

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

**Second Amendment**

THIS AMENDMENT (this "Amendment") is made as of February 4, 2014, in San Francisco, California, by and between **Richmond Area Multi-Services, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

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

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

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4156-09/10 on June 21, 2010;

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

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

**a. Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010 Contract Number BPHM11000027, between Contractor and City, as amended by the:

First Amendment dated October 4, 2011 Contract Number BPHM11000027 and  
Second Amendment this amendment.

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

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

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

5. Compensation. Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed Eighteen Million Seven Hundred Ten Thousand One Hundred Sixty Nine Dollars (\$18,710,169). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in

which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Two Million Six Hundred Two Thousand Sixty Two Dollars (\$22,602,062)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

2b. Appendix B(Calculation of Charges) dated October 5, 2011 is hereby deleted in it's entirety and replaced with Appendix B (Calculation of Charges) dated February 4, 2014.

2c. Appendix E to the Original Agreement dated October 1, 2010 is hereby deleted in it's entirety and replaced with Appendix E dated May 7, 2014.

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

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

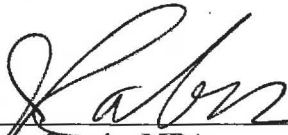
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

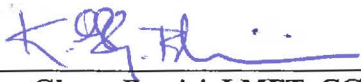
**CITY**

**CONTRACTOR**

Recommended by:

**Richmond Area Multi-Services, Inc.**

  
**Barbara Garcia, MPA**  
Director of Health  
Department of Public Health

  
**Kavvos Ghane Bassiri, LMFT, CGP / Date**  
Director of Health Chief Executive Officer  
3626 Balboa St.  
San Francisco, CA 94121

City vendor number: 15706

Approved as to Form:

**Dennis J. Herrera**  
City Attorney

By:  2/24/14  
**Kathy Murphy**  
Deputy City Attorney

Approved:

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

RECEIVED  
PURCHASING DEPARTMENT  
14 SEP -3 PM 12:01



## 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 Prop 63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will

result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

**2. Program Budgets and Final Invoice**

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

Budget Summary

- Appendix B-1 Adult & Older Adult Outpatient
- Appendix B-2 HireAbility
- Appendix B-3 Broderick Residential CBHS
- Appendix B-4 Broderick Residential HUH
- Appendix B-5 Peer Certificate
- Appendix B-6 Vocational IT
- Appendix B-7 APIHPC

B. *COMPENSATION*

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> 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 Two Million Six Hundred Two Thousand Sixty Two Dollars (\$22,602,062) for the period of July 1, 2010 through December 31, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, \$609,188 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2010 through December 31, 2010 (Encumbered under BPHM065000007)	\$1,383,519	Total: FY10/11 Amount
January 1, 2011 through June 30, 2011	\$1,281,460	\$2,664,979
July 1, 2011 through June 30, 2012	\$3,930,161	
July 1, 2012 through June 30, 2013	\$4,216,814	
July 1, 2013 through June 30, 2014	\$4,472,368	
July 1, 2014 through June 30, 2015	\$4,472,368	

July 1, 2015 through December 31, 2015	\$2,236,184	
<b>July 1, 2010 through December 31, 2015</b>	<b>G. Total</b>	<b>\$21,992,874</b>

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

**(4) CONTRACTOR further understands that, \$1,383,519 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM065000007 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM065000007 for the Fiscal Year 2010-11.**

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

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

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

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



## Appendix E

### BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) supplements and is made a part of the contract (“Contract”) by and between the City and County of San Francisco, Covered Entity (“CE”) and Contractor, Business Associate (“BA”).

#### RECITALS

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

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

1. **Definitions**
  - a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
  - b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
  - c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
  - d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
  - e. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - f. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
  - h. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
  - i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.



- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the 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. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
  - m. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
  - n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - o. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
  - b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. m. of the Addendum, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
  - c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this

special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six(6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five(5) calendar days.
- g. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any

Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- h. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
  - i. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
  - j. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual who unsecured Protected Information has been, or is reasonably believed by the business associate to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. (This provision should be negotiated.) [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
  - k. **Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
3. **Termination**
- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
  - b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other



security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Addendum to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

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

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

**5. Reimbursement for Fines or Penalties**

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2014

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

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

PRODUCER License # 0726293  
Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.  
505 N Brand Blvd, Suite 600  
Glendale, CA 91203

CONTACT NAME:  
PHONE (A/C, No, Ext): (818) 539-2300 FAX (A/C, No): (818) 539-2301  
E-MAIL ADDRESS:

INSURED  
  
Richmond Area Multi Services  
3626 Balboa St.  
San Francisco, CA 94121

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Scottsdale Insurance Company	41297
INSURER B :	Riverport Insurance Company	36684
INSURER C :	Quality Comp Inc	
INSURER D :	Zurich American Insurance Company	16535
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		OPS0064825	07/01/2014	07/01/2015	EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> Abuse Liab \$250k/\$1m						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	AUTOMOBILE LIABILITY			RIC0013911	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0150580714	07/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Crime			MPL576139700	07/01/2013	07/01/2016	Limit	1,500,000
A	Professional Liab.			OPS0064825	07/01/2014	07/01/2015	Per Occurrence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City & County of San Francisco, its Officers, Agents & Employees named as additional insured but only insofar as the operations under contract are concerned. Such policies are primary insurance to any other insurance available to the additional insureds with respect to any claims arising out of the agreement. Insurance applies separate to each insured. Workers Compensation coverage is excluded. Evidence Only.

**CERTIFICATE HOLDER**

**CANCELLATION**

City & County of San Francisco Dept of Public Health  
Comm. Behavioral Health Svcs.  
1380 Howard Street  
San Francisco, CA 94103

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



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0064825	07/01/2014	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CG 20 26 07 04:

City and County of San Francisco  
 Dept. of Public Health, Comm. MH Services (CMHS)  
 1380 Howard St., 4th Floor  
 San Francisco, CA 94103

State Department of Rehabilitation/State of CA  
 its Officers, Employees, Agents & Servants  
 721 Capital Mall  
 Sacramento, CA 95814

The San Francisco Children & Families Commission  
 1390 Market Street, Suite 318  
 San Francisco, CA 94102

\*\*San Francisco Unified School District  
 135 Van Ness Ave., Room #208  
 San Francisco, CA 94102  
 \*\* San Francisco Unified School District, its Board,  
 Officers and Employees are named as Additional  
 Insureds, but only insofar as the operations under  
 contract are concerned. Such policies are primary  
 insurance to any other insured available to the  
 Additional Insureds with respects to any claims arising  
 out of the agreement. Insurance applies separate to  
 each insured.

Department of Human Services  
 1235 Mission St.  
 San Francisco, CA 94103

Urban Services YMCA Potrero Hill FRC Program  
 1805 25th St.  
 San Francisco, CA 94107

RE: Early Childhood Mental Health Consultation at  
 Potrero Hill FRC



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0064825	07/01/2014	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CLS-59s (4-10):

City and County of San Francisco  
 Dept. of Public Health, Comm. MH Services (CMHS)  
 1380 Howard St., 4th Floor  
 San Francisco, CA 94103

State Department of Rehabilitation/State of CA  
 its Officers, Employees, Agents & Servants  
 721 Capital Mall  
 Sacramento, CA 95814

The San Francisco Children & Families Commission  
 1390 Market Street, Suite 318  
 San Francisco, CA 94102

\*\*San Francisco Unified School District  
 135 Van Ness Ave., Room #208  
 San Francisco, CA 94102  
 \*\* San Francisco Unified School District, its Board, Officers and Employees are named as Additional Insureds, but only insofar as the operations under contract are concerned. Such policies are primary insurance to any other insured available to the Additional Insureds with respects to any claims arising out of the agreement. Insurance applies separate to each insured.

Department of Human Services  
 1235 Mission St.  
 San Francisco, CA 94103

San Francisco Community College District  
 Its Officers, Agents and Employees  
 33 Gough Street  
 San Francisco, CA 94103

City and County of San Francisco  
 San Francisco Recreation and Parks  
 501 Stanyan Street  
 San Francisco, CA 94117



*Workers' Compensation Solutions*

RE: Quality Comp, Inc. – Group Workers' Compensation Program

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 NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California. The company is rated "A" Category "VIII" by A.M. Best & Company (NAIC#16608).

**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, 2014

Expiration: January 1, 2015

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

Sincerely,

*Caryn A. Riff/jh*

Caryn A. Riff, ARM  
Chief Operating Officer

CAR:jh

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

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

John M. Rea  
JOHN M. REA

DIRECTOR

Mark T. Johnson  
MARK T. JOHNSON

MANAGER

\* 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.

**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 21st of January 2014

A handwritten signature in black ink, appearing to read "Jon Wroten".

Jon Wroten, Chief

ORIG: Jackie Harris  
Underwriting & Operations Manager  
Monument Insurance Services  
255 Great Valley Pkwy., Ste 200  
Malvern, Pa 19355



POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- Insured's Name (WC 89 06 01)
- Policy Number (WC 89 06 02)
- Effective Date (WC 89 06 03)
- Expiration Date (WC 89 06 04)
- Insured's Mailing Address (WC 89 06 05)
- Experience Modification (WC 89 04 06)
- Producer's Name (WC 89 06 07)
- Change in Workplace of Insured (WC 89 06 08)
- Insured's Legal Status (WC 89 06 10)
- Item 3.A. States (WC 89 06 11)
- Item 3.B. Limits (WC 89 06 12)
- Item 3.C. States (WC 89 06 13)
- Item 3.D. Endorsement Numbers (WC 89 06 14)
- Item 4.\* Class, Rate, Other (WC 89 04 15)
- Interim Adjustment of Premium (WC 89 04 16)
- Carrier Servicing Office (WC 89 06 17)
- Interstate/Intrastate Risk ID Number (WC 89 06 18)
- Carrier Number (WC 89 06 19)

is changed to read:

The following Waiver of Subrogation is hereby added to the policy:

See Form WC 04 03 06.

\* Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$ 278,568

Minimum Premium \$

Deposit Premium \$

All other terms and conditions of this policy remain unchanged.

New Estimated Premium	278,568.00	New Estimated Tax	13,450.00
Less Previously Billed	278,422.00	Less Previously Billed	13,450.00
Additional Due	146.00	Additional Due	0.00

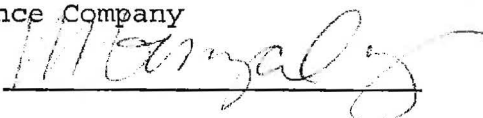
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective Date: 07/01/2013    Policy No. WC201300001911    Endorsement No. 1  
 Policy Effective Date: 07/01/2013 to 07/01/2014    Premium \$ 146.00  
 Insured: Richmond Area Multi Services, Inc.

DBA:

Carrier Name / Code: New York Marine and General Insurance Company  
 NCCI Carrier Code No. 28746

Countersigned by 

WC 89 06 00 A  
 Ed. 7-87

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

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

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

The additional premium for this endorsement shall be 5.000% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

City and County of San Francisco  
Human Services Agency - Office of Grant Management  
P.O. Box 7988  
San Francisco, CA 94120-7988

**Job Description**

Administrative Employees and Behavioral Health/Vocational  
Rehab./Peer Counselors.  
1235 Mission Street  
San Francisco, CA 94103


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

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

Endorsement Effective Date: 07/01/2013    Policy No. WC201300001911    Endorsement No. 1  
Policy Effective Date: 07/01/2013 to 07/01/2014    Premium \$ 146.00  
Insured: Richmond Area Multi Services, Inc.

DBA:

Carrier Name / Code: New York Marine and General Insurance Company

Countersigned by 



**FORM 3: CMD COMPLIANCE AFFIDAVIT**

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative:

Owner/Authorized Representative (Print)

Kavoos Ghane Bassiri

Name of Firm (Print)

Richmond Area Multi-Services, Inc. (RAMS)

Title and Position

President & CEO

Address, City, ZIP

3626 Balboa Street, San Francisco, CA 94121

Federal Employer Identification Number (FEIN):

23-7389436

Date:

6/11/2014





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

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

City & County of San Francisco,  
Dept. of Public Health  
101 Grove Street  
San Francisco, CA 94102

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

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

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



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0062221	07/01/2013	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CG 20 26 07 04:

-----

City and County of San Francisco  
 Dept. of Public Health, Comm. MH Services (CMHS)  
 1380 Howard St., 4th Floor  
 San Francisco, CA 94103

-----

State Department of Rehabilitation/State of CA  
 its Officers, Employees, Agents & Servants  
 721 Capital Mall  
 Sacramento, CA 95814

-----

The San Francisco Children & Families Commission  
 1390 Market Street, Suite 318  
 San Francisco, CA 94102

-----

\*\*San Francisco Unified School District  
 135 Van Ness Ave., Room #118  
 San Francisco, CA 94102  
 \*\* San Francisco Unified School District, its Board,  
 Officers and Employees are named as Additional  
 Insureds, but only insofar as the operations under  
 contract are concerned. Such policies are primary  
 insurance to any other insured available to the  
 Additional Insureds with respects to any claims arising  
 out of the agreement. Insurance applies separate to  
 each insured.

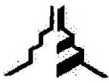
-----

Department of Human Services  
 1235 Mission St.  
 San Francisco, CA 94103

-----

Urban Services YMCA Potrero Hill FRC Program  
 1805 25th St.  
 San Francisco, CA 94107

RE: Early Childhood Mental Health Consultation at  
 Potrero Hill FRC



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0062221	07/01/2013	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CG 20 26 07 04:

San Francisco Community College District  
 Its Officers, Agents and Employees  
 33 Gough Street  
 San Francisco, CA 94103

State of California, its Officers, agents, employees  
 and servants  
 State Dept. of Vocational Rehab. Attn: Darlene  
 Rutowski  
 301 Howard Street 7th Floor  
 San Francisco, CA 94105

The State of California, its officers, agents, employees  
 and servants are named as Additional Insureds, but  
 only with respect to work performed under the  
 Agreement.

City and County of San Francisco  
 DPH Contract Management & Compliance Attn: Judith  
 Matranga  
 101 Grove Street, #307  
 San Francisco, CA 94102

City and County of San Francisco  
 San Francisco Recreation and Parks  
 501 Stanyan Street  
 San Francisco, CA 94117

Dept. of Children, Youth and their Families  
 1390 Market Street, Suite 900  
 San Francisco, CA 94102





ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0062221	07/01/2013	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED (VICARIOUS)—DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

City & County of San Francisco,  
Dept. of Public Health  
101 Grove Street  
San Francisco, CA 94102

In consideration of the premium charged, the coverage afforded under the Coverage Part/Form is extended to the Person or Organization designated above as an Additional Insured but only for any vicarious liability imposed upon the Additional Insured for the negligence of the Named Insured. There is no coverage for the Person or Organization listed above for its sole negligence or any other negligence unless it is the negligence of the Named Insured and such negligence arises directly from the Named Insured's activities performed for the Additional Insured.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0062221	07/01/2013	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CLS-59s (4-10):

-----

City and County of San Francisco  
 Dept. of Public Health, Comm. MH Services (CMHS)  
 1380 Howard St., 4th Floor  
 San Francisco, CA 94103

-----

State Department of Rehabilitation/State of CA  
 its Officers, Employees, Agents & Servants  
 721 Capital Mall  
 Sacramento, CA 95814

-----

The San Francisco Children & Families Commission  
 1390 Market Street, Suite 318  
 San Francisco, CA 94102

-----

\*\*San Francisco Unified School District  
 135 Van Ness Ave., Room #118  
 San Francisco, CA 94102  
 \*\* San Francisco Unified School District, its Board,  
 Officers and Employees are named as Additional  
 Insureds, but only insofar as the operations under  
 contract are concerned. Such policies are primary  
 insurance to any other insured available to the  
 Additional Insureds with respects to any claims arising  
 out of the agreement. Insurance applies separate to  
 each insured.

-----

Department of Human Services  
 1235 Mission St.  
 San Francisco, CA 94103

-----

San Francisco Community College District  
 Its Officers, Agents and Employees  
 33 Gough Street  
 San Francisco, CA 94103



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0062221	07/01/2013	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CLS-59s (4-10):

-----  
City and County of San Francisco  
DPH Contract Management & Compliance Attn: Judith  
Matranga  
101 Grove Street, #307  
San Francisco, CA 94102

-----  
City and County of San Francisco  
San Francisco Recreation and Parks  
501 Stanyan Street  
San Francisco, CA 94117

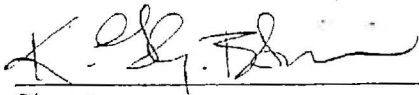
-----  
Dept. of Children, Youth and their Families  
1390 Market Street, Suite 900  
San Francisco, CA 94102

## AUTOMOBILE LIABILITY COVERAGE WAIVER

A) I declare under penalty of perjury that there will be no automobile used by any employee, agent, representative or volunteer of Richmond Area Multi-Services(RAMS) in the execution of this contract between Richmond Area Multi-Services (RAMS) and San Francisco Unified School District. If an auto is used for any reason, RAMS will ensure Automobile Liability coverage is in place in conformance with the requirements of SFUSD and in advance of such use.

B) I certify that RAMS owns no motor vehicles and therefore does not carry automobile liability insurance. I certify that commercial general liability policy # RIC0010294 contains a non-owned auto coverage provision that will remain in effect during the term of the contract.

Service Provider shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Losses") arising from, in connection with or caused by: (a) personal injury or property damage caused, directly or indirectly out of the use of an automobile.



Signature

7/6/09

Date



May 19, 2004

To: Office of Contracts & Compliance  
San Francisco, Dept. of Public Health

From: Kavoes Ghane Bassini, LMFT; CGP. ~~Kavoes Ghane Bassini~~  
Chief Executive Officer

Re: Waiver for Auto Liability insurance

This memo is to inform your office of the cancellation of our automobile insurance in regards to the RAMS-Bridge To Wellness contract. At this time and until further notice, we have eliminated our van transportation service and will not be utilizing a van. Therefore, we do not plan to obtain an automobile insurance. No other vehicles and/or assistance from any RAMS' employee will be utilized to transport clients/patients of this agency.

*Waiver granted based on the above information.*

*Nancy Johnston - Bellini  
Deputy Risk Manager  
5-21-04*

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- Insured's Name (WC 89 06 01)
- Policy Number (WC 89 06 02)
- Effective Date (WC 89 06 03)
- Expiration Date (WC 89 06 04)
- Insured's Mailing Address (WC 89 06 05)
- Experience Modification (WC 89 04 06)
- Producer's Name (WC 89 06 07)
- Change in Workplace of Insured (WC 89 06 08)
- Insured's Legal Status (WC 89 06 10)
- Item 3.A. States (WC 89 06 11)
- Item 3.B. Limits (WC 89 06 12)
- Item 3.C. States (WC 89 06 13)
- Item 3.D. Endorsement Numbers (WC 89 06 14)
- Item 4.\* Class, Rate, Other (WC 89 04 15)
- Interim Adjustment of Premium (WC 89 04 16)
- Carrier Servicing Office (WC 89 06 17)
- Interstate/Intrastate Risk ID Number (WC 89 06 18)
- Carrier Number (WC 89 06 19)

is changed to read:

A Waiver of Subrogation is hereby added to the policy.

See Form WC 04 03 06.

\* Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$ 109,974

Minimum Premium \$

Deposit Premium \$

All other terms and conditions of this policy remain unchanged.

New Estimated Premium	109,974.00	New Estimated Tax	4,675.00
Less Previously Billed	109,974.00	Less Previously Billed	4,675.00
Additional Due	0.00	Additional Due	0.00

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

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

Endorsement Effective Date: 07/01/2012    Policy No. WC201200001911    Endorsement No. 1

Policy Effective Date: 07/01/2012 to 07/01/2013    Premium \$ 0.00

Insured: Richmond Area Multi Services, Inc.

DBA:

Carrier Name / Code: New York Marine and General Insurance Company  
NCCI Carrier Code No. 28746

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

WC 89 06 00 A  
Ed. 7-87

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

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

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

The additional premium for this endorsement shall be 0.000% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

City and County of San Francisco  
Department of Public Health  
1380 Howard Street  
San Francisco, CA 94103

**Job Description**

All Operations of the Named Insured

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

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

Endorsement Effective Date: 07/01/2012    Policy No. WC201200001911    Endorsement No. 1  
Policy Effective Date: 07/01/2012 to 07/01/2013    Premium \$ 0.00  
Insured: Richmond Area Multi Services, Inc.

**DBA:**

Carrier Name / Code: New York Marine and General Insurance Company

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

