

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2014 in San Francisco, California, by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitution corporation, on behalf of the UCSF CLINICAL PRACTICE GROUP, DEPARTMENT OF PSYCHIATRY, AT SAN FRANCISCO GENERAL HOSPITAL** "Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, the Department of Public Health, Community Behavioral Health Services ("Department") wishes to provide mental health and substance abuse services; and,

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

WHEREAS, a Request for Proposal ("RFP") RFP-23-2009 was issued on September 25, 2009, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

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

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

a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010, Contract Number BPHM11000035 between Contractor and City as amended by this First Amendment.

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

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

a. **Section 3 of the Agreement currently reads as follows:**

3. Effective Date of Agreement

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

Section 3 is hereby amended in its entirety to read as follows:

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing. However, City shall pay for services performed from the beginning date of the term of the Agreement upon certification of the Controller of the availability of funds.

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

5. Compensation.

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Million Three Hundred Fifty Six Thousand, Six Hundred Thirty Three Dollars (\$20,356,633)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

Section 5 is hereby amended in its entirety to read as follows:

5. Compensation.

Compensation shall be made in monthly payments on or before the 30th day of each month for works set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty Two Million Five Hundred Thirty One Thousand Nine Hundred Seven Dollars (\$32,531,907)**. 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.

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

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the

City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

d. Section 10 is hereby amended in its entirety to read as follows:

10. Taxes

a. Payment, as applicable, of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Nothing in that paragraph shall be interpreted as a waiver of any immunities or defenses that Contractor may otherwise have.

b. Without waiving its rights afforded to it as a California Constitutional Corporation, Contractor states as follows: Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

e. Section 11 is hereby amended in its entirety to read as follows:

11. Payment Does Not Imply Acceptance of Work

The payment by City for Services under this Agreement, or the receipt of payment thereof by Contractor, shall in no way affect the obligation of Contractor to perform the Services set forth in **Appendix A** of this Agreement, nor does it preclude City from seeking any available legal remedy should Contractor fail to perform such Services.

f. Section 12 is hereby amended in its entirety to read as follows:

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

g. Section 13 is hereby amended in its entirety to read as follows:

13. Responsibility for Equipment

a. City shall not be responsible for any damage to persons or property to the extent it is a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City, while such equipment is in the sole care, custody, and control of Contractor.

b. Any equipment purchased by Contractor with funds provided under the terms of this Agreement shall be deemed to be the property of the City and title to such equipment shall vest in the City. Contractor shall notify the Contract Administrator of any purchase of equipment in writing and shall provide an inventory of such equipment to the Contract Administrator within thirty (30) calendar days of the expiration or termination of this Agreement. If payment under this Agreement is based on a fee for service, equipment purchased using funds from this Agreement shall be referenced in **Appendix B**.

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

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

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

referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. Payment of Taxes and Other Expenses.

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section, but only in proportion and to the extent such claims, losses, costs, damages, and expenses, including attorney's fees, are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

i. Section 15 is hereby amended in its entirety to read as follows:

15. Insurance

Contractor and City agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. A certificate of insurance is not required from either party. In the event an insurance waiver is required or approved, it shall be attached hereto as Appendix C.

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

16. Indemnification

a. Contractor shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys'

fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

b. City shall defend, indemnify, and hold Contractor, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

k. Section 17 is hereby amended in its entirety to read as follows:

17. Incidental and Consequential Damages - Deleted by agreement of the parties.

l. Section 18 is hereby amended in its entirety to read as follows:

18. Liability of City - Deleted by agreement of the parties.

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

19. Liquidated Damages - Deleted by agreement of the parties.

n. Section 21 is hereby amended in its entirety to read as follows:

21. Termination for Convenience

a. Either party may terminate this Agreement by giving thirty (30) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Contractor agrees to file with the City all outstanding claims, cost reports and program reports within sixty (60) calendar days of such termination. Contractor shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.

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

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead not to exceed the negotiated indirect rate as set forth in **Appendix B**. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; and (2) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).

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

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

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, 57,64 and item 1 of **Appendix D** (HIPAA) attached to this Agreement.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. When all payments due under this Agreement to the time of termination, less those legally withheld, if any, have been paid by City to Contractor, 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 as required pursuant to this Agreement or acquired with funding provided under this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

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

24. Proprietary or Confidential Information of City

a. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public non-profit educational institution, Contractor is subject to statutes requiring disclosure of information and records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.

b. Contractor shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Contractor agrees that all private or confidential information concerning clients receiving the Services set forth in **Appendix A** under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Contractor violates the terms of this section.

c. Contractor agrees that it has the duty and responsibility to make available to the Contract Administrator or his/her designee, including the Controller, the contents of records pertaining to any City client which are maintained in connection with the performance of the Contractor's duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. If this Agreement is terminated by either party, or expires, the Contractor shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Contractor is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires, such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Contractor does not waive its rights under CA Evidence Code §1157, *et seq.* or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Contractor, its patients, students, faculty, employees, and agents.

e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Contractor under this Agreement shall not be divulged by Contractor to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Department of Public Health Contract Administrator listed in **Appendix A**.

q. **Section 25 is hereby amended in its entirety to read as follows:**

25. Notices to the Parties

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

To CITY: Office of Contract Management Fax: (415) 252-3088
Department of Public Health
1380 Howard Street Fourth Floor
San Francisco, California 94102

David Folmar email: David.Folmar@sfdph.org

To CONTRACTOR: The Regents of the University of California Fax: (415) 285-2037
Chair, Clinical Practice Group
SFGH Dean's Office, Room 2A21
San Francisco General Hospital
1001 Portrero Ave
San Francisco, CA 94110

And: Constance Revore Fax: (415) 597 - 8004
Division Administrator
Division of Citywide Case Management Programs
982 Mission Street, 2nd Floor
San Francisco, CA 94103

Constance.Revore@ucsf.edu

PAYMENTS: Payee: "The Regents of the University of California"
Mail to:

UCSF CLINIC PRAC GRP SFGH/COMM FOCUS PGM
PO BOX 7464
San Francisco, CA 94120-7464

Any notice of default must be sent by registered mail.

r. **Section 26 is hereby amended in its entirety to read as follows:**

26. Ownership of Results

Any interest of Contractor or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors specifically under the direction and control of City and identified in **Appendix A, Appendix B and any attachments to Appendix A and B**, to this Agreement shall become the property of City and will be transmitted to City upon request. City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when City owns the results, and Contractor gives City a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when Contractor owns the results. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

s. **Section 27 is hereby amended in its entirety to read as follows:**

27. Works for Hire

If, in connection with services performed specifically under the direction and control of City and identified on **Appendix A** to this Agreement, Contractor and/or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City (collectively, "Works"). City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Works for scholarly or academic purposes. Except as provided herein, Contractor may not sell, or otherwise transfer its license to any commercial third party for any reason whatsoever. In all other instances, Contractor shall retain ownership and shall give City a non-exclusive, royalty-free, worldwide license to use such items for scholarly or academic purposes.

t. **Section 29 is hereby amended in its entirety to read as follows:**

29. Subcontracting

a. Services rendered by the Contractor pursuant to this Agreement may be carried out under subcontracts. All such subcontracts shall be in writing and shall abide by such federal, state and local laws and regulations as pertain to this Agreement. No subcontract shall terminate the legal responsibilities of the Contractor to the City to ensure that all activities under this Agreement shall be carried out.

b. Contractor may utilize consultants to assist in a variety of functions. All agreements with consultants must be in writing, stating the amount of compensation and the scope of work.

c. Neither party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

d. Contractor shall provide the City with a list of all subcontractors and consultants retained by Contractor to provide Services under this Agreement either before such retention or as soon as reasonably possible after retention. City shall have the right to exercise its reasonable discretion to reject the retention of any subcontractor or consultant by Contractor. Upon any rejection by City, Contractor shall end rejected subcontractors or consultants provision of Services under this Agreement.

u. **Section 30 is hereby amended in its entirety to read as follows:**

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor, except as otherwise provided in Paragraph 29, above, unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

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

32. Consideration of Criminal History in Hiring and Employment Decisions . Deleted in consideration of Contractor's Public Entity status and approved by Office of Contracts Administration (OCA).

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

33. Local Business Enterprise Utilization; Liquidated Damages - Deleted in consideration of Contractor's Public Entity status.

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

34. Nondiscrimination; Penalties - Deleted based on Contracts Monitoring Division 's(CMD) approval of sole source exception.

y. **Section 35 is hereby amended in its entirety to read as follows:**

35. MacBride Principles—Northern Ireland - Deleted in consideration of Contractor's Public Entity status.

z. **Section 39 is hereby amended in its entirety to read as follows:**

39. Compliance with Americans with Disabilities Act - Deleted in consideration of Contractor's public entity status and the fact that this Agreement serves a substantial public interest, per Administrative Code Chapter 12C.5-1(b).

aa. **Section 41 is hereby amended in its entirety to read as follows:**

41. Public Access to Meetings and Records - Deleted in consideration of Contractor's Public Entity status.

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

43. Requiring Minimum Compensation for Covered Employees - Deleted in consideration of Contractor's Public Entity status.

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

44. Requiring Health Benefits for Covered Employees - Deleted in consideration of Contractor's Public Entity status.

dd. Section 45 is hereby amended in its entirety to read as follows:

45. First Source Hiring Program - Deleted in consideration of Contractor's Public Entity status.

ee. Section 47 is hereby amended in its entirety to read as follows:

47. Preservative-treated Wood Containing Arsenic - Deleted in consideration of the fact that this Agreement is not for the purchase of preservative-treated wood products.

ff. Section 48 is hereby amended in its entirety to read as follows:

48. Modification of Agreement

a. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement, except that changes in the scope of service that do not increase the level of total compensation shall be subject to the provisions of the Department of Public Health Policy / Procedure Regarding Contract Budget Changes in effect at commencement of the term of this Agreement, a copy of which has been provided to Contractor. In the event that City desires to amend the Policy/Procedures Regarding Contract Budget Changes, it will provide Contractor with at least thirty (30) days written notice of the proposed changes and provide Contractor with the opportunity to ask questions, raise concerns or recommend alternative revisions. City shall, in good faith, consider Contractor's questions, concerns and recommendations in finalizing any changes to the Policy/Procedure Regarding Budget Changes; however, the final approval of such changes shall be solely in City's discretion.

b. City may from time to time request changes in the scope of the services of this Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be effective only upon execution of a duly authorized amendment to this Agreement. Contractor shall cooperate with the City 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 twenty percent 20%(CMD Contract Modification Form).

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

49. Administrative Remedy for Agreement Interpretation

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

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

hh. Section 52 is hereby amended in its entirety to read as follows:

52. Entire Agreement

This Agreement, including all Appendices expressly incorporated herein, sets forth the entire understanding between the parties, and supersedes all other oral or written provisions as it pertains to the subject matter herein. This contract may be modified only as provided in Section 48.

ii. Section 53 is hereby amended in its entirety to read as follows:

53. Compliance with Laws

The parties shall comply with all applicable laws in the performance of this Agreement.

jj. Section 54 is hereby amended in its entirety to read as follows:

54. Services Provided by Attorneys

The parties do not intend that any legal services will be provided under this Agreement. Any services to be provided under this Agreement (with funding provided by City) to be performed by a law firm or attorney as set forth in the statement of work 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

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

55. Supervision of Minors

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

ll. Section 57 is hereby amended in its entirety to read as follows:

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor. The provisions of this Section 57 shall not apply to the extent inconsistent with federal, state or local law.

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

58. Reserved

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

60. Slavery Era Disclosure - Deleted in consideration of Contractor's status as a State of California agency per San Francisco Administrative Code Chapter 12.Y.3(b).

oo. Section 61 is hereby amended in its entirety to read as follows:

61. Dispute Resolution Procedure - Deleted by agreement of the Parties.

pp. Section 62 is hereby amended in its entirety to read as follows:

62. Additional Terms

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

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

63. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the

drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

rr. Section 64 is hereby added and reads as follows:

64. 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, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the negligent acts or omissions of Contractor. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

ss. Appendices A and A-1a/A-1b dated 07/01/13 (i.e. July 1, 2013) is hereby replaced in its entirety with Appendices A and A-1a/A-1b dated 07/01/14 (i.e. July 1, 2014).

tt. Appendices B and B-1a/B-1b dated 07/01/13 (i.e. July 1, 2013) is hereby replaced in its entirety with Appendices B and B-1a/B-1b dated 07/01/14 (i.e. July 1, 2014).

uu. Appendix F page A dated 07/01/14 (i.e. July 1, 2014 for Fiscal Year 2014-15 is hereby added.

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

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

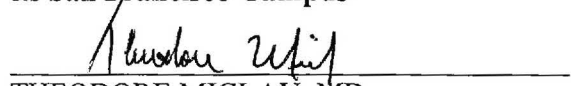
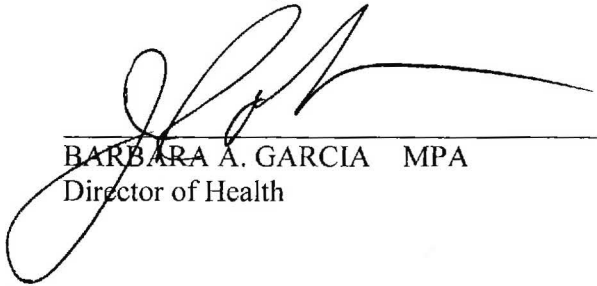
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

**The Regents of the University of California
A Constitutional Corporation, on behalf of
its San Francisco Campus**



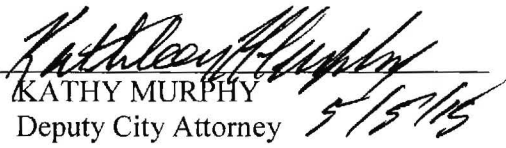
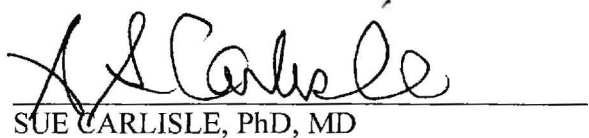
BARBARA A. GARCIA MPA
Director of Health

THEODORE MICLAU, MD
Chair, Clinical Practice Group
SFGH Dean's Office, Room 2A21
San Francisco General Hospital
1001 Portrero Avenue
San Francisco, CA 94110

Approved as to Form:

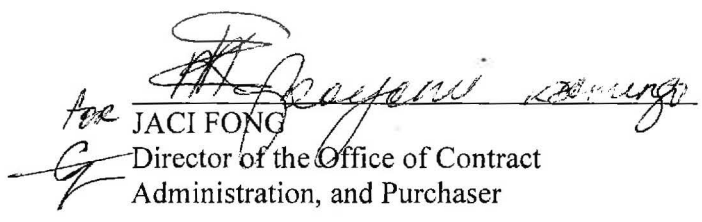
DENNIS J. HERRERA
City Attorney

By:


KATHY MURPHY
Deputy City Attorney 5/15/15

SUE CARLISLE, PhD, MD
Vice Dean, SFGH
SFGH Dean's Office, Room 2A21
San Francisco General Hospital
1001 Portrero Avenue
San Francisco, CA 94110

Approved:


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

City vendor number: 44467

Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Stephen Banuelos, Contract Administrator for the City, or his / her designee, and City will contact UC Principal Investigator or other appropriate UCSF staff person, Contractor's principal investigator for this Agreement, or his / her designee.

B. Reports:

Contractor shall submit written reports as reasonably requested by the City. The format for the content of such reports shall be determined by the City in advance. 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 make reasonable efforts 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 represents 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:

It is the intent of the parties that only clients who are San Francisco residents shall be treated under the terms of this Agreement, and City shall pay for all services rendered by Contractor in accordance with this Agreement. The parties agree that to the extent that residency has been verified by the City, that verification may be relied upon by Contractor. Exceptions must have the written approval of the Contract Administrator.

F. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but

not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and record keeping.

(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 correcting known site hazards, the proper use of equipment located at the site, the health and safety of their employees, and for all other persons who work at or visit the job site as per local and/or state regulations.

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

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

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

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

G. 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.

H. 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."

I. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

J. 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, 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.

K. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

L. 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.

M. Quality Assurance:

Contractor agrees to develop and implement a Quality Assurance Plan based on internal standards established by Contractor applicable to the Services as follows:

- (1) Staff evaluations.
- (2) Personnel policies and procedures.
- (3) Quality Improvement.
- (4) Staff education and training.

N. Compliance With Grant Award Notices:

Contractor recognizes that funding for this Agreement is provided to the City through federal, state or private foundation awards. 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 and will be provided to Contractor upon request.

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

Detailed description of services are listed below and are attached hereto

2014-15 Appendix A-1a/A-1b UC Citywide SPR

1. Identifiers:

Program Name: **UC Citywide SPR**
 Program Address: 982 Mission St. 2nd Floor
 City, State, ZIP: San Francisco, CA 94103
 Telephone: 415-597-8065 FAX: 415-597-8004
 Website Address: <http://www.ucsf.edu/>

Contractor Address: 982 Mission St. 2nd floor
 City, State, ZIP: San Francisco, CA 94103
 Person Completing this Narrative: David Fariello
 Telephone: 415-597-8065
 Email Address: david.fariello@ucsf.edu

Program Code(s): 1a) Citywide Focus (89113)
 1b) Citywide Forensics (89119)

2. Nature of Document:

New Renewal Amendment One

3. Goal Statement:

The UC Citywide SPR (Citywide Focus & Citywide Forensics) will reduce unnecessary institutional care (hospitals, IMD, MRF and/or jail) of high risk, seriously mentally ill transitional aged youth, adults, and older adults.

4. Target Population:

UC Citywide SPR proposes the continuation of a capitated full-service integrated outpatient behavioral health center treating 570 transitional age youth, adult, and/or older-adult clients identified by CBHS. We focus on San Francisco adult residents with the highest mental health and social service needs. Over 60% are diagnosed with complicating substance abuse problems, over 65% have been homeless, and many also have criminal justice involvement. Approximately 64% are men, 36% women, 32% white, 35% African-American, 24% Asian, and 9% Latino. We treat consumers in every district of the city, but the largest numbers are in the Tenderloin, South of Market, Bayview and Inner-Mission and Chinatown areas. Many consumers live in SROs, but a significant number (especially Asian and Latino consumers) live with families of origin and others in Residential Care group homes.

5. Modality(s)/Intervention(s) (See instruction on the use of this table):

The UC Citywide SPR provides Mode 15 Outpatient Mental Health services. UC Citywide SPR is to be reimbursed on a capitated case basis. See below for details:

Units of Service (UOS) Description	Units of Service	# of Clients	Unduplicated Clients (UDC)
Units of Service # Clients Enrolled (570 Max) x Months (12) = 6840	6840	570	
Total UDC Served 570 Clients x .2 (turnover) = 114 570 + 114 = 684			684

Capitation Rate: \$1,228.71 per client enrolled (570 max) per month

(Formula: $\$8,404,402 \div 12 \div 570 = 1,228.71$)

6. Methodology:

- Consumers are assertively engaged and followed throughout the system as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in Board & Care are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.

A. Outreach, Recruitment, Promotion, and Advertisement.

Referrals for the programs come from hospitals, CBHS outpatient mental health clinics, jails, and CBHS.

B. Admission, Enrollment and/or Intake Criteria and process where applicable.

Consumers are referred to a central intake staff by phone and fax that screens referrals to make sure they meet Target Population criteria (high user of mental health services). Within 72 hours a case manager conducts a face-to-face interview with the consumer to enroll and begin a treatment alliance and to make sure the consumer's behavior will be safe for staff and consumers. The case manager accompanies the consumer on the day of discharge to his/her residence and first appointments. The program adheres to the guidelines, definitions and services as described in the intensive case management guidelines. The Program accepts consumers authorized by CBHS.

C. Service Delivery Model and How Each Service is Delivered (e.g. phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc).

Citywide Focus ACT model treatment teams provide comprehensive case management, crisis, family, and individual therapy services. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The programs incorporate the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. Consumers are seeing as often as is clinically indicated, which may be daily for consumers in crisis or bi-weekly for

stable consumers transitioning to a lower level of care. Staff regularly provides "hotel rounds", visiting consumers in the SROs where they reside, providing medication and spending money. Program hours are 8:30 am to 5:00 pm, Monday through Friday and 10:00 am to 1:00 pm on Saturdays. After hours and weekends are covered by on-call staff who provide phone consultation and support top consumers, support members or other agencies.

D. Exit Criteria and Process (e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning).

Discharge Criteria: Citywide Focus will continue with comprehensive, wrap-around services as long as clinically needed. When the following criteria are met a step-down transition will be initiated.

1. Treatment engagement sufficient to manage acute symptoms and sustained MORS score of 6 and above coupled with decreased staff intervention levels.
 2. No psychiatric inpatient stays for 18 months
 3. No more than one PES visit in the last year
 4. Stable housing, entitlements, health care
 5. No pending criminal justice charges, and consumer demonstrates 6 months of unassisted management of probation or BHC involvement
 6. Some productive use of time activities; hobbies, clubs. Work, school, etc.
- Consumers will transition to primary care providers, neighborhood clinics, or private health care plans and providers as they engage with the larger community and increase their ability to manage usual health care providers.

E. Staffing (e.g. which staff will be involved in what aspects of the service development and delivery. Indicate if any staff position is not funded by the grant. Note: For CBHS, Appendix B is sufficient. See Appendix B).

7. Objectives and Measurements:

"All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY14-15."

8. Continuous Quality Improvement:

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. **Required Language:** Not applicable

Appendix B
Calculation of Charges
Term: 7/1/14-6/30/15

1. Method of Payment

FFS Option

A. Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

2. Program Budgets and Final Invoice

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

2014-15 Appendix B-1a Citywide Focus, B-1b Citywide Forensics

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

The maximum dollar for each term and funding source shall be as follows:

Term	Amount
July 1, 2010 through June 30, 2011	\$3,304,648
July 1, 2011 through June 30, 2012	\$3,302,046
July 1, 2012 through June 30, 2013	\$7,808,029
July 1, 2013 through June 30, 2014	\$7,758,031
July 1, 2014 through June 30, 2015	\$8,404,402
July 1, 2015 through December 31, 2015	\$1,954,751
July 1, 2010 through December 31, 2015	\$32,531,907

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

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than sixty (60) calendar days following the closing date 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 the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

FY 14-15 CBHS BUDGET DOCUMENTS

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH): 00117		Prepared By/Phone #: Constance Revore (415)597-8047				Fiscal Year: 14/15	
DHCS Legal Entity Name (MH)/Contractor Name (SA): (Regents of) UC San Francisco		Document Date: 7/1/2014				Appendix B, Page 2	
Contract CMS # (CDTA use only): 6982							
Contract Appendix Number:	B-1a	B-1b	B-#	B-#	B-#	B-#	
Appendix A/Program Name:	Citywide Focus	Citywide Forensics					
Provider Number	8911	8911					
Program Code(s)	89113	89119					
FUNDING TERM:	07/01/14-06/30/15	07/01/14-06/30/15	-/-	-/-	-/-	-/-	TOTAL
FUNDING USES:							
Salaries & Employee Benefits:	5,399,365	1,960,307					7,359,672
Operating Expenses:	805,878	238,852					1,044,730
Capital Expenses:							0
Subtotal Direct Expenses:	6,205,243	2,199,159					8,404,402
Indirect Expenses:	0	0					0
Indirect %:	0%	0%					0%
TOTAL FUNDING USES	6,205,243	2,199,159					8,404,402
						Employee Fringe Benefits %:	38%
CBHS MENTAL HEALTH FUNDING SOURCES							
MH FED - SDMC Regular FFP (50%)	2,586,614	897,170					3,483,784
MH STATE - MH Realignment (match)	1,787,195	454,205					2,241,400
MH STATE - MH Realignment	-	35,281					35,281
MH COUNTY - General Fund	1,032,015	369,538					1,401,553
MH COUNTY - General Fund (match)	240,435	-					240,435
MH STATE - MHSA (CSS) (match)	558,984	442,965					1,001,949
							-
							-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	6,205,243	2,199,159					8,404,402
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
							-
							-
							-
							-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-					-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES							
							-
							-
							-
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES	-	-					-
TOTAL DPH FUNDING SOURCES	6,205,243	2,199,159	0	0	0	0	8,404,402
NON-DPH FUNDING SOURCES							
							-
TOTAL NON-DPH FUNDING SOURCES	0	0	0	0	0	0	0
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	6,205,243	2,199,159	-	-	-	-	8,404,402

FY 14-15 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): (Regents of) UC San Francisco						Appendix/Page #: B-1a, Page 1
Provider Name: UC Citywide SPR						Document Date: 7/1/2014
Provider Number: 8911						Fiscal Year: 14/15
Program Name:	Citywide Focus	Citywide Focus	Citywide Focus	Citywide Focus		
Program Code (formerly Reporting Unit):	89113	89113	89113	89113		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-56	15/60-69	15/70-79		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP		TOTAL
FUNDING TERM:	07/01/2014-06/30/2015	07/01/2014-06/30/2015	07/01/2014-06/30/2015	07/01/2014-06/30/2015		07/01/14-06/30/15
FUNDING USES						
Salaries & Employee Benefits:	539,937	3,509,587	1,295,847	53,994		5,399,365
Operating Expenses:	80,588	523,821	193,410	8,059		805,878
Capital Expenses (greater than \$5,000):	0	0	0	0		0
Subtotal Direct Expenses:	620,525	4,033,408	1,489,257	62,053		6,205,243
Indirect Expenses:	0	0	0	0		0
TOTAL FUNDING USES:	620,525	4,033,408	1,489,257	62,053		6,205,243
CBHS MENTAL HEALTH FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (50%)	HMHMCC730515	258,662	1,681,299	620,787	25,866	2,586,614
MH STATE - MH Realignment (match)	HMHMCC730515	178,720	1,161,676	428,927	17,872	1,787,195
MH COUNTY - General Fund	HMHMCC730515	103,201	670,810	247,683	10,321	1,032,015
MH COUNTY - General Fund (match)	HMHMCC730515	24,044	156,283	57,704	2,404	240,435
MH STATE - MHSA (CSS) (match)	PHS63-1505	55,898	363,340	134,156	5,590	558,984
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		620,525	4,033,408	1,489,257	62,053	6,205,243
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		620,525	4,033,408	1,489,257	62,053	6,205,243
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES		-	0	0	0	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		620,525	4,033,408	1,489,257	62,053	6,205,243
CBHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):						
	FFS	FFS	FFS	FFS		
DPH Units of Service:	295,796	1,450,866	303,311	16,330		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	2.10	2.78	4.91	3.80		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.10	2.78	4.91	3.80		
Published Rate (Medi-Cal Providers Only):	2.70	2.95	5.20	4.30		
Unduplicated Clients (UDC):						480

FY 14-15 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 89113
 Program Name: Citywide Focus
 Document Date: 7/1/2014

Appendix/Page #: B-1a, Page 2

Position Title	TOTAL		General Fund HMMCC730515		MH STATE - MHA (CSS) PHS63-1505		Funding Source 2 (Include Funding Source Name and Index)		Funding Source 3 (Include Funding Source Name and Index Code/Project)		Funding Source 4 (Include Funding Source Name and Index Code/Project)	
	Term: 07/01/2014-06/30/2015		Term: 07/01/2014-06/30/2015		Term: 07/01/2014-06/30/2015		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Mark Leary, MD, UCSF, PI	0.05	\$ 10,143	0.05	9,230	0.00	913						
Asst Clinical/Clinical Professor	2.58	\$ 456,959	2.35	415,833	0.23	41,126						
Resident Physician	0.45	\$ 28,951	0.41	26,345	0.04	2,606						
Asso Physician Diplomate	0.50	\$ 94,898	0.46	86,357	0.05	8,541						
Administrative Assistant II/III	3.00	\$ 154,366	2.73	140,473	0.27	13,893						
Department Analyst	1.17	\$ 92,034	1.06	83,751	0.11	8,283						
Division Analyst	2.00	\$ 169,349	1.82	154,108	0.18	15,241						
Department Director of Administration	0.15	\$ 26,576	0.14	24,184	0.01	2,392						
Division Director	1.00	\$ 136,240	0.91	123,978	0.09	12,262						
Community Health Program Manager	1.00	\$ 71,080	0.91	64,683	0.09	6,397						
Community Health Program Representative	1.13	\$ 39,928	1.03	36,334	0.10	3,594						
Supervising Clinical Social Workers	1.00	\$ 104,062	0.91	94,696	0.09	9,366						
Clinical Social Workers II/III - Supervisor	3.29	\$ 293,833	2.99	267,388	0.30	26,445						
Clinical Social Workers I/II	17.00	\$ 1,246,039	15.47	1,133,895	1.53	112,144						
Social Worker Associate	6.00	\$ 334,352	5.46	304,260	0.54	30,092						
Nurse (LVN, RN, NP)	4.10	\$ 401,375	3.73	365,251	0.37	36,124						
Hospital Assistant	2.10	\$ 101,453	1.91	92,322	0.19	9,131						
Employee Representative, Sr	2.55	\$ 150,817	2.32	137,243	0.23	13,574						
Totals:	49.07	\$3,912,455	44.65	\$3,560,334	4.42	\$352,121	0.00	\$0	0.00	\$0	0.00	\$0

Employee Fringe Benefits:	38%	\$ 1,486,910	38%	\$1,353,088	38%	\$133,822					#DIV/0!
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TOTAL SALARIES & BENEFITS	\$5,399,365	\$4,913,422	\$485,943	\$0	\$0	\$0
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FY 14-15 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 89113
 Program Name: Citywide Focus
 Document Date: 7/1/2014

Appendix/Page #: B-1a, Page 3

Expenditure Category	TOTAL	General Fund HMMCC730515	MH STATE - MHSA (CSS) PHS63-1505	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 07/01/2014-06/30/2015	Term: 07/01/2014-06/30/2015	Term: 07/01/2014-06/30/2015	Term:	Term:	Term:
Occupancy:						
Rent	\$ 429,353	\$ 390,711	\$ 38,642			
Utilities(telephone, cell, pagers)	\$ 80,000	\$ 72,800	\$ 7,200			
Building and Van Repair/Maintenance	\$ 3,000	\$ 2,730	\$ 270			
Materials & Supplies:						
Office Supplies (supplies, postage and mail)	\$ 30,207	\$ 27,488	\$ 2,719			
Photocopying	\$ 2,500	\$ 2,275	\$ 225			
Medical Supplies	\$ 5,000	\$ 4,550	\$ 450			
Computer hardware/software	\$ 10,000	\$ 9,100	\$ 900			
General Operating:						
Training/Staff Development	\$ 2,500	\$ 2,275	\$ 225			
Insurance	\$ -	\$ -				
Professional License	\$ -					
Permits	\$ -					
Equipment Lease & Maintenance	\$ 3,000	\$ 2,730	\$ 270			
Staff Travel:						
Local Travel	\$ 9,000	\$ 8,190	\$ 810			
Out-of-Town Travel	\$ -					
Field Expenses	\$ -					
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
Other UC Direct Costs:						
Data Network Services	\$ 24,142	\$ 21,970	\$ 2,173			
CCDSS: Computing and Communication Device Support Services	\$ 27,087	\$ 24,649	\$ 2,438			
GAEL: General Automobile and Employee Liability Charges	\$ 30,517	\$ 27,771	\$ 2,747			
UCSF Faculty and Staff Recharge	\$ 49,572	\$ 45,110	\$ 4,461			
Other:						
Vocational Services (Stipends for volunteer work)	\$ 30,000	\$ 27,300	\$ 2,700			
Client Food and Misc Client Expenses (Taxi vouchers for client appts, clothing, food, hygiene products, laundry, cleaning supplies and treats for meeting treatment plan goals)	\$ 70,000	\$ 63,700	\$ 6,300			

TOTAL OPERATING EXPENSE

\$805,878

\$733,349

\$72,529

\$0

\$0

\$0

FY 14-15 CBHS BUDGET DOCUMENTS

DPH 5: Capital Expenses Detail

Program Code: 89113

Appendix/Page #: B-1a, Page 4

Program Name: Citywide Focus

Document Date: 10/10/2014

1. Equipment

Item Description	Quantity	Serial #/VIN #	Funding Source [General Fund, Grant (List Title), or Work Order (List Dept.)]	Purchase Cost Each	Total Cost
					0
					0
					0
					0
					0
					0
					0
					0
					0
Total Equipment Cost					\$0

2. Remodeling

Description	Total Cost
Total Remodeling Cost	\$0

Total Capital Expenditure
(Equipment plus Remodeling Cost)

\$0

FY 14-15 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): UC Regents					Appendix/Page #: B-1b, Page 1	
Provider Name: UC Citywide SPR					Document Date: 7/1/2014	
Provider Number: 8911					Fiscal Year: 14/15	
Program Name:	Citywide Forensics	Citywide Forensics	Citywide Forensics	Citywide Forensics		
Program Code (formerly Reporting Unit):	89119	89119	89119	89119		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-56	15/60-69	15/70-79		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP		TOTAL
FUNDING TERM:	07/01/2014-06/30/2015	07/01/2014-06/30/2015	07/01/2014-06/30/2015	07/01/2014-06/30/2015		
FUNDING USES						
Salaries & Employee Benefits:	196,030	1,274,200	470,474	19,603		1,960,307
Operating Expenses:	23,885	155,254	57,324	2,389		238,852
Capital Expenses (greater than \$5,000):	0	0	0	0		0
Subtotal Direct Expenses:	219,915	1,429,454	527,798	21,992		2,199,159
Indirect Expenses:	0	0	0	0		0
TOTAL FUNDING USES:	219,915	1,429,454	527,798	21,992		2,199,159
CBHS MENTAL HEALTH FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (50%)	HMHMCC730515	89,716	583,161	215,321	8,972	897,170
MH STATE - MH Realignment (match)	HMHMCC730515	45,420	295,233	109,010	4,542	454,205
MH STATE - MH Realignment	HMHMCC730515	3,528	22,933	8,467	353	35,281
MH COUNTY - General Fund	HMHMCC730515	36,954	240,200	88,689	3,695	369,538
MH STATE - MHSA (CSS) (match)	PHS63-1505	44,297	287,927	106,311	4,430	442,965
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		219,915	1,429,454	527,798	21,992	2,199,159
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		219,915	1,429,454	527,798	21,992	2,199,159
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES		-	0	0	0	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		219,915	1,429,454	527,798	21,992	2,199,159
CBHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):						
	FFS	FFS	FFS	FFS		
DPH Units of Service:	104,831	514,192	107,495	5,787		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	2.10	2.78	4.91	3.80		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.10	2.78	4.91	3.80		
Published Rate (Medi-Cal Providers Only):	2.70	2.95	5.20	4.30		
Unduplicated Clients (UDC):						204

FY 14-15 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 89119
 Program Name: Citywide Forensics
 Document Date: 7/1/2014

Appendix/Page #: B-1b, Page 3

Expenditure Category	TOTAL	General Fund HMHMCC730515	MH STATE - MHA (CSS) PHS63-1505	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 07/01/2014-06/30/2015	Term: 07/01/2014-06/30/2015	Term: 07/01/2014-06/30/2015	Term:	Term:	Term:
Occupancy:						
Rent	\$ 160,456	\$ 128,365	\$ 32,091			
Utilities(telephone, cell, pagers)	\$ -					
Building Repair/Maintenance						
Materials & Supplies:						
Office Supplies	\$ 6,185	\$ 4,948	\$ 1,237			
Photocopying						
Postage and Mail						
Medical Supplies						
Computer hardware/software	\$ 5,000	\$ 4,000	\$ 1,000			
General Operating:						
Training/Staff Development	\$ 1,000	\$ 800	\$ 200			
Insurance						
Professional License						
Permits						
Equipment Lease & Maintenance						
Staff Travel:						
Local Travel	\$ 1,000	\$ 800	\$ 200			
Out-of-Town Travel						
Field Expenses						
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)						
Other UC Direct Costs:						
Data Network Recharge	\$ 8,113	\$ 6,490	\$ 1,623			
CCDSS: Computing and Communication Device Support Services	\$ 9,102	\$ 7,282	\$ 1,820			
GAEL: General Automobile and Employee Liability Charges	\$ 11,080	\$ 8,864	\$ 2,216			
UCSF Faculty and Staff Recharge	\$ 16,915	\$ 13,532	\$ 3,383			
Other:						
Client Food and Misc Client Expenses (Taxi vouchers for client appts, clothing, food, hygiene products, laundry, cleaning supplies and treats for meeting treatment plan goals)	\$ 20,000	\$ 16,000	\$ 4,000			
TOTAL OPERATING EXPENSE	\$ 238,852	\$ 191,081	\$ 47,770	\$ 0	\$ 0	\$ 0

FY 14-15 CBHS BUDGET DOCUMENTS

DPH 5: Capital Expenses Detail

Program Code: 89119

Appendix/Page #: B-1b, Page 4

Program Name: Citywide Forensics

Document Date: 10/10/14

1. Equipment

Item Description	Quantity	Serial #/VIN #	Funding Source [General Fund, Grant (List Title), or Work Order (List Dept.)]	Purchase Cost Each	Total Cost
					0
					0
					0
					0
					0
					0
					0
					0
					0

Total Equipment Cost \$0

2. Remodeling

Description	Total Cost

Total Remodeling Cost \$0

Total Capital Expenditure \$0
(Equipment plus Remodeling Cost)

Appendix E
Omitted by Agreement of the Parties

**Appendix F
Invoice**

UNIVERSITY OF CALIFORNIA

PROOF OF SELF-INSURANCE COVERAGE

The Regents of the University of California are often requested by outside parties to provide evidence of the University's self-insurance coverage in conjunction with agreements and contracts negotiated by its employees on UC campuses and medical centers. Examples of situations where the University may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The University of California self-funds its liability exposures, so does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested. The self-insurance limits accepted in each specific written agreement or contract shall be the limits that apply should a loss arise, regardless of the limits provided in the on-line Certificate of Self-Insurance Coverage document.

The UC COC Site is solely for the use and benefit of the vendors and organizations which contract with the University of California and not for resale or other transfer to or use by or for the benefit of any other person or entity. You may print copies for use within your organization, provided that you do not modify the COC in any way, nor distribute any copies outside your organization. You may not use any of the University of California's names or marks in any manner that creates the impression such names or marks belong to or are associated with you or imply any endorsement by the University of California, and you acknowledge that you have no ownership rights in and to any of these names or marks. You will not use the Site, the information contained therein or any of the University's names or marks in unsolicited mailings or spam material. You may not link directly to the COC ("deep link") or bring up or present the COC or other content of this site within another web site ("frame").

Official Correspondence must be sent via postal mail to:

Chief Risk Officer
Office of Risk Services
Office of the President
University of California
1111 Franklin St., 10th Floor
Oakland, CA 94607-5200
510-987-9832
riskmgt@ucop.edu

Please contact the local Risk Manager at the specific University of California location where you are contracting if you have insurance coverage questions:

- Campus Risk Managers Directory
- Hospital Risk Managers Directory

CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 13, 2014

PRODUCER/INSURED

The Regents of the University of California
Office of the President
Office of Risk Services
1111 Franklin St., 10th Floor
Oakland, CA 94607-5200
510-987-9832

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ENTITIES AFFORDING COVERAGE

PARTICIPATION
COMPANY LETTER A The Regents of the University of California 100 %

COVERAGES

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY	Self-Insured	July 1, 2014	June 30, 2015	GENERAL AGGREGATE \$ Not applicable
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 2,500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADV INJURY \$ 2,500,000
	<input type="checkbox"/>				CONTRACTUAL LIABILITY \$ 2,500,000
	<input type="checkbox"/>				EACH OCCURRENCE \$ 2,500,000
A	AUTOMOBILE LIABILITY	Self-Insured	July 1, 2014	June 30, 2015	COMBINED SINGLE LIMIT \$ Not applicable
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON) \$ 2,500,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT) \$ 2,500,000
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$ 2,500,000
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input type="checkbox"/> GARAGE LIABILITY					
A	PROPERTY	Self-Insured	July 1, 2014	June 30, 2015	EACH OCCURRENCE \$ 7,500,000
	<input checked="" type="checkbox"/> FIRE & EXTENDED PERILS				AGGREGATE \$ Not applicable
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured	July 1, 2014	June 30, 2015	STATUTORY LIMITS EACH ACCIDENT \$ As required by California Law DISEASE - POLICY LIMIT \$ As required by California Law DISEASE - EACH EMPLOYEE \$ As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL COVERED PARTY - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE

CERTIFICATE HOLDER
APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

CANCELLATION
SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By: 

CHERYL A. LLOYD, CHIEF RISK OFFICER