)			Amount
Rent			\$ 103,749.00
Utilities (Telephone, Electricity, Water, Gas)			\$ 28,960.00
Building Repair/Maintenance			\$ 2,434.00
Office Supplies			\$ 19,811.00
Insurance			\$ 37,717.00
Training/Staff Development			\$ 4,779.00
Staff Travel (Local & Out of Town)			\$ 31,052.00
Rental of Equipment			\$ 24,631.00
Payroll Service			\$ 8,620.00
IT Licenses			\$ 26,955.00
Program Licenses			\$ 63,627.00
Total Operating Costs			\$ 352,335.00
Total Indirect Costs			\$ 1,138,714.00

**Appendix C
Reserved**

Insurance Waiver

Appendix D

FEMA CONTRACT REQUIREMENTS

- 1. Contract Requirements.** This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.
- 2. Remedies for Breach.** In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract 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.
- 3. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Contract, 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. 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 reasonably necessary to effectuate demobilization from the work.
- 4. Termination for Cause.** 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 contract for cause or to seek specific performance of all or any part of this contract. 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 contract or any other contract 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 contract or any other contract.
- 5. Work Hours and Safety Standards.** If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions. If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

7. Clean Air Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Federal Water Pollution Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension. If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. Time and Material Contracts. To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

12. MBE/WBE Outreach. Contractor must, at a minimum, take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used as Subcontractors on this Project:

A. Place qualified small and minority businesses and women’s business enterprises on Contractor’s solicitation list for this Project;

B. Assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources for this Project;

C. Divide the subcontracts, when feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13. Access to Records. The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

18. Byrd Anti-Lobbying Certification.

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

The Contractor, **Health Right 360**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and

agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Vitka Eisen

38564B73F4A64A5...

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

12/7/2020 | 2:24 PM PST

Date

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA 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 Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

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

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

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 BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

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

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, but other than in the capacity of a member of the workforce of such covered entity or arrangement, 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 BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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 BAA, 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. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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

c. Permitted Uses. BA may use, access, and/or 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 Agreement and BAA, 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 164.502, 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 Agreement and BAA, 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 BAA 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 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, 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 Protected Information 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 Agreement.

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 Agreement or this BAA, 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.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) 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 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 BAA; 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 BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

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

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all 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 BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. 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 BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

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

5. 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 access, 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 from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...							Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?							
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?							
	If yes:	Name & Title:		Phone #		Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]							
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]							
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?							
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?							

II. Contractors who serve patients/clients and have access to SFPDH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION...							Yes	No*
G	Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?							
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)							
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?							
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?							
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?							

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

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

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...		Yes	No*	
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? [Retain documentation for a period of 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 formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?			
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?			
	If yes: Name & Title: Phone #: Email:			
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH data security training materials are available for use; contact OCPA at 1-855-729-6040.]			
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]			
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?			
I	Have (or will have if/when applicable) a diagram of how SFPDH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?			

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
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III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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FORM REVISED 06072017 SFPDH Office of Compliance and Privacy Affairs (OCPA)

APPENDIX F Invoices

The Department has up an email address to receive your COVID-19 contract invoices.

You may email the invoices to: COVID-19ContractPayments@sfdph.org

213RR: DPH - 4279

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

Appendix F
PAGE A

Contract ID#

1000019338

INVOICE NUMBER: COV1 OC 20

Contractor: HealthRIGHT360 - COVID-19

Ct. Blanket No.: BPH N/A

Address: 1735 Mission St., San Francisco, CA 94103

User Cd

Tel. No.: (415) 692-8225

Fax No.: (415)

BHS

Ct. PO No.: POHM TBD

Fund Source: HPH GF Continuity Project

Invoice Period: October 2020

Funding Term: 10/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

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-1 COVID-19 Isolation & Quarantine Site	10020-152644-21481-10036595-0001											
I & Q Site Staffing and Operations	16,200	1,557			-	-	0%	0%	16,200		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 5,139,000.00	\$ -	\$ -	0.00%	\$ 5,139,000.00
Fringe Benefits	\$ 1,670,175.00	\$ -	\$ -	0.00%	\$ 1,670,175.00
Total Personnel Expenses	\$ 6,809,175.00	\$ -	\$ -	0.00%	\$ 6,809,175.00
Operating Expenses					
Occupancy	\$ 127,500.00	\$ -	\$ -	0.00%	\$ 127,500.00
Materials and Supplies	\$ 287,500.00	\$ -	\$ -	0.00%	\$ 287,500.00
General Operating	\$ 106,250.00	\$ -	\$ -	0.00%	\$ 106,250.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Personal Protective3 Equipment (PPE)	\$ 75,000.00	\$ -	\$ -	0.00%	\$ 75,000.00
Client Transportation	\$ 36,000.00	\$ -	\$ -	0.00%	\$ 36,000.00
Stericycle Hazardous Waste Disposal	\$ 150,000.00	\$ -	\$ -	0.00%	\$ 150,000.00
Total Operating Expenses	\$ 782,250.00	\$ -	\$ -	0.00%	\$ 782,250.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 7,591,425.00	\$ -	\$ -	0.00%	\$ 7,591,425.00
Indirect Expenses	\$ 1,138,714.00	\$ -	\$ -	0.00%	\$ 1,138,714.00
TOTAL EXPENSES	\$ 8,730,139.00	\$ -	\$ -	0.00%	\$ 8,730,139.00
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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

_____ Date

Authorized Signatory

OFFICE OF THE MAYOR
SAN FRANCISCO



Appendix G
LONDON N. BREED
MAYOR

**PROCLAMATION BY THE MAYOR DECLARING
THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, California Government Code Sections 8550 et seq., San Francisco Charter Section 3.100(13) and Chapter 7 of the San Francisco Administrative Code empower the Mayor to proclaim the existence of a local emergency, subject to concurrence by the Board of Supervisors as provided in the Charter, in the case of an emergency threatening the lives, property or welfare of the City and County or its citizens; and

WHEREAS, The United States has confirmed cases of individuals who have a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19" or "the virus") first detected in Wuhan, Hubei Province, People's Republic of China ("China"). The virus was first reported in China on December 31, 2019. As of February 24, 2020, the World Health Organization ("WHO") has reported approximately 77,262 confirmed cases of COVID-19 in China, more than the number of confirmed cases of Severe Acute Respiratory Syndrome (SARS) during its 2003 outbreak. An additional 2,069 cases have been confirmed across 29 other countries; in many of these cases, the infected individuals had not visited China. More than 2,500 people have died from the virus, including 23 outside of China. The number of confirmed cases has continued to escalate dramatically over a short period of time; and

WHEREAS, WHO officials now report that sustained human-to-human transmission of the virus is occurring. Transmission from an asymptomatic individual has been documented. Although the majority of individuals infected with COVID-19 recover from the disease without special treatment, approximately 1 in 6 may become seriously ill. Manifestations of severe disease have included severe pneumonia, acute respiratory distress syndrome, septic shock, and multi-organ failure. Approximately 2% of the people confirmed infected with COVID-19 have died; and

WHEREAS, On January 30, 2020, WHO declared the COVID-19 outbreak a public health emergency of international concern, and on January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency for the United States; and

WHEREAS, The Centers for Disease Control and Prevention ("CDC") has determined that the virus presents a serious public health threat, requiring coordination among state

OFFICE OF THE MAYOR
SAN FRANCISCO



LONDON N. BREED
MAYOR

and local health departments to ensure readiness for potential health threats associated with the virus; and

WHEREAS, The CDC has issued guidance to local and State health departments, including San Francisco's Department of Public Health ("DPH"), concerning risk assessment and public health management of persons with potential exposure to COVID-19. These guidelines require DPH to make extraordinary efforts to monitor ongoing communicable disease threats and prepare for management of individuals who may have been exposed to COVID-19; and

WHEREAS, DPH, the Department of Emergency Management, and other City partners have been working successfully and diligently to implement CDC guidelines, but now require additional tools and resources to protect the public health given the current state of the epidemic and the need for a sustained response; and

WHEREAS, The City's Director of Public Health has determined that DPH cannot comply with the CDC's guidance without immediate action beyond the City's ordinary response capabilities, including directing personnel and resources from other City departments to assist with the ongoing and developing threat of COVID-19; and

WHEREAS, Conditions of extreme peril to the safety of persons and property have arisen; and

WHEREAS, The Mayor does hereby proclaim that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency,

NOW, THEREFORE,

I, London N. Breed, Mayor of the City and County of San Francisco, proclaim the existence, effective immediately on February 25, 2020, of an emergency within the City and County threatening the lives, property or welfare of the City and County and its citizens;

It is further ordered that:

(1) All City and County officers and employees take all steps requested by the Director of Public Health to prevent the spread of COVID-19 and to prevent or alleviate illness or death due to the virus; and

OFFICE OF THE MAYOR
SAN FRANCISCO



LONDON N. BREED
MAYOR

(2) All City and County officers and employees take all steps requested by the Director of Public Health to qualify the City for reimbursement from the Federal Emergency Management Agency and for other state and federal relief as may be available to reimburse the City for the expenses it incurs in addressing this emergency; and

I further proclaim and order that:

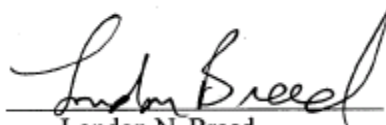
By the terms of this emergency declaration the government of the City and County of San Francisco is organized under the provisions of the Incident Command System (ICS), which system forms an essential part of the City's Emergency Operations Plan. The head of each City department and agency shall observe his or her proper relationship in the command structure outlined by the system and shall respond to the orders and requests of the Lead Department designated to exercise supervision over his or her department during the course of this emergency;

Because of the extreme peril to its residents and visitors, the Governor of the State of California is hereby requested to include the area of the City and County of San Francisco in any emergency declaration by the State, and is further requested to ensure that the City and County is included in any emergency declaration that may be issued by the President of the United States.

And I further proclaim and order that:

This declaration of a local emergency shall continue to exist until it is terminated by the Mayor or the Board of Supervisors. All departments of the City and County of San Francisco are strictly ordered to cooperate with the requests for material and personnel resources that may emanate from the Incident Command Staff of the City and County which is located in the Emergency Command Center of the City and County of San Francisco.

DATED: 2/25/2020


London N. Breed
Mayor of San Francisco

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EXAMPLE - ONLY

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH
MODIFIED ACTIVITY LOG (ICS 214)**

1. Incident Name: COVID-19 ACTIVATION		2. Operational Period (Saturday to Friday) Date From: 3/7/20 Date To: 3/13/20	
3. Title of Organizational Unit or Resource designator: Logistics Section		4. Unit Leader name and ICS position: John Leader – Section Chief	5. Home Agency (and Unit): DPH - Finance
6. Activated Employees Information:		DSW#: 123456	
Employee Name	Employee ICS Position	Incident Regular HRs (total of below)	Incident Overtime HRs (total of below)
Jane Doe	Documentation Unit Staff	33.5	1.0
7. Activity Log:			
Activities' Table:			
<input checked="" type="checkbox"/> 0508 DPH DOC ACTIVATION		<input type="checkbox"/> 0801 MEDICAL SURGE/FIELD HOSPITALS	
<input type="checkbox"/> 0802 EMS TRANSPORT		<input type="checkbox"/> 0803 INCIDENT DISTRIBUTION, PHARMACEUTICALS	
<input type="checkbox"/> 0804 ENVIRONMENTAL HEALTH ASSESSMENT/CONTROL		<input type="checkbox"/> 0805 BEHAVIORAL/MENTAL CARE/SRV	
Date	Military Time	Incident Activity Description:	Incident HRs
3/9/20	0800-1200	DOC Administrative duties – front desk phone coverage for AM shift	4.0
3/9/20	1300-1430	Updated meeting agenda templates for Planning Section	1.5
3/10/20	0830-0900	Attend huddle meeting	0.5
3/10/20	0900-1300	DOC Administrative duties – front desk phone coverage for AM shift	4.0
3/10/20	1330-1430	Processing COVID request forms	1.0
3/10/20	1430-1700	DOC Administrative duties – front desk phone coverage for PM shift	2.5
3/11/20	0830-1300	DOC Administrative duties – front desk phone coverage for AM shift	4.5
3/11/20	1330-1700	DOC Administrative duties – front desk phone coverage for PM shift	3.5
3/12/20	1400-1800	Logistics meeting and planning	2.0
3/12/20	1800-1800	Processing COVID request forms	2.0
3/13/20	0830-1300	DOC Administrative duties – front desk phone coverage for AM shift	4.5
3/13/20	1330-1800	DOC Administrative duties – front desk phone coverage for PM shift	3.5, 1.0 OT
8. Prepared by: Name: Jane Doe Job Class/Title: 1406 – Senior Clerk			
Signature:		Date/Time: 3/13/20 8:00 pm	

ICS 214:1

Appendix I

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 for 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.

POLICY NUMBER L 3009735962

CG-7360
(Ed. 12-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OTHER INSURANCE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If specifically required by a written contract or agreement, any coverage provided to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

Even if the requirements of the above paragraph are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

CG-7360 (Ed. 12-10)

Page 1 of 1

POLICY NUMBERL 3009735962

CG-7308
(Ed. 9-13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN SERVICES LIABILITY ENDORSEMENT

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other more specific coverage for the indicated loss exposure is provided by your policy in addition to the coverages provided by the Commercial General Liability Coverage Part. If such other more specific coverage applies, the terms, conditions and limits of such other more specific coverage are the sole and exclusive coverage applicable under this policy, unless otherwise expressly stated on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy's and this endorsement's contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	3
Medical Payments-Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$7,500	3
Supplementary Payment – Loss of Earnings	\$1,500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Named Insured – Newly Acquired	Included	3
Named Insured – Broadened Named Insured	Included	4
Additional Insured – Medical Directors and Administrators	Included	4
Additional Insured – Funding Source	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Broad Form Vendors	Included	5
Additional Insured – Grantor of Franchise	Included	5
Additional Insured – As Required by Contract	Included	6
Additional Insured – State or Political Subdivisions	Included	7
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	8
Damage to Property You Own, Rent or Occupy	\$50,000 limit	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Duties in the Event of Occurrence, Claim or Suit	Included	8
Unintentional Failure to Disclose Hazards	Included	9
Liberalization	Included	9
Bodily Injury – includes Mental Anguish	Included	9
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Key and Lock Replacement – Janitorial Services Client Coverage	\$15,000 Limit	10

CG-7308 (Ed. 9-13)

Page 1 of 9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2, Exclusions;
 - b. The first paragraph immediately following Exclusion j.(6) of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY under Subsection 2, Exclusions
 - c. SECTION III – LIMITS OF INSURANCE, Paragraph 6.;
 - d. SECTION V – DEFINITIONS, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the term "Fire insurance" is changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4, Other Insurance, Paragraph b, Excess Insurance, items b.(1)(a)(ii).
3. The Damage to Premises Rented to You Limit shown on the Declarations is deleted and replaced by \$1,000,000. \$1,000,000 is the only limit of liability for Damage to Premises Rented to You and this limit will not be combined with the limit shown on the Declarations for this coverage. This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.
 Provided, however, that if you assume liability in a contract or agreement regarding the rental or lease of a premises on behalf of your client, this Damage to Premises Rented by You limit is superceded and replaced by the limit of insurance provided by Section I. Limited Rental Lease Agreement Contractual Liability of this endorsement. The term client as used in this section has the same meaning as provided by Section I. Limited Rental Lease Agreement Contractual Liability herein.

B. Extended "Property Damage"

- SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2, Exclusions, Paragraph a. is deleted and replaced by the following:
- a. **Expected or Intended Injury**
 "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

- SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2, Exclusions, Paragraph g. (2) is deleted and replaced by the following:
- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- This provision applies to any person, who with your consent, either uses or is responsible for the use of such a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

- If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:
1. The Medical Expense Limit shown on the Declarations is deleted and replaced by \$20,000. \$20,000 is the only limit of insurance for Medical Expenses and this limit will not be combined with the limit shown on the Declarations for this coverage.
 2. COVERAGE C MEDICAL PAYMENTS, Subsection 1, Insuring Agreement, Paragraph a(3)(b) is amended to read: provided that:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

E. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Exclusion e. Athletic Activities is deleted and replaced with the following:

e. Athletic Activities

To a person injured while practicing or participating in any physical exercises or games, sports, or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any physical exercises or games, sports, or athletic contests.

F. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** provision, Items **1.b.** and **1.d.** are amended as follows:

- 1. The limit for the cost of bail bonds is changed from \$250 to \$7,500; and
- 2. The limit for loss of earnings is changed from \$250 a day to \$1,500 a day.

G. Employee Indemnification Defense Coverage

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

- 3. We will reimburse you for defense costs that you incur in the defense of an "employee" who is directly involved in a criminal proceeding that arises out of such "employee's" acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business and which would otherwise be covered by this insurance.

The most we will reimburse you for defense costs that you incur in the defense of an "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all "employees", regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

H. SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded until the end of the policy period during which you acquired or formed the organization.

- 2. Each of the following is also an insured:

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage (whether through ownership of voting securities, by contract or otherwise) on the effective date of this Coverage Part which is not named in the Declarations as a Named Insured, and which is also not insured under another similar policy, or would not have been insured but for such policy's termination or the exhaustion of its limits of insurance.

- 3. Each of the following is also an additional insured:

- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services as a physician or psychiatrist in the treatment of a patient.

- b. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to lease or occupy that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- c. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled.

- d. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

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

- e. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You –** Any person or organization from whom you lease equipment when you and such organization or person have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only as specified by such written contract or agreement.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- f. **Grantors of Permits –** Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

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

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- g. **Broad Form Vendors –** Any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

- 1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2. Any express warranty unauthorized by you;
- 3. Any physical or chemical change the vendor intentionally made to the product;
- 4. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 6. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8. "Bodily injury" or "property damage" arising out of the negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf and which was not caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

The insurance provided to such additional insured vendor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.

2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above in the first paragraph of this subsection g., whichever is less.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection g., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

h. Grantor of Franchise – Any person(s) or organization(s) with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability as grantor of a franchise to you.

The insurance provided to such additional insured franchisor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.

2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection h., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

i. As Required by Contract – Any person or organization for whom "you" are performing operations, or to whom you are leasing, subleasing or otherwise entrusting the use or occupancy of premises owned by or rented to "you", only as specified under a written contract, lease, sublease or agreement that requires that such person or organization be added as an additional insured on "your" policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured" in the performance of the "Named Insured's" ongoing operations for the additional insured or in connection with such premises owned by or rented to a "Named Insured", but in both instances only as specified under the written contract, lease, sublease or agreement. A person's or organization's status as an additional insured under this endorsement ends the earlier of when "your" on-going operations for that additional insured are completed or when "you" no longer are contractually required to include such person or organization as an additional insured under "your" policy.

The insurance provided to an additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured" to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i., whichever is less.

With respect to the insurance afforded to an additional insured under this subsection i., the following exclusions are added:

1. This insurance does not apply if the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
2. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or, surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
5. "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Other Insurance

1. If specifically required by the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract, lease or sublease does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

Definitions

Solely for purposes of the insurance afforded to an additional insured by this endorsement:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

- j. State or Political Subdivisions – Any state or political subdivision with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability with respect to on-going operations performed by you or on your behalf for which the state or political subdivision has issued a permit or license.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance provided to such additional insured state or political subdivision by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

1. If specifically required by the written contract or agreement referenced above, any coverage provided by this subsection k, to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1, immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

I. Limited Rental Lease Agreement Contractual Liability

The following is added to paragraph (2) of Exclusion b. **Contractual Liability of SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, under Subsection 2. **Exclusions**:

We agree to indemnify the Named Insured for their liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your client whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

J. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and is replaced with the following:

Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, in which case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and will be included within and not be in addition to the Each Occurrence Limit. A client, as used in this provision, is defined as a person under your direct care and supervision for whom you are providing goods and/or services.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

K. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is expressly made in a written contract.

L. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim or a "suit", applies only when the "occurrence" or offense which may result in a claim or a "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure to Disclose Hazards

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

N. Liberalization

If we make a change which broadens coverage under this edition of this endorsement without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 45 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this endorsement; or
2. Another amendatory endorsement.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is deleted in its entirety and replaced by the following:

"Bodily Injury":

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

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is amended to read:

- b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended to include the following:

"Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

- (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (a) Any insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
- (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
- (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

Q. Key and Lock Replacement – Janitorial Services Client Coverage

1. We will pay for the cost to replace keys and locks at the "client's" premises due to theft or other loss to keys entrusted to you by your "client", up to a \$15,000 limit per occurrence/\$15,000 policy aggregate.
2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.
3. The following, when used in this coverage only, are defined as follows:
 - a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and you have billed for your services.
 - b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your services or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for an "employee" as defined in Paragraph 1. above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
 - c. "Manager" means a person serving in a directorial capacity for a limited liability company.

Policy Number: BAPD3009735962

COMMERCIAL AUTO
CA-7200
(Ed. 12-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

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

Schedule

The premium for this endorsement is \$

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

SUMMARY OF COVERAGES

- I. Section II – Liability Coverage
 - A. Broad Form Insured
 - B. Employees as Insureds
 - C. Liability Coverage Extensions – Supplementary Payments
 - D. Prejudgment Interest Coverage
 - E. Amendment of Fellow Employee Liability Exclusion
 - F. Additional Insured by Contract, Permit or Agreement

- II. Sections III and IV – Physical Damage Coverage
 - A. Hired Car Physical Damage
 - B. Physical Damage Coverage Extensions
 - a. Transportation Expenses
 - b. Loss of Use Expenses
 - c. Extra Expense
 - C. Personal Effects Coverage
 - D. Accidental Discharge of Airbag
 - E. Lease/Loan Gap Coverage
 - F. Deductible Amendments
 - G. Towing and Labor
 - H. Rental Reimbursement

- III. Sections IV and V – Conditions
 - A. Notice of and Knowledge of Occurrence
 - B. Unintentional Failure to Disclose Hazards
 - C. Hired Car – Coverage Territory
 - D. Waiver of Subrogation

- IV. Sections V and VI – Definitions
 - A. Mental Anguish
 - B. Additional Definitions

- V. Cancellation Conditions

CA-7200 (Ed. 12-14)

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Page 1 of 6

I. SECTION II – LIABILITY COVERAGE is amended as follows:

A. BROAD FORM INSURED

Paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:

- 1. For covered "autos", the Named Insured shown in the Declarations is amended to include:
 - a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limits of Insurance.
 - b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other automobile policy,
 - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
 - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization, or an "accident" that occurs before or after the end of the policy period.

B. EMPLOYEES AS INSUREDS

For covered "autos", paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Supplementary Payments (2) and (4) under paragraphs **A.2.a** of the BUSINESS AUTO COVERAGE FORM and **A.4.a** of the GARAGE COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings, up to \$500 a day because of time off from work.

D. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to **Section II, LIABILITY COVERAGE, Supplementary Payments** under items **A.2.a.** of the BUSINESS AUTO COVERAGE FORM and **A.4.a.** of the GARAGE COVERAGE FORM:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

Paragraph **B.5. Exclusions – Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to **A.1. Who Is An Insured** of **Section II – Liability Coverage** of the BUSINESS AUTO COVERAGE FORM and **A.3.a.** and **A.3.b.** if **Section II – Liability Coverage** of the GARAGE COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under **A.1. Who is an Insured** of **Section II – Liability Coverage** of the BUSINESS AUTO COVERAGE FORM or **A.3.** of **Section II – Liability Coverage** of the GARAGE COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

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Page 2 of 6

II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and SECTION IV – PHYSICAL DAMAGE COVERAGE of the GARAGE COVERAGE FORM are amended by adding the following:

A. HIRED CAR PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit and applicable deductible:

The most we will pay for any one "accident" or "loss" to any hired "auto" is the lesser of:

1. the actual cash value of the hired "auto". An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss";
2. the cost to restore the hired "auto" to its "pre-accident physical condition"; or
3. \$50,000.

If a repair or replacement part restores the hired "auto" to better than its "pre-accident physical condition" we will not pay for the amount of the "betterment".

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph 4. – Coverage Extension of A. Coverage of the BUSINESS AUTO COVERAGE FORM and paragraph 3. – Coverage Extension – Loss of Use Expenses of Coverage A. Coverage of the GARAGE COVERAGE FORM is replaced by the following:

Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

b. Loss of Use Expenses

For Hired Auto, Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto", or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

c. Extra Expense

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

C. PERSONAL EFFECTS COVERAGE

The following paragraph is added as **A.5.** of the BUSINESS AUTO COVERAGE FORM and **A.4.** of the GARAGE COVERAGE FORM, **Personal Effects Coverage:**

5. We will pay up to \$500 for "loss" to wearing apparel and other personal effects which are:
 - a. owned by an "insured"; and
 - b. in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto." No deductible applies to this coverage.

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Page 3 of 6

D. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to **Section B. Exclusions**:

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

E. LEASE/LOAN GAP COVERAGE

If a long term leased or financed "auto" is a covered "auto", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

1. representing taxes;
2. overdue payments;
3. penalties, interest or charges resulting from overdue payments;
4. additional mileage charges;
5. excess wear and tear charges;
6. lease termination fees;
7. security deposits not refunded by the lessor or financial institution;
8. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
9. carry-over balances from previous loans or leases;
10. final payment due under a "balloon loan";
11. the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
12. any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered a "auto."

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

F. DEDUCTIBLE AMENDMENTS

The following are added to paragraph **D. Deductible** of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived;
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

G. TOWING AND LABOR

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck is disabled:

1. \$100 for a covered "auto" rated and classified as a private passenger type vehicle.
2. \$150 for a covered "auto" rated and classified as a light truck type. For the purpose of this coverage light trucks are defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

However, the labor must be performed at the place of disablement.

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Page 4 of 6

H. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage Item A. Coverage of the BUSINESS AUTO COVERAGE FORM or **Section IV – Physical Damage Coverage Item A. Coverage** of the GARAGE COVERAGE FORM is amended by adding the following:

This coverage applies only to a covered "auto" rated and classified as a private passenger or light truck type as follows:

1. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto". We will pay only for those covered "autos" for which you carry comprehensive and collision coverage. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred, or
 - b. \$50 per day, up to a maximum of \$1,500.
4. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extension**.

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

III. SECTION IV – BUSINESS AUTO CONDITIONS and SECTION V – GARAGE CONDITIONS are amended as follows:

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

1. Your obligation in paragraph **A.2.a., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss**, relative to notification requirements applies only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.
2. Your obligation in paragraph **A.2.b., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph **B.2. General Conditions – Concealment, Misrepresentation or Fraud**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

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Page 5 of 6

C. HIRED CAR – COVERAGE TERRITORY

Item (5).(a) of paragraph B.7. **General Conditions – Policy Period, Coverage Territory** is replaced by the following:

(5).(a) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

D. WAIVER OF SUBROGATION

The Transfer of Rights of Recovery Against Others To Us Loss Condition is amended by adding the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or agreement executed prior to any "accident" because of payments we make for damages under this coverage form.

IV. SECTION V – DEFINITIONS of the BUSINESS AUTO COVERAGE FORM and **SECTION VI – DEFINITIONS** of the GARAGE COVERAGE FORM are amended as follows:

A. MENTAL ANGUISH

The definition of "bodily injury" in the DEFINITIONS section is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.

B. ADDITIONAL DEFINITIONS

The following definitions are added:

"Betterment" means the amount of increase to the pre-damaged or pre-loss cash value of an "auto" attributed to the use of replacement parts which are of a type that are normally subject to repair and replacement during the useful life of an "auto" including but not limited to tires and batteries.

"Pre-accident physical condition" means the operational safety, function and appearance of the "auto" immediately prior to when the damage in question was sustained.

V. CANCELLATION CONDITION

Paragraph A.2. of the **COMMON POLICY CONDITION – CANCELLATION** applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/25/2019

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 25 N Brand Blvd, Suite 600 Lendale CA 91203	CONTACT NAME: Kimberly Kleinman PHONE (A/C No. Extn): 818.539.8619 FAX (A/C No.): 818.539.8719 E-MAIL ADDRESS: Kimberly.Kleinman@aig.com INSURER(S) AFFORDING COVERAGE: NAIC # INSURER A: Quality Comp Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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OVERAGES CERTIFICATE NUMBER: 971462757 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.

R	TYPE OF INSURANCE	ADDL	INSUR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 <input type="checkbox"/> OTHER							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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	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			0150730716	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 waiver of Subrogation applies on Workers Compensation Coverage.

CERTIFICATE HOLDER City and County of San Francisco It's officers, agents & employees Office of Contract Management & Compliance 101 Grove Street, Room 307 San Francisco, CA 94102	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
---	--



Workers' Compensation Solutions

RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A+" Category "XV" by A.M. Best & Company.

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000
Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2020
Expiration: January 1, 2021

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Jacqueline Harris".

Jacqueline Harris
Director of Underwriting
RPS Monument

255 Great Valley Parkway | Suite 200 | Malvern, PA 19355
T 610.647.4466 | TOLL FREE 877.666.8640 | F 610.647.0662 | CA License# 0D94574

www.monumentilc.com

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.
(a CA corporation)

THIS IS TO CERTIFY, That _____
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:
THE 1st DAY OF December 2004


MARK T. JOHNSON
MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


JOHN M. REA
DIRECTOR

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

FORM A-4-10A 97 45047



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Quality Comp, Inc. is a Group Self-Insurance Program authorized by the Office of Self-Insurance Plans to provide workers' compensation to approved members. The Board of Directors of Quality Comp, Inc. has authorized the Program Administrator to waive rights of subrogation in certain instances.

This change in coverage, effective 12:01 AM January 1, 2020, forms part of the member's coverage in Self-Insurance Group No. 4515.

Issued to Healthright 360

By Quality Comp, Inc.

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

The additional premium for this change shall be **Waived for 2020.**

Schedule

Person or Organization

City and County of San Francisco
It's officers, agents & employees
Office of Contract Management & Compliance
101 Grove Street, Room 307
San Francisco, CA 94102

Job Description

Funding source for healthcare operations

Countersigned by *Vicki Eberwein*
Vicki Eberwein, Program Administrator, Authorized Representative

255 Great Valley Parkway | Suite 200
Malvern, PA 19355 | T 610.647.4466 | F 610.647.0662 | www.RPSins.com



City and County of San Francisco
London Breed, Mayor

San Francisco Department of Public Health

Dr. Grant Colfax
Director of Health

April 26, 2021

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

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and HealthRIGHT 360 to operate isolation and quarantine sites delivering behavioral health, nursing and medical support services for people who test positive for COVID-19 and others who are under investigation for COVID-19 infection, in the amount of \$21,767,146.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed resolution;
- Proposed Amendment;
- Original agreement;
- Form SFEC-126 for the Board of Supervisors.

For questions on this matter, please contact me at (415) 255-3508, Jacquie.Hale@SFDPH.org.

Thank you for your time and consideration.

Sincerely,

Jacquie Hale
Jacquie Hale

Manager

Office of Contracts Management and Compliance
DPH Business Office

cc: Dr. Grant Colfax, Director of Health
Greg Wagner, DPH Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 210449

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Jacquie Hale	(415) 255-3508
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Public Health	Jacquie.Hale@SFDPH.org

5. CONTRACTOR	
NAME OF CONTRACTOR HealthRIGHT 360	TELEPHONE NUMBER (415) 725-2807
STREET ADDRESS (including City, State and Zip Code) 1735 Mission Street, San Francisco, CA 94103	EMAIL tduong@healthright360.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 210449
DESCRIPTION OF AMOUNT OF CONTRACT \$21,767,146		
NATURE OF THE CONTRACT (Please describe) To operate isolation and quarantine sites delivering behavioral health, nursing and medical support services for people who test positive for COVID-19 and others who are under investigation for COVID-19 infection		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Eisen	Vitka	CEO
2	Duong	Tony	CFO
3	Anandasakaran	Jegan	COO
4	Graham	Bryan	Board of Directors
5	Ireland	Diane	Board of Directors
6	Smart	Linda	Board of Directors
7	Balan	Yener	Board of Directors
8	Pugh	Alex	Board of Directors
9	Binder	Daniel	Board of Directors
10	Holmes	Kathryn	Board of Directors
11	Torres	Timothy	Board of Directors
12	Pointer	Karen	Board of Directors
13	Thomas	Ahmad	Board of Directors
14	Gurley	Chris	Board of Directors
15	Mitchell	Natalie	Board of Directors
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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President, District 10
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6516
Fax No. 554-7674
TDD/TTY No. 544-6546

Shamann Walton

PRESIDENTIAL ACTION

Date: 6/1/2021

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____

(Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. _____

210449

Dept of Public Health

(Primary Sponsor)

Title. Contract Amendment - HealthRIGHT 360 - COVID-19 Isolation and
Quarantine Services - Not to Exceed \$21,767,146

From: Budget & Finance

Committee

To: Government Audit & Oversight

Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: _____

Replacing Supervisor: _____

For: _____

(Date)

(Committee)

Meeting

Start Time: _____ End Time: _____

Temporary Assignment: Partial Full Meeting

Shamann Walton, President
Board of Supervisors