

File No. 151042

Committee Item No. 18

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance

Date December 9, 2015

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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Completed by: Victor Young Date December 4, 2015

Completed by: Victor Young Date _____

1 [Contract Amendment - Oakes Children's Center - Behavioral Health Services - Not to Exceed
2 \$13,646,536]

3 **Resolution approving amendment number three to the Department of Public Health**
4 **contract for behavioral health services with Oakes Children's Center to extend the**
5 **contract by two years, from July 1, 2010, through December 31, 2015, to July 1, 2010,**
6 **through December 31, 2017, with a corresponding increase of \$4,370,003 for a total**
7 **amount not to exceed \$13,646,536.**

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

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

14 WHEREAS, In 2010, the Department of Public Health selected Oakes Children's
15 Center through a Request For Proposals process to provide behavioral health services for the
16 period of July 1, 2010, through December 31, 2015; and

17 WHEREAS, The Board of Supervisors approved the original agreement for these
18 services under Resolution No. 563-10; and

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

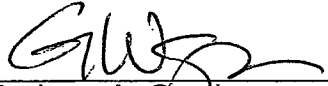
1 WHEREAS, The San Francisco Charter, Section 9.118, requires that contracts entered
2 into by a department or commission having a term in excess of ten years, or requiring
3 anticipated expenditures by the City and County of ten million dollars, to be approved by the
4 Board of Supervisors; and

5 WHEREAS, The Department of Public Health requests approval of an amendment to
6 the Department of Public Health contract for behavioral health services with Oakes Children's
7 Center to extend the contract by two years, from July 1, 2010, through December 31, 2015, to
8 July 1, 2010, through December 31, 2017, with a corresponding increase of \$4,370,003 for a
9 total not-to-exceed amount of \$13,646,536; now, therefore, be it


10 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health
11 and the Director of the Office of Contract Administration/Purchaser, on behalf of the City and
12 County of San Francisco to amend the contract with Oakes Children's Center, extending the
13 term of the contract by two years, through December 31, 2017, and increasing the total, not-
14 to-exceed amount of the contract by \$4,370,003 to \$13,646,536; and, be it

15 FURTHER RESOLVED, That within thirty (30) days of the contract amendment being
16 fully executed by all parties, the Director of Health and/or the Director of the Office of Contract
17 Administration/Purchaser shall provide the final contract amendment to the Clerk of the Board
18 for inclusion into the official file (File No. 151042).

19
20 RECOMMENDED:

21 
22 _____
23 Barbara A. Garcia,
24 Director of Health

APPROVED:

21 
22 _____
23 Mark Morewitz,
24 Health Commission Secretary

Items 15, 17, 18 and 19 Files 15-1029, 15-1041, 15-1042 and 15-1045	Department: Department of Public Health (DPH)
EXECUTIVE SUMMARY	
<p>Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolutions would amend four behavioral health services contracts between DPH and four non-profit organizations to (i) extend the contract terms for two years from December 31, 2015 to December 31, 2017, and (ii) increase the not-to-exceed amount of each contract. <p>Key Points</p> <ul style="list-style-type: none"> • In June 2015, DPH informed the Board of Supervisors of their intention to request two-year contract extensions for their behavioral health services contracts in order to meet the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration waiver regarding Medi-Cal organized drug delivery system. • The extension period would allow DPH to have sufficient time to complete the planning process, issue new RFPs, and award new contracts for behavioral health services. <p>Fiscal Impact</p> <ul style="list-style-type: none"> • The current total not-to-exceed amount of the four contracts is \$38,495,982. DPH is requesting a total increase of \$13,385,008 in these contracts for a total contract not-to-exceed amount of \$51,880,990. • The contract amounts for the two-year extension from January 1, 2016 through December 31, 2017 include contingencies of 12 percent and Cost of Living Adjustments (COLA) approved by the Board of Supervisors for FY 2015-16 and FY 2016-17. • The Budget and Legislative Analyst found the requested increase for each of the four contracts to be reasonable, based on actual and projected contract expenditures. <p>Policy Consideration</p> <ul style="list-style-type: none"> • DPH is now in the process of determining how to best align contracted services with the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration, and plans to issue Requests for Proposals (RFP) in approximately March 2016. DPH considers the two-year contract extension to be necessary in order to prepare multiple RFPs for behavioral health services, stagger the timing of the issuance of these RFPs, and award new contracts, while preventing any break in service delivery. <p>Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolutions. 	

MANDATE STATEMENT

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

BACKGROUND

In 2010, the Department of Public Health (DPH) awarded four behavioral health services contracts to four non-profit organizations including A Better Way, Inc., Larkin Street Youth Services, Oakes Children's Center, and the Regents of the University of California at San Francisco (UCSF), after completing a competitive Request for Proposals (RFP) process. Funding for the four contracts was a combination of (i) City General Funds, (ii) State Realignment and State General Funds, (iii) Federal Medi-Cal and Short Doyle Medi-Cal funds, and (iv) work orders. All four non-profit organizations currently have a contract term of five years and six months from July 1, 2010 through December 31, 2015.¹ These contracts were not subject to Board of Supervisors approval because they were for less than \$10 million and 10 years.

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

DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would amend four behavioral health services contracts between DPH and four non-profit organizations to (i) extend the contract terms for two years from December 31, 2015 to December 31, 2017, and (ii) increase the not-to-exceed amount of each contract as shown in Table 1 below.

The four non-profit organizations include A Better Way, Inc., Larkin Street Youth Services, Oakes Children's Center, and UCSF.

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

¹ DPH made prior amendments to the contract terms and the total not-exceed amounts for A Better Way, Inc. and Oakes Children's Center prior to the proposed resolution.

services with the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration waiver.

FISCAL IMPACT

The current total not-to-exceed amount of the four contracts is \$38,495,982. DPH is requesting a total increase of \$13,385,008 in these contracts for a total contract not-to-exceed amount of \$51,880,990, as shown in the Table 1 below.

Table 1. Current and Proposed Contract Not-to-Exceed Amounts

Contractor	Item No.	Current Not-to Exceed Amount	Requested Increase	Revised Not-to Exceed Amount
A Better Way, Inc.	15-1029	\$9,982,914	\$4,132,394	\$14,115,308
Larkin Street Youth Services	15-1041	9,930,795	1,871,834	11,802,629
Oakes Children's Center	15-1042	9,276,533	4,370,003	13,646,536
The Regents of the University of California at San Francisco (Infant Parent Program)	15-1045	9,305,740	3,010,777	12,316,517
Total		\$38,495,982	\$13,385,008	\$51,880,990

Source: Department of Public Health staff.

The Budget and Legislative Analyst found the requested increase for each of the four contracts to be reasonable, based on actual and projected contract expenditures.

According to Ms. Ruggels, the contract amounts for the two-year extension from January 1, 2016 through December 31, 2017 include contingencies of 12 percent and Cost of Living Adjustments (COLA) approved by the Board of Supervisors for FY 2015-16 and FY 2016-17. Additionally, Oakes Children's Center, which provides therapy on-site to children in San Francisco's public schools, has had its contract increased to meet the increasing number of referrals by the school district. Finally, Larkin Street Youth Services received State Mental Health Services Funding to expand housing services to its clients.

POLICY CONSIDERATION

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

- (a) Complete its planning process to identify any service model changes necessary to better meet the needs of the Department's integrated service delivery system, the San Francisco Health Network, in response to the implementation of the Affordable Care Act;

- (b) Finalize its plan for addressing the new requirements of the State Department of Health Care Services 1115 demonstration waiver (Drug Medi-Cal Organized Delivery System) approved by the State in August 2015, which will require significant changes to the current substance abuse delivery system, including entirely new service models; and
- (c) Prepare multiple RFPs for behavioral health services, stagger the timing of the issuance of these RFPs, and award new contracts, while preventing any break in service delivery.

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

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

RECOMMENDATION

Approve the proposed resolutions.



City and County of San Francisco

San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

October 5, 2015

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

Dear Ms. Calvillo:

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

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

The following is a list of accompanying documents:

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

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

Thank you for your time and consideration.

Sincerely,

Jacquie Hale
Director
DPH Office of Contracts Management and Compliance

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

Amendment Number Three

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

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add Appendices A and B for 2015-16, increase compensation, extend term and update standard contractual clauses; and

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 BPHM11000051 between Contractor and City as amended by the First Amendment dated July 1, 2011 Contract Numbers BPHM11000051 and DPHM12000032, as amended by the Second Amendment dated July 1, 2014 Contract Numbers BPHM11000051 and DPHM15000190 and this Third Amendment.

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

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

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

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

2. **Term of the Agreement.**

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

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

2. Term of the Agreement.

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

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

a. 5. Compensation.

b. 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 **Nine Million Two Hundred Seventy Six Thousand Five Hundred Thirty Three Dollars (\$9,276,533)**. 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.

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

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

5. Compensation.

Compensation shall be made in monthly payments on or before the 30th day of each month for 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 **Thirteen Million Six Hundred Forty Six Thousand Five Hundred Thirty Six Dollars (\$13,646,536)**. 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.

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

c. Section 14 of the agreement reads 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 or any agent or employee of Contractor shall not

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

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

Such section 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.

d. **Section 16 of the Agreement currently reads as follows:**

16. Indemnification

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

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

16. Indemnification.

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

e. Section 20 of the Agreement currently reads as follows:

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

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

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

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

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

20. Default; Remedies.

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

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

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

63. Protected Health Information

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

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors'

relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

f. **Section 49 of the Agreement currently reads as follows:**

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

Such section 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.

g. Appendix A dated 07/01/14 (i.e. July 1, 2014) is hereby replaced in its entirety with Appendix A dated 07/01/15 (i.e. July 1, 2015).

- h. Appendices A-1 to A-3 dated 07/01/15 (i.e. July 1, 2015) are hereby added for 2015-16.**
- i. Appendix B dated 07/01/14 (i.e. July 1, 2014) is hereby replaced in its entirety with Appendix B dated 07/01/15 (i.e. July 1, 2015).**
- j. Appendices B-1 to B-3 dated 07/01/14 (i.e. July 1, 2014) are hereby added for 2015-16.**
- k. Appendix D, Additional Terms to the Original Agreement dated 07/01/10 (i.e. July 1, 2010) is hereby deleted in its entirety and replaced with Appendix D dated 07/01/15 (i.e. July 1, 2015).**
- l. Appendix E, Business Associate Addendum to the Original Agreement dated 07/01/10 (i.e. July 1, 2010) is hereby deleted in its entirety and replaced with Appendix E dated 07/01/15 (i.e. July 1, 2015).**
- m. Appendix F page A dated 07/01/15 (i.e. July 1, 2015) is hereby added for 2015-16.**

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

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

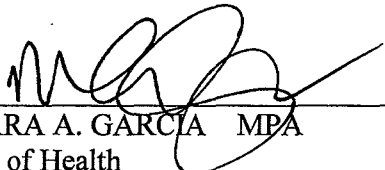
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY


CONTRACTOR

Recommended by:

Oakes Children's Center



BARBARA A. GARCIA MPA
Director of Health




CINDY MYERS
INTERIM EXECUTIVE DIRECTOR
1550 TREAT AVE
SAN FRANCISCO, CA 94110

Approved as to Form:

City vendor number: 13672

DENNIS J. HERRERA
City Attorney

By: 
KATHY MURPHY
Deputy City Attorney

Approved:

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

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

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Andrew Williams, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. CBHS Electronic Health Records System

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

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

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

P Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Community Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

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

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

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

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

Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1: Counseling Enriched Educational Program (CEEP)

Appendix A-2: Partnership Severely Emotionally Disturbed (SED)

Appendix A-3: Outpatient Early Periodic Screening Diagnosis and Treatment (EPSTD)

1. Identifiers:

Program Name: Counseling Enriched Educational Program (CEEP)

Program Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA, 94110

Telephone: (415) 641-8000

FAX: (415) 641-8002

Website Address: www.oakeschildrencenter.org

Contractor Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA, 94110

Person Completing this Narrative: Laurence Brenner, PhD

Telephone: (415) 641-8000 x214

Email Address: laurencebrenner@oakeschildrencenter.org

Program Code(s): 88594

2. Nature of Document:

New Renewal Amendment Three

3. Goal Statement:

To provide counseling enriched educational program serving the mental health needs of this unique population and referring clients to a less restrictive environment.

4. Target Population:

Children 4 to 14 years of age diagnosed with emotional and/or behavioral disturbances referred through San Francisco Unified School District (SFUSD) and Behavioral Health Services (BHS) needing None Public School (NPS) and Intensive Outpatient Services.

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

See Appendix B-1 CRDC Day Counseling Enriched Educational Program

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement as necessary.

Clients are referred through the local school district, and BHS. Parents and agencies such as Health and Human Services (HHS) may contact Oakes and are directed to the proper channels. Oakes works collaboratively with many community agencies.

B. Admission Criteria:

a. Between 4 and 14 years of age.

b. Demonstration of significant behavioral and/or emotional concerns as determined by Oakes treatment team.

Children with additional development delays in the areas of cognitive/language development are also accepted.

c. Parent and/or guardian willing and able to participate in the program.

C. Service Delivery Model:

Oakes'CEEP is aimed at providing intervention and treatment so that youth ages 4-14 may transition to a less restricted school placement and be successful in a more mainstream setting. The program is integrated with the non-public school at Oakes' site, and the school program operates from 8:30-2:10 Monday, Tuesday, Thursday, and Friday and from 8:30-1:10 on Wednesday.

The program offers Assessment, Plan Development, Collateral, Case-Management, Individual and Group Psychotherapy, Individual Rehabilitation, Interventions, Family Psychotherapy and Counseling, and Medication Support Services.

The program is highly individualized and structured in the services of facilitating greater internal impulse control and regulation of affect. Oakes has been increasing integrating evidence based practices into the program, such as the Incredible Years program.

D. Exit Criteria: Staff, family, and professionals involved in the treatment team agree the child is functioning at a level such that placement in a less restrictive setting would further enhance the child's development. Clients may be transitioned

gradually if appropriate. Clients may continue to be seen through Oakes' outpatient program for continued support or be referred for outpatient mental health services.

E. Staffing: Licensed or waived clinicians, unlicensed mental health staff, students/trainees.

7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured are contained in the BHS document entitled BHS Performance Objectives FY 15-16.

8. Continuous Quality Improvement:

New procedures and activities to monitor, enhance and improve the quality of services delivered will be facilitated by the Quality Assurance Coordinator.

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes provides on site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by BHS.

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

9. Required Language:

N/A

1. Identifiers:

Program Name: Partnership Severely Emotionally Disturbed (SED)
Program Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA 94114
Telephone: (415) 641-8000 FAX: (415) 641-8002
Website Address: www.oakeschildrenscenter.org

Contractor Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA 94114
Person Completing this Narrative: Laurence Brenner, Ph.D.
Telephone: (415) 641-8000 x214
Email Address: Laurencebrenner@oakeschildrenscenter.org

Program Code(s): 8859SD

2. Nature of Document:

New Renewal Amendment Three

3. Goal Statement:

Oakes will provide quality mental health services in several San Francisco Unified School District (SFUSD) SED classrooms (now called the Success, Opportunity, Accountability & Resiliency (SOAR) program) to assist the students in those classrooms to meet their educational goals and will provide direct services and consultation to the classroom teacher, the school principal, and to the school as a whole aimed at improving student performance.

4. Target Population:

SED and other children enrolled in the identified classrooms.

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

See Appendix B-2 CRDC Partnership SED

6. Methodology:

- A. Outreach: Partnership classrooms are selected by SFUSD and Behavioral Health Services (BHS). Partnerships complete a yearly memorandum of understanding outlining responsibilities of each party.
- B. Schools must meet the following criteria (SFUSD will be responsible for consultation readiness):
 - a. The principal is committed to accept a mental health component in the school.
 - b. The teachers will accept consultation from the mental health clinicians.
 - c. The teachers will attend required interagency training or planning activities.
 - d. There is space within the school that is appropriate and available on a regular basis for pull-out counseling services.
- C. Admission Criteria: Students in identified classrooms are assessed for need for services, financial and Educationally Related Mental Health Services (ERMHS) status.
- D. Service Delivery Model:
 - a. Mental health services to SED children in the classroom.
 - b. Pull-out individual therapy services
 - c. Group activities
 - d. Consultation to teaching staff and the school principal
 - e. Attendance at IEP meeting when appropriate.
 - f. Oakes is committed to using evidenced based practices and will be implementing Second Step when appropriate.
 - g. Partnerships are 12 hours per week, 8 hours on-site.
- E. Exit Criteria: Students exit program when Individualized Educational Plan (IEP) team agrees goals have been accomplished or student graduates or leaves classroom. Clinician works with team regarding discharge planning and follow-up services.
- F. Staffing: Each partnership is staffed with a licensed or waived clinician (MFT, Social Work, or Psychologist). Supervision of program is provided by a licensed MFT, the Oakes Clinical Director, and a licensed supervising clinician.

G. Indirect services will be provided to students in the identified classroom or as indicated by the school for children not eligible for direct services.

7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured all contained in the BHS document entitled BHS Performance Objectives FY 15-16.

8. Continuous Quality Improvement:

New procedures and activities to monitor, enhance and improve the quality of services delivered will be facilitated by the Quality Assurance Coordinator.

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes Provides on site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by CBHS.

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs and Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

9. Required Language: N/A

1. Identifiers:

Program Name: Outpatient Early Periodic Screening Diagnosis and Treatment (EPSTD)

Program Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA 94110

Telephone: (415) 641-8000

FAX: (415) 641-8002

Website Address: www.oakeschildrencenter.org

Contractor Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA 94110

Person Completing this Narrative: Laurence Brenner, PhD

Telephone: (415) 641-8000 x214

Email Address: laurencebrenner@oakeschildrencenter.org

Program Code(s): 88593

2. Nature of Document:

New Renewal Amendment Three

3. Goal Statement:

The Oakes program seeks to make outpatient mental health services more accessible to San Francisco residents, 21 and younger, by targeting EPSDT eligible residents who are not currently served by the San Francisco community mental health system.

4. Target Population:

All San Francisco residents under the age of 21 who are eligible to receive the full scope of Medi-Cal services and who meet medical necessity criteria, but who are not currently enrolled as clients in San Francisco's outpatient mental health system, are eligible for EPSDT services.

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

See Appendix B-1a CRDC Day Treatment Intensive Services

6. Methodology:

- A. Outreach and Promotion: Clients are referred through Behavioral Health Services (BHS), San Francisco Unified School District (SFUSD), and community access as well as word of mouth for Oakes' outpatient services. Oakes has been providing this service for several years and collaborates with other agencies serving the target population of the Oakes outpatient program.
- B. Admission: Oakes screens clients over the phone and provides an on-site assessment for potential clients to be in a group program and for individual services. Services are provided at the clinic. Group therapy is offered to children demonstrating pervasive development delays and/or need for therapeutic socialization therapy. Each potential member must have achieved adequate developmental milestones such as language acquisition, ability to follow directions and for control of impulses in order to benefit therapeutically from group intervention. Clients may be seen at school sites for individual or group therapy and are referred by the Educationally Related Mental Health Services (ERMHS) unit at BHS or by school personnel.
- C. Service Delivery Model: Individual services are provided at the clinic and at several school sites. Individual and play therapy (for younger clients) will be offered. For those who are eligible under ERMHS the services will be coordinated with the school and the BHS ERMHS unit. Groups will concentrate on socialization, peer relations, near age appropriate behaviors, development of interest, capacity for working together and behaviors that interfere in social relationships. Groups meet once weekly for 60 minutes, and their duration will be time-limited, spanning the regular school year. In cases where there is sound clinical evidence for continuation, a patient may participate again. Parents will be required to be available for a short intake as well as necessary collateral contact. It is anticipated the 5 or 6 groups will serve up to 30 children. Individual clients are generally seen locally during the school year, and there is frequent parent contact.
- D. Exit Criteria: Clients are monitored for progress towards goals. Decisions to terminate treatment are decided by treatment team.

E. Staffing: Licensed or waived clinicians.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY 15-16.

8. Continuous Quality Improvement:

New procedures and activities to monitor, enhance and improve the quality of services delivered will be facilitated by the Quality Assurance Coordinator.

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes provides on-site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by CBHS.

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs and Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

9. Required Language: N/A

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

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.

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

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

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1: Counseling Enriched Educational Program (CEEP)

Appendix B-2: Partnership Severely Emotionally Disturbed (SED)

Appendix B-3: Outpatient Early Periodic Screening Diagnosis and Treatment (EPSDT)

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Thirteen Million Six Hundred Forty Six Thousand Five Hundred Thirty Six Dollars (\$13,646,536) for the period of July 1, 2010 through December 31, 2017.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$468,215** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2010 through December 31, 2010 (BPHM08000036)	\$ 477,974
January 1, 2011 through June 30, 2011	\$ 855,690
July 1, 2011 through June 30, 2012	\$1,533,663
July 1, 2012 through June 30, 2013	\$1,791,679

July 1, 2013 through June 30, 2014	\$1,830,536
July 1, 2014 through June 30, 2015	\$1,857,994
July 1, 2015 through June 30, 2016	\$1,857,994
July 1, 2016 through June 30, 2017	\$1,997,344
July 1, 2017 through December 31, 2017	\$975,447
SubTotal July 1, 2010 through December 31, 2017	13,178,321
Contingency July 1, 2010 through December 31, 2017	\$468,215
Total July 1, 2010 through December 31, 2017	\$13,646,536

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

C. CONTRACTOR further understands that \$477,974 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM08000036 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM08000042 for the Fiscal Year 2010-2011.

D. 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.

E. 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.

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

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

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH): 00349		Renee Koszis 415.641.8000 Ext. 216			Fiscal Year: 15-16	
DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.		Document Date: 7/1/2015			Appendix B, Page 4	
Contract CMS # (CDTA use only): 7208						
Contract Appendix Number:	B-1	B-2	B-3	B-#	B-#	
Appendix A/Program Name:	Counseling Enriched Educational Program	Partnership SED	Outpatient EPSDT			
Provider Number	8859	8859	8859			
Program Code(s)	88594	8859SD	88593			
FUNDING TERM:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	-/- -/-	-/- -/-	TOTAL
FUNDING USES:						
Salaries & Employee Benefits:	864,722	189,572	201,320			1,255,614
Operating Expenses:	299,864	43,149	32,355			375,368
Capital Expenses:						0
Subtotal Direct Expenses:	1,164,586	232,721	233,675	0	0	1,630,982
Indirect Expenses:	160,130	33,151	33,731			227,012
Indirect %:	14%	14%	14%	0%	0%	14%
TOTAL FUNDING USES	1,324,716	265,872	267,406	0	0	1,857,994
					Employee Fringe Benefits %:	23%
CBHS MENTAL HEALTH FUNDING SOURCES:						
MH FED - SDMC Regular FFP (50%)	501,200	86,128	133,703			721,031
MH STATE - PSR EPSDT	401,741	2,400	70,799			474,940
MH STATE - Family Mosaic Capitated Medi-Cal	20,000					20,000
MH STATE - MH Realignment	62,518	91,483	50,000			204,001
MH COUNTY - General Fund	339,257	85,861	12,904			438,022
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,324,716	265,872	267,406	-	-	1,857,994
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	1,324,716	265,872	267,406	0	0	1,857,994
NON-DPH FUNDING SOURCES:						
TOTAL NON-DPH FUNDING SOURCES	0	0	0	0	0	0
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,324,716	265,872	267,406	-	-	1,857,994

FY 15-16 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.					Appendix/Page #: B-1 Page 1	
Provider Name: Oakes Children's Center					Document Date: 7/1/2015	
Provider Number: 8859					Fiscal Year: 15-16	
Program Name:	Counseling Enriched Educational Program	Counseling Enriched Educational Program	Counseling Enriched Educational Program	Counseling Enriched Educational Program		
Program Code (formerly Reporting Unit):	88594	88594	88594	88594		
Mode/SFC (MH) or Modality (SA):	15/10-56	15/01-09	15/60-69	45/10-19		
Service Description:	MH Svcs	Case Mgt Brokerage	Medication Support	MH Promotion	0	TOTAL
FUNDING TERM:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	-	
FUNDING USES						
Salaries & Employee Benefits:	821,929	37,473		5,320		864,722
Operating Expenses:	230,493	15,855	53,516			299,864
Capital Expenses (greater than \$5,000):	0					
Subtotal Direct Expenses:	1,052,422	53,328	53,516	5,320		1,164,586
Indirect Expenses:	144,247	7,171	8,712			160,130
TOTAL FUNDING USES:	1,196,669	60,499	62,228	5,320		1,324,716
CBHS MENTAL HEALTH FUNDING SOURCES	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	444,300	25,786	31,114		501,200
MH STATE - PSR EPSDT	HMHMCP751594	350,763	22,442	28,536		401,741
MH STATE - Family Mosaic Capitated Medi-Cal	HMHMCP8828CH	20,000				20,000
MH STATE - MH Realignment	HMHMCP751594	58,461	1,397		2,660	62,518
MH COUNTY - General Fund	HMHMCP751594	323,145	10,874	2,578	2,660	339,257
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		1,196,669	60,499	62,228	5,320	1,324,716
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		1,196,669	60,499	62,228	5,320	1,324,716
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES						
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,196,669	60,499	62,228	5,320	1,324,716
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:	402,919	30,099	12,964	84		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY):	2.97	2.01	4.80	63.60		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.97	2.01	4.80	63.60		
Published Rate (Medi-Cal Providers Only):	2.97	2.20	5.26	63.60		Total UDC:
Unduplicated Clients (UDC):	45	Included	Included	100		145

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 88594
 Program Name: Counseling Enriched Educational Program
 Document Date: 7/1/15

Appendix/Page #: B-1 page 2

Position Title	TOTAL		General Fund (HMHMCP751594)		Family Mosaic Capitated (HMHMCP8828CH)		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#)	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Assistant	0.20	\$ 6,432	0.20	6,432								
Office Assistant	0.20	\$ 4,992	0.20	4,992								
Accounting Clerk	0.20	\$ 6,544	0.20	6,544								
Rm1 MHRS	1.00	\$ 39,282	1.00	39,282								
Rm2 MHRS	1.00	\$ 37,190	1.00	37,190								
Rm3 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm3 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm4 MHRS	1.00	\$ 37,190	1.00	37,190								
Rm4 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm1 Milieu Counselor	0.50	\$ 18,152	0.50	18,152								
Rm1 Milieu Counselor	0.50	\$ 18,152	0.50	18,152								
Rm2 Milieu Counselor	0.50	\$ 18,054	0.50	18,054								
Rm3 Milieu Counselor	0.50	\$ 19,070	0.50	19,070								
Rm4 Milieu Counselor	0.50	\$ 18,054	0.50	18,054								
Milieu Therapist 1	0.85	\$ 44,605	0.85	44,605								
Milieu Therapist 2	0.85	\$ 45,429	0.85	45,429								
Milieu Therapist 3	0.75	\$ 40,499	0.75	40,499								
Milieu Therapist 4	0.85	\$ 39,021	0.85	39,021								
Quality Assurance Coordinator	1.00	\$ 57,335	1.00	57,335								
Clinical Coordinator	0.72	\$ 60,625	0.72	40,625		20,000						
Training Coordinator	0.70	\$ 29,508	0.70	29,508								
Supervising Milieu Clinician	1.00	\$ 54,515	1.00	54,515								
		\$ -										
		\$ -										
Totals:	15.82	\$ 709,072	15.82	\$689,072		\$20,000						

Employee Fringe Benefits:	22%	\$155,650	23%	\$155,650								
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TOTAL SALARIES & BENEFITS

\$864,722	\$844,722	\$20,000				
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FY 15-16 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 88594
 Program Name: Counseling Enriched Educational Program
 Document Date: 7/1/15

Appendix/Page #: B-1 Page 3

Expenditure Category	TOTAL	General Fund (HMHMCP751594)	Family Mosaic Capitated (HMHMCP8828CH)	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: 14-15	Term: 14-15	Term: 14-15	Term:	Term:	Term:
Occupancy:						
Rent	\$ 60,564	\$ 60,564				
Utilities(telephone, electricity, water, gas)	\$ 10,020	\$ 10,020				
Building Repair/Maintenance	\$ 15,194	\$ 15,194				
Materials & Supplies:						
Office Supplies	\$ 3,700	\$ 3,700				
Printing	\$ 1,200	\$ 1,200				
Program Supplies	\$ 9,400	\$ 9,400				
Computer hardware/software	\$ 5,000	\$ 5,000				
Therapy Assessment Materials	\$ 2,500	\$ 2,500				
General Operating:						
Training/Staff Development	\$ 2,948	\$ 2,948				
Insurance	\$ 7,910	\$ 7,910				
Professional License	\$ 750	\$ 750				
Permits	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 1,500	\$ 1,500				
Staff Travel:						
Local Travel	\$ 400	\$ 400				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 90,370	\$ 90,370				
CONSULTANT/SUBCONTRACTOR (Dr Lisa Scott Lee, provides consulting services for new CEEP model re compliance/chart review, \$185 per hour plus travel)	\$ 4,800	\$ 4,800				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -	\$ -				
Other:						
	\$ -	\$ -				
Client Milieu Food	\$ 41,204	\$ 41,204				
Stipends - Practicum, Post Doc	\$ 32,500	\$ 32,500				
Pre Employment, Fingerprinting TB testing	\$ 1,800	\$ 1,800				
Client Behavior Incentives	\$ 8,104	\$ 8,104				

TOTAL OPERATING EXPENSE

\$299,864

\$299,864

FY 15-16 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.					Appendix/Page #: B-2 Page 1	
Provider Name: Oakes Children's Center					Document Date: 7/1/2015	
Provider Number: 8859					Fiscal Year: 15-16	
Program Name:	Partnership SED	Partnership SED	Partnership SED	Partnership SED		
Program Code (formerly Reporting Unit):	8859SD	8859SD	8859SD	8859SD		
Mode/SFC (MH) or Modality (SA):	15/01-09	15/10-56	15/60-69	45/10-19		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	MH Promotion	0	TOTAL
FUNDING TERM:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	-	
FUNDING USES						
Salaries & Employee Benefits:	2,820	162,045		24,707		189,572
Operating Expenses:		42,079	1,070			43,149
Capital Expenses (greater than \$5,000):						
Subtotal Direct Expenses:	2,820	204,124	1,070	24,707		232,721
Indirect Expenses:		33,151				33,151
TOTAL FUNDING USES:	2,820	237,275	1,070	24,707		265,872
CBHS MENTAL HEALTH FUNDING SOURCES	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	1,410	84,183	535		86,128
MH STATE - PSR EPSDT	HMHMCP751594	0	2,400	0		2,400
MH STATE - MH Realignment	HMHMCP751594	1,410	81,783	535	7,755	91,483
MH COUNTY - General Fund	HMHMCP751594	0	68,909	0	16,952	85,861
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		2,820	237,275	1,070		265,872
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		2,820	237,275	1,070	24,707	265,872
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,820	237,275	1,070	24,707	265,872
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:	1,403	91,612	223	388		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	2.01	2.59	4.80	63.60		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.01	2.59	4.80	63.60		
Published Rate (Medi-Cal Providers Only):	2.20	2.85	5.26	63.60		
Unduplicated Clients (UDC):		43 Included	Included	100		143

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 8859SD
 Program Name: Partnership SED
 Document Date: 7/1/15

Appendix/Page #: B-2 Page 3

Expenditure Category	TOTAL	General Fund (HMMCP751594)	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4
			(Include Funding Source Name and Index Code/Project Detail/CFDA#)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)
	7/1/15 - 6/30/16	7/1/15 - 6/30/16	Term:	Term:	Term:	Term:
Occupancy:						
Rent	\$ 12,908	\$ 12,908				
Utilities(telephone, electricity, water, gas)	\$ 2,583	\$ 2,583				
Materials & Supplies:						
Office Supplies	\$ 1,101	\$ 1,101				
Printing	\$ -	\$ -				
Program Supplies	\$ 1,835	\$ 1,835				
Computer hardware/software	\$ 1,800	\$ 1,800				
General Operating:						
Training/Staff Development	\$ 1,800	\$ 1,800				
Insurance	\$ 1,944	\$ 1,944				
Professional License	\$ -	\$ -				
Permits	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 368	\$ 368				
Staff Travel:						
Local Travel	\$ 500	\$ 500				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 1,070	\$ 1,070				
CONSULTANT/SUBCONTRACTOR - Julie Tapley Provides Supervision of clinical staff each Wednesday in Groups at \$160 per hour and Individual clinical supervision at \$65 per hour (7/1/12 - 6/30/13)	\$ 16,240	\$ 16,240				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -	\$ -				
Other:						
Client Behavior Incentives	\$ 500	\$ 500				
	\$ -	\$ -				
Pre Employment, Fingerprinting TB testing	\$ 500	\$ 500				

TOTAL OPERATING EXPENSE

\$43,149

\$43,149

FY 15-16 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.				Appendix/Page #: B-3 Page 1	
Provider Name: Oakes Children's Center				Document Date: 7/1/2015	
Provider Number: 8859				Fiscal Year: 15-16	
Program Name:	Outpatient EPSDT	Outpatient EPSDT	Outpatient EPSDT		
Program Code (formerly Reporting Unit):	88593	88593	88593		
Mode/SFC (MH) or Modality (SA):	15/01-09	15/10-56	15/60-69		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	0	0
FUNDING TERM:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	-	-
FUNDING USES:					TOTAL
Salaries & Employee Benefits:	1,748	199,572			201,320
Operating Expenses:		31,707	648		32,355
Capital Expenses (greater than \$5,000):					
Subtotal Direct Expenses:	1,748	231,279	648		233,675
Indirect Expenses:		33,731			33,731
TOTAL FUNDING USES:	1,748	265,010	648		267,406
CBHS MENTAL HEALTH FUNDING SOURCES:	Index Code/Project Detail/CFDA#:				
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	874	132,505	324	133,703
MH STATE - PSR EPSDT	HMHMCP751594	693	69,944	162	70,799
MH STATE - MH Realignment	HMHMCP751594		50,000		50,000
MH COUNTY - General Fund	HMHMCP751594	181	12,561	162	12,904
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		1,748	265,010	648	267,406
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		1,748	265,010	648	267,406
NON-DPH FUNDING SOURCES:					
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,748	265,010	648	267,406
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		
DPH Units of Service:	870	102,320	135		
Unit Type:	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	2.01	2.59	4.80		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.01	2.59	4.80		
Published Rate (Medi-Cal Providers Only):	2.20	2.85	5.26		
Unduplicated Clients (UDC):	58	Included	Included		58

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 88593
 Program Name: Outpatient EPSDT
 Document Date: 7/1/15

Appendix/Page #: B-3 Page 3

Expenditure Category	TOTAL	General Fund	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4
		(HMHMCP751594)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)
	7/1/15 - 6/30/16	7/1/15 - 6/30/16	Term:	Term:	Term:	Term:
Occupancy:						
Rent	\$ 15,984	\$ 15,984				
Utilities(telephone, electricity, water, gas)	\$ 2,316	\$ 2,316				
Building Repair/Maintenance	\$ 2,497	\$ 2,497				
Materials & Supplies:						
Office Supplies	\$ 1,168	\$ 1,168				
Printing	\$ -	\$ -				
Program Supplies	\$ 1,400	\$ 1,400				
Computer hardware/software	\$ -	\$ -				
General Operating:						
Training/Staff Development	\$ 1,300	\$ 1,300				
Insurance	\$ 2,405	\$ 2,405				
Professional License	\$ -	\$ -				
Permits	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 457	\$ 457				
Staff Travel:						
Local Travel	\$ 1,500	\$ 1,500				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatric Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 1,128	\$ 1,128				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -	\$ -				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -	\$ -				
Other:						
Client Milieu Food	\$ 1,700	\$ 1,700				
Client Behavior Incentives	\$ 500	\$ 500				
	\$ -	\$ -				
	\$ -	\$ -				
	\$ -	\$ -				
	\$ -	\$ -				

TOTAL OPERATING EXPENSE

\$32,355

\$32,355

**Appendix D
Additional Terms**

• **1. PROTECTED HEALTH INFORMATION AND BAA**

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

The parties acknowledge that CONTRACTOR is one of the following:

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

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

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

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

The Business Associate Agreement is not required.

• **2. THIRD PARTY BENEFICIARIES**

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



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

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

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

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

RECITALS

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

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

1. Definitions.

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



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

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

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

2. Obligations of Business Associate.

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



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

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



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



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

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

3. Termination.

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



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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

Attachments (links)

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



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San Francisco Department of Public Health
Business Associate Agreement

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

**Appendix F
Invoice**

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):
Department of Public Health Community, Mental Health Services 1380 Howard Street San Francisco, CA 94103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

POLICY NUMBER: 2015-1962 . 'O



**Nonprofits' Insurance
Alliance of California**
A HEAD FOR INSURANCE... A HEART FOR NONPROFITS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

Department of Public Health Community, Mental Health Services
1380 Howard Street, San Francisco, CA 94103

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER:

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".



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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2014 in San Francisco, California, by and between **Oakes Children's Center** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew the contract and add Appendices A and B for 2014-15, 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 4150 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 BPHM11000051 between Contractor and City as amended by the First Amendment dated July 1, 2011 BPHM11000051, DPHM12000032 and this Second Amendment.

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

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

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

2. Term of the Agreement.

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2015.

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

2. Term of the Agreement.

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

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 **Seven Million Four Hundred Sixty Eight Thousand, Five Hundred Seven Hundred Thirty Six Dollars (\$7,468,518)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

5. Compensation.

Compensation shall be made in monthly payments on or before the 30th day of each month for 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 **Nine Million Two Hundred Seventy Six Thousand Five Hundred Thirty Three Dollars (\$9,276,533)**. 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 of the Agreement currently reads 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. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to

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

Such section 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. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). 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 15 of the Agreement currently reads as follows:

15. Insurance

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

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement

(5) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

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

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

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

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

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

15. Insurance

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

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

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

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

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

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

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

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are

authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. Reserved

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

e. **Section 32 of the Agreement currently reads as follows:**

32. Earned Income Credit (EIC) Forms.

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

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

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

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

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

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

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

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

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

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

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

f. Section 33 of the Agreement currently reads as follows:

33. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or

otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

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

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

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

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

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE

participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

g. Section 34 of the Agreement currently reads as follows:

34. Nondiscrimination; Penalties

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

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

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

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

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

34. Nondiscrimination; Penalties

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

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

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

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during

which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

h. Section 42 of the Agreement currently reads as follows:

42. Limitations on Contributions

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

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

42. Limitations on Contributions

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

i. Section 43 of the Agreement currently reads as follows:

43. Requiring Minimum Compensation for Covered Employees

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

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

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

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

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

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

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

12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

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

43. Requiring Minimum Compensation for Covered Employees.

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

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

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

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

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

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has

occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

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

j. **Section 44 of the Agreement currently reads as follows:**

44. Requiring Health Benefits for Covered Employees

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

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

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

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach

cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

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

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

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

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

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

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

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

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

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

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

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

44. Requiring Health Benefits for Covered Employees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

k. Section 55 of the Agreement currently reads as follows:

55. Supervision of Minors

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

remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

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

55. Supervision of Minors

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

I. Section 58 of the Agreement currently reads as follows:

58. Graffiti Removal

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

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

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

Section 58. Not Used

m. **Section 59 of the Agreement currently reads as follows:**

59. Food Service Waste Reduction Requirements

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

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

59. Food Service Waste Reduction Requirements

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

n. **Section 63 of the Agreement currently reads as follows:**

63. Additional Terms

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

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

63. Protected Health Information

Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information

given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

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

64. Additional Terms

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

- p. Attached hereto and incorporated into this Amendment are Appendices A, A-1, A2 and A-3 dated 07/01/14 (i.e. July 1, 2014).**
- q. Attached hereto and incorporated into this Amendment are Appendices B, B-1, B-2 and B-3 dated 07/01/14 (i.e. July 1, 2014).**
- r. Appendix E, Business Associate Addendum to the Original Agreement dated 07/01/10 (i.e. July 1, 2010) is hereby deleted in its entirety and replaced with Appendix E dated 07/01/14 (i.e. July 1, 2014)**
- s. Appendix F pages A-1 through A-2, 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

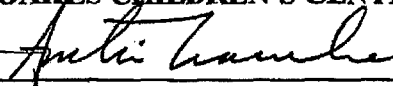
CONTRACTOR

Recommended by:

OAKES CHILDREN'S CENTER



BARBARA A. GARCIA MPA
Director of Health



AUSTIN LAMBE
EXECUTIVE DIRECTOR
1550 TREAT AVE
SAN FRANCISCO, CA 94110

City vendor number: 13672

Approved as to Form:

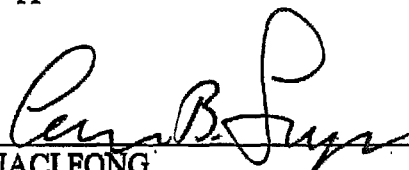
DENNIS J. HERRERA
City Attorney

By:



KATHY MURPHY
Deputy City Attorney

Approved:



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

15 JUN 27 11:4:26

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

1. **Terms**

A. **Contract Administrator:**

In performing the Services hereunder, Contractor shall report to Andrew Williams, Contract Administrator for the City, or his / her designee.

B. **Reports:**

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

C. **Evaluation:**

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

D. **Possession of Licenses/Permits:**

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

E. **Adequate Resources:**

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

F. **Admission Policy:**

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

G. **San Francisco Residents Only:**

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

H. **Grievance Procedure:**

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. CBHS Electronic Health Records System

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

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

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

P Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Community Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

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

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

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

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

Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1: Counseling Enriched Educational Program (CEEP)

Appendix A-2: Partnership Severely Emotionally Disturbed (SED)

Appendix A-3: Outpatient Early Periodic Screening Diagnosis and Treatment (EPSTD)

1. Identifiers:

Program Name: Counseling Enriched Educational Program (CEEP)
Program Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA, 94110
Telephone: (415) 641-8000 FAX: (415) 641-8002
Website Address: www.oakeschildrencenter.org

Contractor Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA, 94110
Person Completing this Narrative: Laurence Brenner, PhD
Telephone: (415) 641-8000 x214
Email Address: laurencebrenner@oakeschildrencenter.org

Program Code(s): 88594

2. Nature of Document:

New Renewal Amendment Two

3. Goal Statement:

To provide counseling enriched educational program serving the mental health needs of this unique population and referring clients to a less restrictive environment.

4. Target Population:

Children 4 to 14 years of age diagnosed with emotional and/or behavioral disturbances referred through San Francisco Unified School District (SFUSD) and Behavioral Health Services (BHS) needing None Public School (NPS) and Intensive Outpatient Services.

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

See Appendix B-1 CRDC Day Counseling Enriched Educational Program

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement as necessary.

Clients are referred through the local school district, and BHS. Parents and agencies such as Health and Human Services (HHS) may contact Oakes and are directed to the proper channels. Oakes works collaboratively with many community agencies.

B. Admission Criteria:

- a. Between 4 and 14 years of age.
- b. Demonstration of significant behavioral and/or emotional concerns as determined by Oakes treatment team. Children with additional development delays in the areas of cognitive/language development are also accepted.
- c. Parent and/or guardian willing and able to participate in the program.

C. Service Delivery Model:

Oakes'CEEP is aimed at providing intervention and treatment so that youth ages 4-14 may transition to a less restricted school placement and be successful in a more mainstream setting. The program is integrated with the non-public school at Oakes' site, and the school program operates from 8:30-2:10 Monday, Tuesday, Thursday, and Friday and from 8:30-1:10 on Wednesday.

The program offers Assessment, Plan Development, Collateral, Case-Management, Individual and Group Psychotherapy, Individual Rehabilitation, Interventions, Family Psychotherapy and Counseling, and Medication Support Services.

The program is highly individualized and structured in the services of facilitating greater internal impulse control and regulation of affect. Oakes has been increasing integrating evidence based practices into the program, such as the Incredible Years program.

D. Exit Criteria: Staff, family, and professionals involved in the treatment team agree the child is functioning at a level such that placement in a less restrictive setting would further enhance the child's development. Clients may be transitioned gradually if appropriate. Clients may continue to be seen through Oakes' outpatient program for continued support or be referred for outpatient mental health services.

E. Staffing: Licensed or waived clinicians, unlicensed mental health staff, students/trainees.

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

New procedures and activities to monitor, enhance and improve the quality of services delivered will be facilitated by the Quality Assurance Coordinator.

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes provides on site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by BHS.

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

9. Required Language:

N/A

1. Identifiers:

Program Name: Partnership Severely Emotionally Disturbed (SED)
Program Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA 94114
Telephone: (415) 641-8000 FAX: (415) 641-8002
Website Address: www.oakeschildrenscenter.org

Contractor Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA 94114
Person Completing this Narrative: Laurence Brenner, Ph.D.
Telephone: (415) 641-8000 x214
Email Address: Laurencebrenner@oakeschildrenscenter.org

Program Code(s): 8859SD

2. Nature of Document:

New Renewal Amendment Two

3. Goal Statement:

Oakes will provide quality mental health services in several San Francisco Unified School District (SFUSD) SED classrooms (now called the Success, Opportunity, Accountability & Resiliency (SOAR) program) to assist the students in those classrooms to meet their educational goals and will provide direct services and consultation to the classroom teacher, the school principal, and to the school as a whole aimed at improving student performance.

4. Target Population:

SED and other children enrolled in the identified classrooms.

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

See Appendix B-2 CRDC Partnership SED

6. Methodology:

- A. Outreach: Partnership classrooms are selected by SFUSD and Behavioral Health Services (BHS). Partnerships complete a yearly memorandum of understanding outlining responsibilities of each party.
- B. Schools must meet the following criteria (SFUSD will be responsible for consultation readiness):
 - a. The principal is committed to accept a mental health component in the school.
 - b. The teachers will accept consultation from the mental health clinicians.
 - c. The teachers will attend required interagency training or planning activities.
 - d. There is space within the school that is appropriate and available on a regular basis for pull-out counseling services.
- C. Admission Criteria: Students in identified classrooms are assessed for need for services, financial and Educationally Related Mental Health Services (ERMHS) status.
- D. Service Delivery Model:
 - a. Mental health services to SED children in the classroom.
 - b. Pull-out individual therapy services
 - c. Group activities
 - d. Consultation to teaching staff and the school principal
 - e. Attendance at IEP meeting when appropriate.
 - f. Oakes is committed to using evidenced based practices and will be implementing Second Step when appropriate.
 - g. Partnerships are 12 hours per week, 8 hours on-site.
- E. Exit Criteria: Students exit program when Individualized Educational Plan (IEP) team agrees goals have been accomplished or student graduates or leaves classroom. Clinician works with team regarding discharge planning and follow-up services.
- F. Staffing: Each partnership is staffed with a licensed or waived clinician (MFT, Social Work, or Psychologist). Supervision of program is provided by a licensed MFT, the Oakes Clinical Director, and a licensed supervising clinician.

G. Indirect services will be provided to students in the identified classroom or as indicated by the school for children not eligible for direct services.

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

New procedures and activities to monitor, enhance and improve the quality of services delivered will be facilitated by the Quality Assurance Coordinator.

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes Provides on site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by CBHS.

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs and Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

9. Required Language: N/A

1. Identifiers:

Program Name: Outpatient Early Periodic Screening Diagnosis and Treatment (EPSTD)
Program Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA 94110
Telephone: (415) 641-8000 FAX: (415) 641-8002
Website Address: www.oakeschildrencenter.org

Contractor Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA 94110
Person Completing this Narrative: Laurence Brenner, PhD
Telephone: (415) 641-8000 x214
Email Address: laurencebrenner@oakeschildrencenter.org

Program Code(s): 88593

2. Nature of Document:

New Renewal Amendment Two

3. Goal Statement:

The Oakes program seeks to make outpatient mental health services more accessible to San Francisco residents, 21 and younger, by targeting EPSDT eligible residents who are not currently served by the San Francisco community mental health system.

4. Target Population:

All San Francisco residents under the age of 21 who are eligible to receive the full scope of Medi-Cal services and who meet medical necessity criteria, but who are not currently enrolled as clients in San Francisco's outpatient mental health system, are eligible for EPSDT services.

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

See Appendix B-1a CRDC Day Treatment Intensive Services

6. Methodology:

- A. **Outreach and Promotion:** Clients are referred through Behavioral Health Services (BHS), San Francisco Unified School District (SFUSD), and community access as well as word of mouth for Oakes' outpatient services. Oakes has been providing this service for several years and collaborates with other agencies serving the target population of the Oakes outpatient program.
- B. **Admission:** Oakes screens clients over the phone and provides an on-site assessment for potential clients to be in a group program and for individual services. Services are provided at the clinic. Group therapy is offered to children demonstrating pervasive development delays and/or need for therapeutic socialization therapy. Each potential member must have achieved adequate developmental milestones such as language acquisition, ability to follow directions and for control of impulses in order to benefit therapeutically from group intervention. Clients may be seen at school sites for individual or group therapy and are referred by the Educationally Related Mental Health Services (ERMHS) unit at BHS or by school personnel.
- C. **Service Delivery Model:** Individual services are provided at the clinic and at several school sites. Individual and play therapy (for younger clients) will be offered. For those who are eligible under ERMHS the services will be coordinated with the school and the BHS ERMHS unit. Groups will concentrate on socialization, peer relations, near age appropriate behaviors, development of interest, capacity for working together and behaviors that interfere in social relationships. Groups meet once weekly for 60 minutes, and their duration will be time-limited, spanning the regular school year. In cases where there is sound clinical evidence for continuation, a patient may participate again. Parents will be required to be available for a short intake as well as necessary collateral contact. It is anticipated the 5 or 6 groups will serve up to 30 children. Individual clients are generally seen locally during the school year, and there is frequent parent contact.
- D. **Exit Criteria:** Clients are monitored for progress towards goals. Decisions to terminate treatment are decided by treatment team.
- E. **Staffing:** Licensed or waived clinicians.

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

New procedures and activities to monitor, enhance and improve the quality of services delivered will be facilitated by the Quality Assurance Coordinator.

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes provides on-site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by CBHS.

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs and Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

9. Required Language: N/A

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

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.

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1: Counseling Enriched Educational Program (CEEP)

Appendix B-2: Partnership Severely Emotionally Disturbed (SED)

Appendix B-3: Outpatient Early Periodic Screening Diagnosis and Treatment (EPSTD)

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Two Hundred Seventy Six Thousand Five Hundred Thirty Three Dollars (\$9,276,533)** for the period of **July 1, 2010 through June 30, 2015**.

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

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

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

July 1, 2010 through December 31, 2010 (BPHM08000036)	\$ 477,974
January 1, 2011 through June 30, 2011	\$ 855,690
July 1, 2011 through June 30, 2012	\$1,533,663
July 1, 2012 through June 30, 2013	\$1,791,679
July 1, 2013 through June 30, 2014	\$1,830,536
July 1, 2014 through June 30, 2015	\$1,857,994
July 1, 2015 through December 31, 2015	\$928,997

Contingency	\$ 0.00
Total July 1, 2010 through June 30, 2015	\$9,276,533

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

C. CONTRACTOR further understands that \$477,974 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM08000036 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM08000042 for the Fiscal Year 2010-2011.

D. 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.

E. 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.

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

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

FY 13-14 CBHS BUDGET DOCUMENTS

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH): 00349		Renee Koszic 415.641.8000 Ext. 216			Fiscal Year: 14-15	
DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.		Document Date: 8/22/2014			Appendix B Page 4	
Contract CMS # (CDTA use only): 7208						
Contract Appendix Number:	B-1	B-2	B-3	B-#	B-#	
Appendix A/Program Name:	Counseling Enriched Educational Program	Partnership SED	Outpatient EPSDT			
Provider Number:	8859	8859	8859			
Program Code(s):	88594	8859SD	88593			
FUNDING TERM:	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15	+- +-	+- +-	TOTAL
FUNDING USES						
Salaries & Employee Benefits:	864,722	189,572	201,320			1,255,614
Operating Expenses:	299,864	43,149	32,355			375,368
Capital Expenses:						0
Subtotal Direct Expenses:	1,164,586	232,721	233,675	0	0	1,630,982
Indirect Expenses:	160,129	33,151	33,731			227,011
Indirect %:	14%	14%	14%	0%	0%	14%
TOTAL FUNDING USES	1,324,716	265,872	267,406	0	0	1,857,994
					Employee Fringe Benefits %:	23%
CBHS MENTAL HEALTH FUNDING SOURCES						
MH FED - SDMC Regular FFP (50%)	501,200	86,128	133,703			721,031
MH STATE - PSR EPSDT	401,741	2,400	70,799			474,940
MH STATE - Family Mosaic Capitated Medi-Cal	20,000					20,000
MH STATE - MH Realignment	62,518	91,483	50,000			204,001
MH COUNTY - General Fund	339,257	85,861	12,904			438,022
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,324,716	265,872	267,406			1,857,994
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	1,324,716	265,872	267,406	0	0	1,857,994
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES	0	0	0	0	0	0
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,324,716	265,872	267,406	-	-	1,857,994

FY 13-14 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.					Appendix Page #: B-1 Page 1	
Provider Name: Oakes Children's Center					Document Date: 7/1/2014	
Provider Number: 8859					Fiscal Year: 14-15	
Program Name:	Counseling Enriched Educational Program	Counseling Enriched Educational Program	Counseling Enriched Educational Program	Counseling Enriched Educational Program		
Program Code (formerly Reporting Unit):	88594	88594	88594	88594		
Mode/SFC (MF) or Modality (SA):	15/10-56	15/01-09	15/60-69	45/10-19		
Service Description:	MH Svcs	Case Mgt Brokerage	Medication Support	MH Promotion	0	TOTAL
FUNDING TERM:	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15		
Salaries & Employee Benefits:	821,929	37,473		5,320		864,722
Operating Expenses:	230,493	15,855	53,516			299,864
Capital Expenses (greater than \$5,000):	0					
Subtotal Direct Expenses:	1,062,422	53,328	53,516	5,320		1,184,586
Indirect Expenses:	144,248	7,171	8,712			160,129
TOTAL FUNDING USES:	1,196,669	60,499	62,228	5,320		1,324,716
Index Code/Project Detail/CFDA#:						
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	444,300	25,788	31,114		501,200
MH STATE - PSR EPSDT	HMHMCP751594	350,783	22,442	28,538		401,741
MH STATE - Family Mosaic Capitated Medi-Cal	HMHMCP8828CH	20,000				20,000
MH STATE - MH Realignment	HMHMCP751594	58,461	1,397		2,660	62,518
MH COUNTY - General Fund	HMHMCP751594	323,145	10,874	2,578	2,680	339,257
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES:		1,196,669	60,499	62,228	5,320	1,324,716
Index Code/Project Detail/CFDA#:						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
Index Code/Project Detail/CFDA#:						
TOTAL OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES:						
TOTAL DPH FUNDING SOURCES:		1,196,669	60,499	62,228	5,320	1,324,716
TOTAL NON-DPH FUNDING SOURCES:						
TOTAL FUNDING SOURCES (DPH AND NON-DPH):		1,196,669	60,499	62,228	5,320	1,324,716
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:	451,573	30,099	12,964	84		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	2.65	2.01	4.80	63.60		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	2.65	2.01	4.80	63.60		
Published Rate (Medi-Cal Providers Only):	2.85	2.20	5.28	63.60		Total UDC:
Unduplicated Clients (UDC):	45	Included	Included	100		145

FY 13-14 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 88594

Appendix/Page #: B-1 page 2

Program Name: Counseling Enriched Educational Program

Document Date: 7/1/14

Position Title	TOTAL		General Fund (HMHMCP751584)		Family Mosaic Capitated (HMHMCP8828CH)		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: 7/1/14 - 6/30/15		Term: 7/1/14 - 6/30/15		Term: 7/1/14 - 6/30/15		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Assistant	0.20	\$ 6,432	0.20	6,432								
Office Assistant	0.20	\$ 4,992	0.20	4,992								
Accounting Clerk	0.20	\$ 6,544	0.20	6,544								
Rm1 MHRS	1.00	\$ 39,282	1.00	39,282								
Rm2 MHRS	1.00	\$ 37,190	1.00	37,190								
Rm3 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm3 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm4 MHRS	1.00	\$ 37,190	1.00	37,190								
Rm4 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm1 Milieu Counselor	0.50	\$ 18,152	0.50	18,152								
Rm1 Milieu Counselor	0.50	\$ 18,152	0.50	18,152								
Rm2 Milieu Counselor	0.50	\$ 18,054	0.50	18,054								
Rm3 Milieu Counselor	0.50	\$ 19,070	0.50	19,070								
Rm4 Milieu Counselor	0.50	\$ 18,054	0.50	18,054								
Milieu Therapist 1	0.85	\$ 44,605	0.85	44,605								
Milieu Therapist 2	0.85	\$ 45,429	0.85	45,429								
Milieu Therapist 3	0.75	\$ 40,499	0.75	40,499								
Milieu Therapist 4	0.85	\$ 39,021	0.85	39,021								
Quality Assurance Coordinator	1.00	\$ 57,335	1.00	57,335								
Clinical Coordinator	0.72	\$ 60,625	0.72	40,625			20,000					
Training Coordinator	0.70	\$ 29,508	0.70	29,508								
Supervising Milieu Clinician	1.00	\$ 54,515	1.00	54,515								
		\$ -										
		\$ -										
Totals:	15.82	\$ 709,072	15.82	\$889,072			\$20,000					

Employee Fringe Benefits:	22%	\$155,650	23%	\$155,650								
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TOTAL SALARIES & BENEFITS		\$864,722		\$844,722		\$20,000						
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FY 13-14 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 88594
 Program Name: Counseling Enriched Educational Program
 Document Date: 7/1/14

Appendix/Page #: B-1 Page 3

Expenditure Category	TOTAL	General Fund (HMHMCP751584)	Family Mosaic Capitated (HMHMCP8828CH)	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: 14-15	Term: 14-15	Term: 14-15	Term:	Term:	Term:
Occupancy:						
Rent	\$ 60,584	\$ 60,584				
Utilities(telephone, electricity, water, gas)	\$ 10,020	\$ 10,020				
Building Repair/Maintenance	\$ 15,194	\$ 15,194				
Materials & Supplies:						
Office Supplies	\$ 3,700	\$ 3,700				
Printing	\$ 1,200	\$ 1,200				
Program Supplies	\$ 9,400	\$ 9,400				
Computer hardware/software	\$ 5,000	\$ 5,000				
Therapy Assessment Materials	\$ 2,500	\$ 2,500				
General Operating:						
Training/Staff Development	\$ 2,948	\$ 2,948				
Insurance	\$ 7,910	\$ 7,910				
Professional License	\$ 750	\$ 750				
Permits	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 1,500	\$ 1,500				
Staff Travel:						
Local Travel	\$ 400	\$ 400				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 90,370	\$ 90,370				
CONSULTANT/SUBCONTRACTOR (Dr Lisa Scott Lea, provides consulting services for new CEEP model re compliance/chart review, \$185 per hour plus travel)	\$ 4,800	\$ 4,800				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -	\$ -				
Other:						
	\$ -	\$ -				
Client Milieu Food	\$ 41,204	\$ 41,204				
Stipends - Practicum, Post Doc	\$ 32,500	\$ 32,500				
Pre Employment, Fingerprinting TB testing	\$ 1,800	\$ 1,800				
Client Behavior Incentives	\$ 8,104	\$ 8,104				

TOTAL OPERATING EXPENSE

\$299,864

\$299,864

FY 13-14 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.					Appendix/Page #: B-2 Page 1	
Provider Name: Oakes Children's Center					Document Date: 7/1/2014	
Provider Number: 8859					Fiscal Year: 14-15	
Program Name:	Partnership SED	Partnership SED	Partnership SED	Partnership SED		
Program Code (formerly Reporting Unit):	8859SD	8859SD	8859SD	8859SD		
Mode/SFC (MH) or Modality (SA):	15/01-09	15/10-58	15/60-99	45/10-19		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	MH Promotion	0	TOTAL
FUNDING TERM:	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15		
FUNDING USES						
Salaries & Employee Benefits:	2,820	162,045		24,707		189,572
Operating Expenses:		42,079	1,070			43,149
Capital Expenses (greater than \$5,000):						
Subtotal Direct Expenses:	2,820	204,124	1,070	24,707		232,721
Indirect Expenses:		33,151				33,151
TOTAL FUNDING USES:	2,820	237,275	1,070	24,707		285,872
CBHS MENTAL HEALTH FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
MH FED - SQMC Regular FFP (50%)	HMHMCP751594	1,410	84,183	535		86,128
MH STATE - PSR EPSDT	HMHMCP751594	0	2,400	0		2,400
MH STATE - MH Realignment	HMHMCP751594	1,410	81,783	535	7,755	91,483
MH COUNTY - General Fund	HMHMCP751594	0	68,909	0	16,952	85,861
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		2,820	237,275	1,070	24,707	285,872
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		2,820	237,275	1,070	24,707	285,872
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,820	237,275	1,070	24,707	285,872
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:	1,403	91,612	223	388		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	2.01	2.59	4.80	63.60		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.01	2.59	4.80	63.60		
Published Rate (Medi-Cal Providers Only):	2.20	2.85	5.28	63.60		
Unduplicated Clients (UDC):	43	Included	Included	100		Total UDC: 143

FY 13-14 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 8859SD
 Program Name: Partnership SED
 Document Date: 7/1/14

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Expenditure Category	TOTAL	General Fund (HMHMCP751594)	Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	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: 14-15	Term: 14-15	Term:	Term:	Term:	Term:
Occupancy:						
Rent	\$ 12,908	\$ 12,908				
Utilities (telephone, electricity, water, gas)	\$ 2,583	\$ 2,583				
Materials & Supplies:						
Office Supplies	\$ 1,101	\$ 1,101				
Printing	\$ -	\$ -				
Program Supplies	\$ 1,835	\$ 1,835				
Computer hardware/software	\$ 1,800	\$ 1,800				
General Operating:						
Training/Staff Development	\$ 1,800	\$ 1,800				
Insurance	\$ 1,944	\$ 1,944				
Professional License	\$ -	\$ -				
Permits	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 368	\$ 368				
Staff Travel:						
Local Travel	\$ 500	\$ 500				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 1,070	\$ 1,070				
CONSULTANT/SUBCONTRACTOR - Julie Tapley Provides Supervision of clinical staff each Wednesday in Groups at \$180 per hour and individual clinical supervision at \$85 per hour (7/1/12 - 6/30/13)	\$ 16,240	\$ 16,240				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Date, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -	\$ -				
Other:						
Client Behavior Incentives	\$ 500	\$ 500				
	\$ -	\$ -				
Pre Employment, Fingerprinting TB testing	\$ 500	\$ 500				

TOTAL OPERATING EXPENSE

\$43,149 \$43,149

FY 13-14 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.				Appendix/Page #: B-3 Page 1	
Provider Name: Oakes Children's Center				Document Date: 7/1/2014	
Provider Number: 8859				Fiscal Year: 14-15	
Program Name:	Outpatient EPSDT	Outpatient EPSDT	Outpatient EPSDT		
Program Code (formerly Reporting Unit):	88593	88593	88593		
Mode/SFC (MH) or Modality (SA):	15/01-09	15/10-56	15/60-69		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	0	0
FUNDING TERM:	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15		TOTAL
FUNDING USES					
Salaries & Employee Benefits:	1,748	199,572			201,320
Operating Expenses:		31,707	648		32,355
Capital Expenses (greater than \$5,000):					
Subtotal Direct Expenses:	1,748	231,279	648		233,675
Indirect Expenses:		33,731			33,731
TOTAL FUNDING USES:	1,748	265,010	648		267,406
CBHS MENTAL HEALTH FUNDING SOURCES	Index Code/Project Detail/CFDA#:				
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	874	192,505	324	133,709
MH STATE - PSR EPSDT	HMHMCP751594	693	69,944	162	70,798
MH STATE - MH Realignment	HMHMCP751594		50,000		50,000
MH COUNTY - General Fund	HMHMCP751594	181	12,561	162	12,904
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		1,748	265,010	648	267,406
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		1,748	265,010	648	267,406
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,748	265,010	648	267,406
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		
DPH Units of Service:	870	102,320	135		
Unit Type:	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	2.01	2.59	4.80		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.01	2.59	4.80		
Published Rate (Medi-Cal Providers Only):	2.20	2.85	5.26		
Unduplicated Clients (UDC):	58	Included	Included		58

FY 13-14 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 88593
 Program Name: Outpatient EPSDT
 Document Date: 7/1/14

Appendix/Page #: B-3 Page 3

Expenditure Category	TOTAL	General Fund (HMMCP751594)	Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	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: 14-15	Term: 14-15	Term:	Term:	Term:	Term:
Occupancy:						
Rent	\$ 15,984	\$ 15,984				
Utilities(telephone, electricity, water, gas)	\$ 2,316	\$ 2,316				
Building Repair/Maintenance	\$ 2,497	\$ 2,497				
Materials & Supplies:						
Office Supplies	\$ 1,168	\$ 1,168				
Printing	\$ -	\$ -				
Program Supplies	\$ 1,400	\$ 1,400				
Computer hardware/software	\$ -	\$ -				
General Operating:						
Training/Staff Development	\$ 1,300	\$ 1,300				
Insurance	\$ 2,405	\$ 2,405				
Professional License	\$ -	\$ -				
Permits	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 457	\$ 457				
Staff Travel:						
Local Travel	\$ 1,500	\$ 1,500				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 1,128	1,128				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -					
Other:						
Client Milieu Food	\$ 1,700	\$ 1,700				
Client Behavior Incentives	\$ 500	\$ 500				
	\$ -					
	\$ -					
	\$ -					
	\$ -					

TOTAL OPERATING EXPENSE

\$32,355

\$32,355

Appendix E

BUSINESS ASSOCIATE ADDENDUM

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

RECITALS

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- h. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the part, present or future physical or mental

condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

- l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
 - m. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
 - n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - o. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. m. of the Addendum, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
 - c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however,

this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six(6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five(5) calendar days.
- g. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- h. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

- i. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
 - j. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual who unsecured Protected Information has been, or is reasonably believed by the business associate to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. (This provision should be negotiated.) [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
 - k. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
3. **Termination**
- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
 - b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
 - c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Addendum to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in

writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Disclaimer

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties

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

**Appendix F
Invoice**

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

Appendix F
PAGE A-1

Control Number

Contractor: **Oakes Children's Center**

Address: 1550 Treat Ave., San Francisco, CA 94110

Tel No.: (415)641-8000
Fax No.: (415)641-8002

Funding Term: 07/01/2014 - 06/30/2015

PHP Division: Community Behavioral Health Services

INVOICE NUMBER :	M03 JL 14
CL/Blanket No.: BPHM	TBD
CL PO No.: POHM	TBD
Fund Source:	GF, SDMC Reg FFP, PSR EPSDT, Realignment
Invoice Period :	July 2014
Final Invoice:	(Check if Yes)
ACE Control Number:	

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

DELIVERABLES Program Name/Req. Unit Modality/Mode # - Svc. Finc. (set only)	Total Contracted		Delivered THIS PERIOD		Unit	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 Counseling Enriched Educational Program PC# - 8858												
15/10-86 MH Svcs	444,026				\$ 2.65	\$ -	0.000		0.00%		444,026.000	\$ 1,176,866.80
15/01-09 Case Mgt Brokerage	30,095				\$ 2.01	\$ -	0.000		0.00%		30,095.000	60,498.99
15/60-69 Medication Support	12,964				\$ 4.80	\$ -	0.000		0.00%		12,964.000	62,227.20
45/10-19 MH Promotion	84				\$ 63.60	\$ -	0.000		0.00%		84.000	5,342.40
B-2 Partnership SED PC# - 8859SD												\$ 1,304,737.49
15/01-09 Case Mgt Brokerage	1,403				\$ 2.01	\$ -	0.000		0.00%		1,403.000	2,820.03
15/10-86 MH Svcs	81,612				\$ 2.59	\$ -	0.000		0.00%		81,612.000	237,276.08
15/60-69 Medication Support	223				\$ 4.80	\$ -	0.000		0.00%		223.000	1,070.40
45/10-19 MH Promotion	388				\$ 63.60	\$ -	0.000		0.00%		388.000	24,676.80
B-3 Outpatient EPSDT PC# - 88593												265,842.31
15/01-09 Case Mgt Brokerage	670				\$ 2.01	\$ -	0.000		0.00%		670.000	1,748.70
15/10-86 MH Svcs	102,320				\$ 2.59	\$ -	0.000		0.00%		102,320.000	265,008.80
15/60-69 Medication Support	135				\$ 4.80	\$ -	0.000		0.00%		135.000	648.00
TOTAL	684,124		0.000				0.000		0.00%		684,124.000	\$ 1,837,985.30

Budget Amount	\$ 1,837,994.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Balance	\$ 1,837,994.00
SUBTOTAL AMOUNT DUE	\$ -	NOTES:					
Less: Initial Payment Recovery	\$ -						
(for DPH Use) Other Adjustments	\$ -						
NET REIMBURSEMENT	\$ -						

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

Signature: _____ Date: _____

Title: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A-2

Control Number

Contractor : Oakes Children's Center
Address : 1550 Treat Ave., San Francisco, CA 94110
Tel No.: (415)641-8000
Fax No.: (415)641-8002
Funding Term: 07/01/2014 - 06/30/2015
PHP Division: Community Behavioral Health Services

INVOICE NUMBER : M04 JL 14
Cl.Blanket No.: BPHM TBD
Cl. PQ No.: POHM TBD
Fund Source: Family Mosaic - Capitated Medi-Cal
Invoice Period : July 2014
Final Invoice: _____ (Check if Yes)
ACE Control Number: _____

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 Counseling Enriched Educational Program PC# - 88594	7,547		0.000		\$ 2.65	\$ -	0.000		0.00%		7,547.000	
15/ 10 - 56 MH Svcs												
TOTAL	7,547		0.000				0.000		0.00%		7,547.000	

\$ 19,989.55

Budget Amount	\$ 20,000.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Balance	\$ 20,000.00
SUBTOTAL AMOUNT DUE		\$ -		NOTES:			
Less: Initial Payment Recovery							
(For DPH Use) Other Adjustments							
NET REIMBURSEMENT		\$ -					

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

Signature: _____ Date: _____
Title: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2015

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

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

PRODUCER Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Daniel J. Costello	Phone: 415-493-2500 Fax: 415-493-2505	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Nonprofits' Insurance Alliance INSURER B: North American Elite INSURER C: Federal Insurance Company INSURER D: State Compensation Ins. Fund INSURER E: INSURER F:
INSURED Oakes Children's Center, Inc. 1550 Treat Avenue San Francisco, CA 94110		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		2014-19626-NPO	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex Abuse \$1M/\$1M <input checked="" type="checkbox"/> PROF LIAB \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ INCLUDED
A	AUTOMOBILE LIABILITY	X		2014-19626-NPO	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB	X		2014-19626-UMB-NPO	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		9106127-14	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property Section			CWB0006425-08 -19626	06/01/2014	06/01/2015	BPP 184,720
C	Crime			8222-5117	06/01/2014	06/01/2015	Emp Dis 450,000

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

The City and County of San Francisco, its agents, officers and employees are added as additional insureds, but only as respects liability and auto operations of the named insured per attached forms CG2026 07/04, NIAC-A1 (3/91) and CG0001. Insurance is Primary. This certificate replaces the previously issued certificate

CERTIFICATE HOLDER

CANCELLATION

DEPTOFF

Department of Public Health
 Community, Mental Health
 Services
 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

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):
Department of Public Health Community Mental Health Services 1380 Howard Street San Francisco, CA 94103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

POLICY NUMBER:

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance ←

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section 1 – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

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


COMPANY: Nonprofits Insurance Alliance of California (19626)
POLICY NUMBER: 2014-19626-NPO
NAMED INSURED: Oakes Children's Center, Inc. (The)
POLICY CHANGE EFFECTIVE: 01/29/2015
COVERAGE PART AFFECTED: BUSINESS AUTO
POLICY CHANGE#: 2 Page 1

The following additional insured(s)/loss payee(s) is/are hereby added to read:

Veh #	VIN #	Additional Insured - NIAC-A1
ALL		Department Of Public Health Community, Mental Health Services 1380 Howard St. San Francisco, CA 94103

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$0
RETURN PREMIUM:	\$0
TOTAL PREMIUM:	\$0



AUTHORIZED SIGNATURE

02/04/2015

(02245)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

ENDORSEMENT AGREEMENT
Waiver of Subrogation



REP 31
9106127-14
NEW
NF
1-36-56-79
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE FEBRUARY 19, 2015 AT 12.01 A.M.
AND EXPIRING JULY 1, 2015 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

OAKES CHILDREN CENTER

1550 TREAT AVE
SAN FRANCISCO, CA 94110

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY AND COUNTY OF SAN FRANCISCO, CMS#699

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

OAKES CHILDREN CENTER

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 23, 2015

2570


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2011, in San Francisco, California, by and between **Oakes Children's Center** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase contract amount, extend contract term, update Appendix A (Community Behavioral Health Services), and add Appendix J (Declaration of Compliance);

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4150-09/10 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 BPHM11000051, between Contractor and City, as amended by the:

First 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 2. of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from July 1, 2010 through December 31, 2011.

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

3. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from July 1, 2010 through June 30, 2015.

2a. Section 5. 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 Two Million Two

Hundred Forty Thousand Five Hundred Fifty Five Dollars (\$2,240,555). 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 Seven Million Four Hundred Sixty Eight Thousand Five Hundred Eighteen Dollars (\$7,468,518). 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 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.

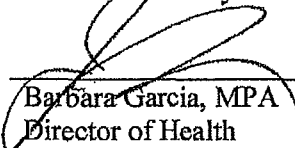
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Oaks Children's Center, Inc.


Barbara Garcia, MPA
Director of Health

10-4-11
Date

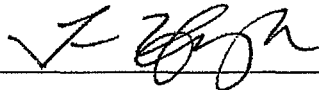
Approved as to Form:

Dennis J. Herrera
City Attorney

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

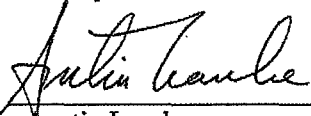
I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By:



10/12/11
Date

Terence Howzell, Deputy
City Attorney



9/29/2011
Date

Austin Lambe
Executive Director
1550 Treat Avenue
San Francisco, CA 94110

Approved:



11/14/11
Date

Naomi Kelly
Director of the Office of
Contract Administration and
Purchaser

City vendor number: 13672

Appendices

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

11/01/11 AM 5:12
RECEIVED

RECEIVED
PURCHASING DEPARTMENT
11 OCT 27 PM 2:45

RECEIVED
PURCHASING DEPARTMENT
11 OCT 18 PM 2:23

Appendix A
Services to be provided by Contractor

I. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Andrew Williams III**, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

L. CBHS Electronic Health Records System

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

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

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

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

P. Working Trial Balance with Year-End Cost Report

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

Q. Harm Reduction

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

R. Compliance with Community Behavioral Health Services Policies and Procedures

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

S. Fire Clearance

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

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

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

In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTRACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client. CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 Day Treatment

Appendix A-2 School/Mental health Partnership

Appendix A-3 EPSDT program

Appendix A-4 Day Treatment Supplemental Services

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1 Day Treatment

Appendix B-2 School/Mental health Partnership

Appendix B-3 EPSDT Program

Appendix B-4 Day Treatment Supplemental Services

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Seven Million Four Hundred Sixty Eight Thousand Five Hundred Eighteen Dollars (\$7,468,518) for the period of July 1, 2010 through June 30, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, \$800,198 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2010 through December 31, 2010 (Encumbered under BPHM08000036)	\$477,974	Total: FY10/11 Amount
January 1, 2011 through June 30, 2011	\$855,690	\$1,333,664
July 1, 2011 through June 30, 2012	\$1,333,664	
July 1, 2012 through June 30, 2013	\$1,333,664	
July 1, 2013 through June 30, 2014	\$1,333,664	
July 1, 2014 through June 30, 2015	\$1,333,664	
July 1, 2010 through June 30, 2015	G. Total	\$6,668,320

(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, \$477,974 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BBPHM08000036 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM08000036 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 J

THE DECLARATION OF COMPLIANCE

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





CERTIFICATE OF LIABILITY INSURANCE

OP ID: CS

DATE (MM/DD/YYYY)

09/07/11

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 Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Daniel J. Costello	415-493-2500 415-493-2505	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: OAKES-1	FAX (A/C, No):
INSURED Oakes Children's Center, Inc. 1550 Treat Avenue San Francisco, CA 94110	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: NIAC	
		INSURER B: Federal Insurance Company	
		INSURER C: Cypress Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEX ABUSE \$1M/\$1M <input checked="" type="checkbox"/> PROF LIAB \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	2011-19626-NPO	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ INCLUDED
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	2011-19626-NPO	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	2011-19626-UMB-NPO	06/01/11	06/01/12	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 3300057151-111	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Crime		8222-5117	08/05/11	08/05/12	EE Dishon 350,000 Ded. 5,000

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

*10 day notice of cancellation will be given for non-payment of premium.
The City and County of San Francisco, its agents, officers and employees are added as additional insureds as respects liability and auto liability but only with respect to the operations of the named insured per attached forms CG20260704. Insurance is Primary. Org Issue date 6/17/11

CERTIFICATE HOLDER	CANCELLATION
DEPTOFF Department of Public Health Community, Mental Health Services - Ada Ling 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

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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)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>The City and County of San Francisco, its agents, officers and employees, Department of Public Health Community, Mental Health Services Attn: Ada Ling 1380 Howard Street San Francisco, CA 94103</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

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

Agreement between the City and County of San Francisco and
Oakes Children's Center

This Agreement is made this 1st day of July, 2010, in the City and County of San Francisco, State of California, by and between: Oakes Children's Center, 1550 Treat Avenue, San Francisco, California 94110, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Public Health, Population Health and Prevention, Mental Health, ("Department") wishes to provide behavioral health mental health services, community based day treatment and mental health school based partnership services to children; and,

WHEREAS, a Request for Proposal ("RFP") was issued on 09/25/2009, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers 4150-09/10 and 4161-09/10 on 06/21/2010;

Now, THEREFORE, the parties agree as follows:

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to December 31, 2011.

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

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Two Million Two Hundred Forty Thousand Five Hundred Fifty Five Dollars (\$2,240,555)**. 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.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

E. The CONTROLLER is not authorized to pay invoices submitted by CONTRACTOR prior to CONTRACTOR's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with CONTRACTOR's invoice, the CONTROLLER will notify the department, the Director of HRC and CONTRACTOR of the omission. If CONTRACTOR's failure to provide HRC Form 7 is not explained to the CONTROLLER's satisfaction, the CONTROLLER will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following CITY's payment of an invoice, CONTRACTOR has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

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

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

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. **Disallowance.** If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the

disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

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

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

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

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

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

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

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

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

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

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its

agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

15. Insurance

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

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement

5) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

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

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

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

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

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification

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

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

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

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

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

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

- 8. Submitting False Claims; Monetary Penalties.
- 10. Taxes
- 15. Insurance
- 24. Proprietary or confidential information of City
- 30. Assignment

- 37. Drug-free workplace policy,
- 53. Compliance with laws
- 55. Supervision of minors
- 57. Protection of private information
- 58. Graffiti removal

And, item 1 of Appendix D attached to this Agreement

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

21. **Termination for Convenience**

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

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

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

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

3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

- | | |
|---|---|
| 8. Submitting false claims | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement. |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of private information |
| 24. Proprietary or confidential information of City | And, item 1 of Appendix D attached to this Agreement. |

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

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

24. Proprietary or Confidential Information of City

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

b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services under this Agreement, whether disclosed by the City or by the individuals themselves, shall be held in the strictest confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. Contractor understands and agrees that this duty of care shall extend to confidential information contained or conveyed in any form, including but not limited to documents, files, patient or client records,

facsimiles, recordings, telephone calls, telephone answering machines, voice mail, other telephone voice recording systems, computer files, e-mail, other computer network communications, and computer backup files, including disks and hard copies. The City reserves the right to terminate this Agreement for default if Contractor violates the terms of this section.

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

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

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

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, Room 442 San Francisco, California 94102	FAX: (415) 252-3088 e-mail: elizabeth.apana@sfdph.org
And:	Andrew Williams Contract Development & Technical Assistance 1380 Howard Street, 5 th Floor San Francisco, California 94013	FAX: (415) 255-3567 e-mail: andrew.williams@sfdph.org
To CONTRACTOR:	Oakes Children's Center 1550 Treat Avenue San Francisco, California 94110	FAX: (415) 641-8002 e-mail: austinlambe@oakeschildrenscenter.org

Any notice of default must be sent by registered mail.

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

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

28. Audit and Inspection of Books

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

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

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

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

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

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

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to

commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. Compliance and Enforcement

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

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

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

(2) Subcontracting Goals

The LBE subcontracting participation goal for this contract is [insert number] %. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-1.01) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

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

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

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

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

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

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

41. **Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such

material breach of the Agreement, shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

43. Requiring Minimum Compensation for Covered Employees

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

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

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program

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

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

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

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

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

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

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

6) Set the term of the requirements.

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

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

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

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

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

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

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

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

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

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

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

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

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

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

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

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

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

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

48. **Modification of Agreement.** This Agreement may not be modified, nor non-compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. **Administrative Remedy for Agreement Interpretation – DELETED BY MUTUAL AGREEMENT OF THE PARTIES**

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

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

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

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

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

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

56. **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be

enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty-eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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

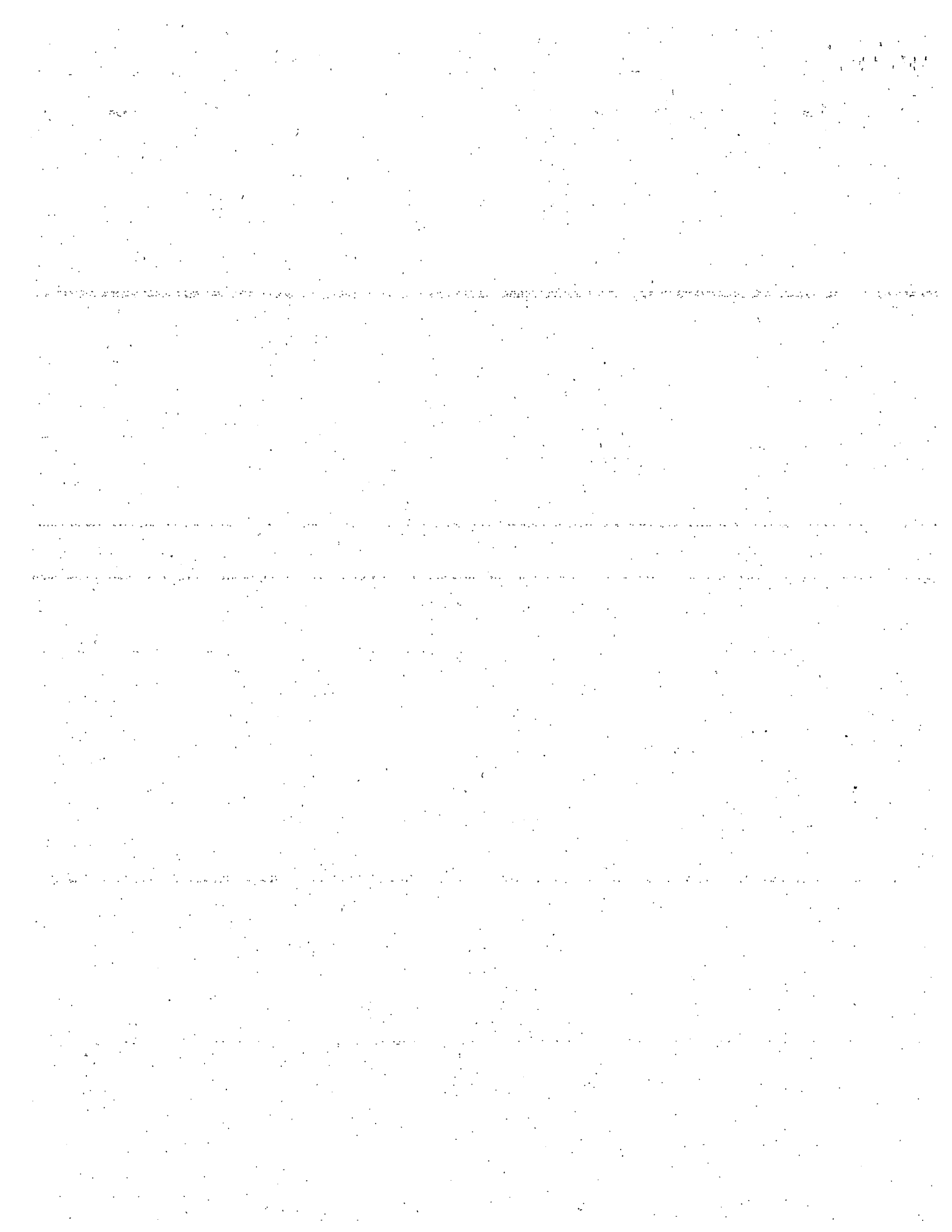
59. Food Service Waste Reduction Requirements. Effective June 1, 2007 Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing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

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

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

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

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



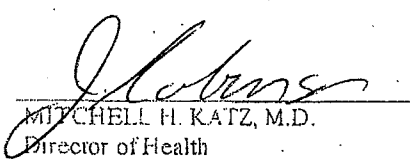
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Oakes Childrens Center


MITCHELL H. KATZ, M.D.
Director of Health

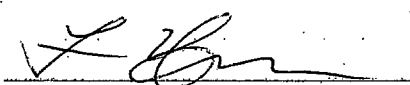
12-15-10
Date

Approved as to Form:

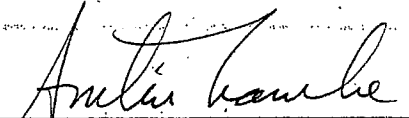
Dennis J. Herrera
City Attorney

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

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.


By: 
TERENCE HOWZELL
Deputy City Attorney

12/20/10
Date


AUSTIN LAMBE
Executive Director
1550 Treat Avenue
San Francisco, California 94110

12/15/2010
Date

Approved:


NAOMI KELLY
Director of the Office of
Contract Administration and
Purchaser

1/12/11
Date

City vendor number: 13672

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: N/A (Insurance Waiver) Reserved
- D: Additional Terms
- E: HIPPA Business Associate Agreement
- F: Invoice

- G: Dispute Resolution
- H: Privacy Policy Compliance
- I: Emergency Response
- J: Family Mosaic
- K: Substance Abuse Programs

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Appendix A
Services to be provided by Contractor

I. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Andrew Williams III, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. 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.

N. 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 completed on an annual basis.
- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Assurance Plan.

O. 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.

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.

P. Clinics to Remain Open: (CMHS/mental health outpatient contracts only)

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

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

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

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

Q. Quality Improvement: (CMHS/mental health only)

CONTRACTOR agrees to participate in and comply with the current CMHS Quality Management Plan requirements.

R. Compliance with Community Mental Health Services and Community Substance Abuse Services Policies and Procedures

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

S. Working Trial Balance with Year-End Cost Report

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

T. Harm Reduction

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

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 Day Treatment

Appendix A-2 School/Mental Health Partnership

Appendix A-3 EPSDT Program (Group & Individual Outpatient)

Appendix A-4 Day Treatment Supplemental Services

Appendix A-1
Day Treatment
Oakes Children's Center
07/01/2010

1. Program Identification

Oakes Children's Center, Inc.
1550 Treat Avenue
San Francisco, CA. 94110
Tel: (415) 641-8000
Fax: (415) 641-8002

2. Nature of Document

This is a renewal to an existing contract for FY 10-11

3. Goal Statement

The goal of the Day Treatment program is to return children/youth to learning in a community school. To accomplish this, the program will focus on behaviors and symptom reduction. The program aims to facilitate the child/youth's psychological development, increase skills building capacities, and build cognitive capacities, to a point where the child/youth can remain at home and reenter the conventional channels such as public school and community affiliations for education and social growth. The Oakes Children's Center provides day treatment school for children/youth with severe behavioral and emotional disturbances between the ages of 4 to 14 with the goal of continually extending the limits of their abilities so that growth can proceed along normal or near normal developmental lines and allow the child/youth to succeed behaviorally and academically with the goal of transitioning to a public school setting. Parents are also offered family therapy, collateral work, and support services. This is especially important in educating about the complexities of the children's diagnoses and supporting the families in dealing with the challenges they face.

Specific objectives include:

Each child will make an improved adjustment within the home, and that parents, siblings, relatives and friends can understand and enjoy the child to a greater extent than was true prior to enrollment.

Each child will show improvement in the presenting problem areas.

The program will facilitate and strengthen all aspects of ego development

Many of the children will be able to make an adjustment within the public or community educational systems.

Parents will experience greater confidence and comfort in their roles within the family

Parents will gain an improved ability to assess their child and his/her needs realistically and plan accordingly.

4. Target Population

Emotionally disturbed and pervasive and developmentally delayed children from San Francisco County referred through SFUSD and CBHS. At time of intake children may range in age from 4 to 14 years. A child may remain at Oakes Day Treatment through age 14 if deemed appropriate to his/her needs. Oakes serves 18 to 32 children and families (depending on given levels of severity and acuity).

5. Modality of Service Units

Day Intensive treatment with one unit of service equaling one treatment day

6. Methodology

A. Referral Method

- a. Oakes' day treatment clients are referred through the local school district, and CBHS. Parents and agencies such as HHS, and Regional Centers may contact Oakes and are directed to the proper channels. Oakes works collaboratively with many community agencies.

B. Admission Criteria

- a. Between 4 and 14 years of age.
- b. Demonstration of significant delay and difficulty in emotional development as determined by Oakes treatment team. Children with additional development delays in the areas of cognitive/language development are also accepted.
- c. Parent willing and able to participate in the program.
- d. Approval of SFUSD and CBHS for day treatment services. Day Treatment Services are preauthorized by the SFCBHS CYF Central Authorization Unit and reauthorized every 3 months. A CANS reassessment and a new Treatment Plan is completed every 3 months.

C. Service Delivery Model

- a. Day Treatment is a milieu. The underlying treatment principle of the Oakes day treatment program is a developmental psychodynamic approach. The therapeutic program embraces cornerstones of psychodynamic theory, child development, Piagetian concepts, learning, and behavioral theories. The modalities used include community meetings, individual/ play therapy, small group work, skills building, individual counseling, tutoring, speech therapy, and creative arts activities. The daily therapeutic educational process for the children is individualized and highly structured in the service of facilitating greater internal impulse control and regulation of affect. For parents the program offers family counseling/therapy, parent conferences, and opportunities to observe the children at the Center, home visits, outreach work, and parent group meetings. Oakes' approach integrates therapeutic understanding and educational principles in daily work with the children rather than offering a program with a two-pronged approach – a therapy component on one track and an educational component on the other. Oakes has been increasingly integrating evidenced-based practices into the program, such as the Incredible Years program.
- b. There is continued monitoring of progress towards treatment goals, and adjustments made in the treatment plan based on continual assessments of needs based on the CANS and other measures. Services are offered at the agency, and clinicians may meet with families at home or at other community agencies.
- c. Day Treatment hours are 8:30 a.m. – 2:10 p.m., Monday to Friday, except Wednesday hours are 8:30 a.m. – 1:10 p.m. Oakes collaborates with other agencies/services involved with the child and family. Staff-Client ratio for 2009-2010 will be at least three paid staff per each group of seven children. There will be a 1:8 Clinical Staff ratio at minimum. This will be augmented with volunteer interns and additional staff so that there is a one-to-one ratio whenever necessary. Staff includes licensed and waived clinicians, MHRS, interns, and educational staff.

D. Discharge Criteria

Staff, family, and professionals involved with the case agree that the child is functioning at a level such that placement in a less restrictive public setting would further enhance the child's development. Clients may be referred for outpatient mental health services or continue to be seen through Oakes' outpatient program for continued support.

7. Objectives and Measurements

- A.1.a) The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010 – June 2011 will be compared with the data collected in July 2009 – June 2010.

Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Note: except supported housing programs.

A.1.e) 75% of clients who have been served for two months or more will have met or partially met 50% of their treatment objectives at discharge.

Note: if data available in AVATAR

A.1.f) Providers will ensure that all clinicians who provide mental health services are certified in the use of the Child & Adolescent Needs and Strengths (CANS). New employees will have completed the CANS training within 30 days of hire.

Note: including School-Mental Health Partnership Programs

A.1.g) Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial CANS assessment and treatment plans completed in the online record within 30 days of episode opening.

For the purpose of this program performance objective, an 85% completion rate will be considered a passing score.

Note: including school-based programs

A.1.h) CYF agency representatives attend regularly scheduled SuperUser calls.

For the purpose of this performance objective, an 80% attendance of all calls will be considered a passing score.

Note: including school-based programs

A.1.i) Outpatient clients opened will have a Re-assessment/Outpatient Treatment Opening date and every 6 months thereafter.

Day Treatment clients have a Re-assessment/Outpatient Treatment report in the online record within 30 days of the 3 month anniversary of their episode opening date, and every 3 months thereafter

For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.

Note: including school-based programs

A.1.j) Outpatient clients opened will have an updated Treatment Plan in the online record within 30 days of the 6 month anniversary of their Episode Opening.

Day Treatment clients have an updated Treatment Plan in the online record within 30 days of the 3 month anniversary and every 3 months thereafter.

For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.

Note: including school-based programs

A.3.a.) 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.

Note: except 24-hour programs

B.2.a.) During Fiscal Year 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission for substance abuse treatment and CYF mental health treatment providers, and 60 days of admission for adult mental health treatment providers as measured by BIS indicating clients engaged in the treatment process.

Note: Exempt Methadone Providers.

F.1.a.) Metabolic and health screening

Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.

F.1.b.) Primary Care provider and health care information

All clients and families at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.

The new Avatar system will allow electronic documentation of such information.

F.1.c.) Active engagement with primary care provider

75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.

G.1.a.) For all contractors and civil service clinics, information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self-help programs) will be kept on prominent display and distributed to clients and families at all program sites.

Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.

G.1.b.) All contractors and civil service clinics are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Based Evidence) to meet the needs of the specific population served; and to inform the SOC Program Managers about the interventions.

H.1.a.) Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.

System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new clients survey with suggested interventions. The contractor/clinic will establish performance improvement objective for the following year, based on feedback from the survey.

H.1.b.) Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by African American individuals and families.

Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor/clinic. The contractor/clinic will establish performance improvement objective for the following year, based on their program's client retention data. Use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.

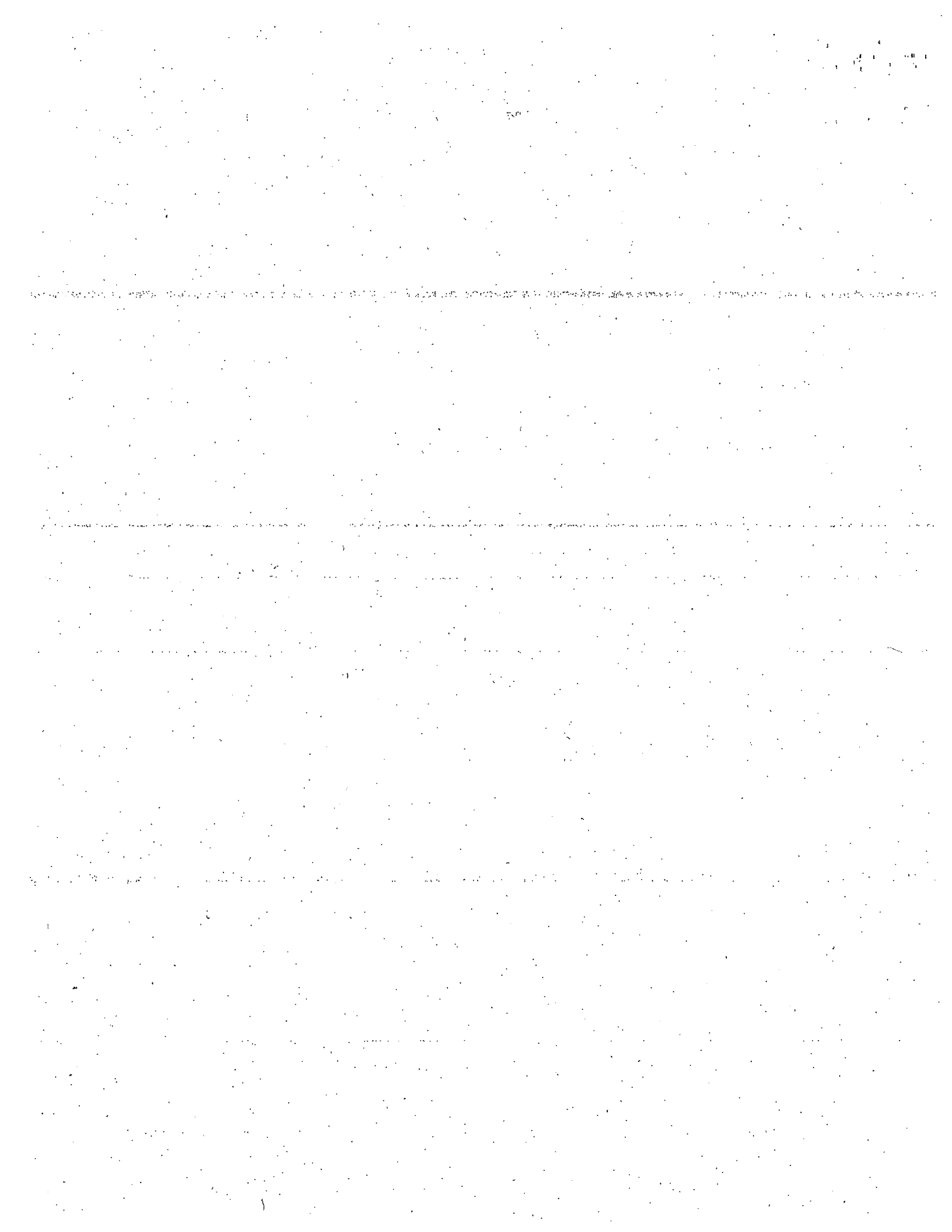
7. Continuous Quality Improvement

Oakes will accomplish the following in order to support and educate staff and volunteers in the developmental and psychological understanding of the children we serve, and to enhance the quality and continuity of care to these clients:

1. We will hold weekly case conferences with the Medical Director/Consulting Psychiatrist, Clinical Coordinator and appropriate staff.
2. There will be weekly team meetings with the Clinical Supervisors, one for each team.
3. We will hold weekly staff meeting for all Oakes staff, with input on all client problems.
4. Each team will hold meetings for daily briefings, at 8:00 a.m. and at the end of the day.
5. We will hold collaborative conferences with outside professionals, working with the children and families.
6. We will hold in-service training for all staff and volunteers, including information on psychological/developmental tasks and achievements, child psychopathology, family patterns, case reviews, etc.
7. We will have guest speakers at staff meetings.

8. We will hold lectures for staff on topics pertinent to working with emotionally disturbed children.

The Contractor agrees to abide by the most current CBHS Quality Management Plan. Oakes agrees to comply with Health Commission, Local, State, and Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPPA), Cultural Competency, and Client Satisfaction.



**Appendix A-2, School/Mental Health Partnership
Oakes Children's Center
07/01/2010**

1. Program Identification

Oakes Children's Center, Inc.
1550 Treat Avenue
San Francisco, CA. 94110
Tel: (415) 641-8000
Fax: (415) 641-8002

2. Nature of Document

This is a renewal to an existing contract for FY 10-11.

3. Goal Statement

Mental Health has an obligation to provide mental health services to Special Education identified children through AB3632. Oakes will provide services to 7 classrooms. Oakes will provide services in the SED or SLI classrooms to assist the students in that classroom to meet their educational goal. Oakes will provide direct services and consultation to the classroom teacher, the school principal, and to the school as a whole aimed at improving student performance..

4. Target Population

SED, PDD, LH or SLI children enrolled in the identified classrooms.

5. Modality of Service Units

Oakes will be reimbursed fee for service at the contracted rate:

- a. Mental Health Service (1 Unit = 1 Staff minute) rates for providing approximately 6-18 hours of mental health clinician time per week to the 7 identified classrooms for the 10 month academic year.
- b. Mental Health Promotion Service (1 Unit = 1 Staff Hour)

6. Methodology

A. Outreach: Partnership classrooms are selected by SFUSD and CBHS. Partnerships complete a yearly memorandum of understanding outlining responsibilities of each Party.

Schools must meet the following criteria (SFUSD will be responsible for consultation readiness)

- a. The Principal is committed to accept a mental health component in the school
- b. The teachers will accept consultation from the mental health clinicians.
- c. The teachers will attend required interagency training or planning activities
- d. There is space within the school that is appropriate and available on a regular basis for pull-out counseling services.

B. Admission Criteria: Students in identified classrooms are assessed for need for services, financial and AB3632 status.

C. Service Delivery Model:

Oakes will provide the following scope of services:

- a. Mental health services to SED children in the classroom
- b. Pull-out individual therapy services
- c. Group activities
- d. Consultation to teaching staff and the school principal
- e. Attendance at IEP meeting when appropriate.
- f. Outreach and services to parents and families.
- g. Oakes is committed to using evidenced based practices and will be implementing Second Step into the program.
- h. Partnerships are 6-8 hours per week during school hours.

D. Exit Criteria: Students exit program when IEP team agrees goals have been accomplished or student graduates or leaves classroom. Clinician works with team regarding discharge planning and follow-up services.

E. Staffing: Each partnership is staffed with a licensed or waived clinician (MFT, Social Work, or Psychologist). Supervision of program is provided by a licensed MFT and the Oakes Clinical Coordinator.

7. Objectives and Measurements

- a) The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010 – June 2011 will be compared with the data collected in July 2009 – June 2010. Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.
Note: except supported housing programs.
- b) 75% of clients who have been served for two months or more will have met or partially met 50% of their treatment objectives at discharge.
Note: if data available in AVATAR
- c) Providers will ensure that all clinicians who provide mental health services are certified in the use of the Child & Adolescent Needs and Strengths (CANS). New employees will have completed the CANS training within 30 days of hire.
Note: including School-Mental Health Partnership Programs
- d) Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial CANS assessment and treatment plans completed in the online record within 30 days of episode opening. For the purpose of this program performance objective, an 85% completion rate will be considered a passing score.
Note: including school-based programs
- e) CYF agency representatives attend regularly scheduled SuperUser calls. For the purpose of this performance objective, an 80% attendance of all calls will be considered a passing score.
Note: including school-based programs
- f) Outpatient clients opened will have a Re-assessment/Outpatient Treatment Report in the online record within 30 days of the 6 month anniversary of their Episode Opening date and every 6 months thereafter. Day Treatment clients have a Re-assessment/Outpatient Treatment report in the online record within 30 days of the 3 month anniversary of their episode opening date, and every 3 months thereafter. For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.
Note: including school-based programs
- g) Outpatient clients opened will have an updated Treatment Plan in the online record within 30 days of the 6 month anniversary of their Episode Opening. Day Treatment clients have an updated Treatment Plan in the online record within 30 days of the 3 month anniversary and every 3 months thereafter. For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.
Note: including school-based programs
- h) 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.
Note: except 24-hour programs
- i) During Fiscal Year 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission for substance abuse treatment and CYF mental health

treatment providers, and 60 days of admission for adult mental health treatment providers as measured by BIS indicating clients engaged in the treatment process.

Note: Exempt Methadone Providers.

- j) Metabolic and health screening
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.
- k) Primary Care provider and health care information
All clients and families at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.
The new Avatar system will allow electronic documentation of such information.
- l) Active engagement with primary care provider
75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.
- m) For all contractors and civil service clinics, information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self-help programs) will be kept on prominent display and distributed to clients and families at all program sites.
Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.
- n) All contractors and civil service clinics are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Based Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.
- o) Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.
System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new clients survey with suggested interventions. The contractor/clinic will establish performance improvement objective for the following year, based on feedback from the survey.
- p) Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by African American individuals and families.
Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor/clinic. The contractor/clinic will establish performance improvement objective for the following year, based on their program's client retention data. Use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.

8. Continuous Quality Improvement

Oakes will accomplish the following in order to support and educate staff and volunteers in the developmental and psychological understanding of the children we serve, and to enhance the quality and continuity of care to these clients:

- a. We will hold weekly case conferences with the Medical Director/Consulting Psychiatrist, Clinical Coordinator and appropriate staff.
- b. There will be weekly team meetings with the Clinical Supervisors, one for each team.
- c. We will hold weekly staff meeting for all Oakes staff, with input on all client problems.
- d. Each team will hold meetings for daily briefings, at 8:00 a.m. and at the end of the day.
- e. We will hold collaborative conferences with outside professionals, working with the children and families.
- f. We will hold in-service training for all staff and volunteers, including information on psychological/developmental tasks and achievements, child psychopathology, family patterns, case reviews, etc.
- g. We will have guest speakers at staff meetings.
- h. We will hold lectures for staff on topics pertinent to working with emotionally disturbed children.

The Contractor agrees to abide by the most current CBHS Quality Management Plan. Oakes agrees to comply with Health Commission, Local, State, and Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPPA), Cultural Competency, and Client Satisfaction.

Appendix A-3
EPSDT Program (Group & Individual Outpatient)
Oakes Children's Center
07/01/2010

1. Program Identification

Oakes Children's Center, Inc.
1550 Treat Avenue
San Francisco, CA. 94110
Tel: (415) 641-8000
Fax: (415) 641-8002

2. Nature of Document

This is a renewal to an existing contract for FY 10-11

3. Goal Statement

The Child, Adolescent and Family section of the San Francisco Division of Behavioral Health will implement the Short-Doyle/Medi-Cal component of the Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT). San Francisco CBHS will provide appropriate Short-Doyle/Medi-Cal mental health services to meet the needs of Medi-Cal beneficiaries under the age of 21 who are eligible for EPSDT and who need system of care services.

The Oakes program seeks to make outpatient mental health services more accessible to San Francisco resident by targeting EPSDT eligible residents who are not currently served by the San Francisco community mental health system.

4. Target Population

All San Francisco residents under the age of 21 who are eligible to receive the full scope of Medi-Cal services and who meet medical necessity criteria, but who are not currently enrolled as clients in San Francisco's outpatient mental health system, are eligible for EPSDT services.

5. Modality of Service Units

Number of clients to be served is estimated at 20 to 35 for group services and 12 to 25 for individual services. One unit of outpatient service is defined as one-minute increments of staff time, as defined within the Medi-Cal guidelines for mental health services, medication services, and case management services.

6. Methodology

A. Outreach and Promotion:

Clients are referred through CBHS, SFUSD, and community access as well as word of mouth for Oakes' outpatient services. Oakes has been providing this service for several years and collaborates with other agencies serving the target population of the Oakes outpatient program.

B. Admission

Oakes screens clients over the phone and provides an on-site assessment for potential clients to be in a group program and for individual services. A CANS assessment is completed within 30 days of opening and clients are reassessed every 6 months. Group therapy is offered to children demonstrating pervasive development delays and/or need for therapeutic socialization therapy. Each potential member must have achieved adequate developmental milestones such as language acquisition, ability to follow directions and for control of impulses in order to benefit therapeutically from group intervention.

C. Service Delivery Model

Clinically the group will concentrate on socialization, peer relations, near age appropriate behaviors, development of interest, capacity for working together, behaviors that interfere in social relationships and on client Plan of Care Goals. Groups will meet once weekly for 60 minutes, and their duration will be time-limited, spanning the regular school year. In cases where there is sound clinical evidence for continuation, a client may participate again based on PURQC review.

Parents will be required to be available for a short intake as well as necessary collateral contact. It is anticipated the 5 or 6 groups will serve up to 30 children. Individual clients are generally seen locally during the school year, and there is frequent parent contact.

D. Exit Criteria

Clients are monitored for progress towards goals. Decisions to terminate treatment are decided by the treatment team predicated on CANS scores and clients meeting Plan of Care goals. Clients are reassessed using the CANS every 6 months.

E. Staffing

Licensed or waived clinicians, Interns

7. Objectives and Measurements

- A.1.a.) The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010 – June 2011 will be compared with the data collected in July 2009 – June 2010.

Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Note: except supported housing programs.

- A.1.e.) 75% of clients who have been served for two months or more will have met or partially met 50% of their treatment objectives at discharge.

Note: if data available in AVATAR

- A.1.f.) Providers will ensure that all clinicians who provide mental health services are certified in the use of the Child & Adolescent Needs and Strengths (CANS). New employees will have completed the CANS training within 30 days of hire.

Note: including School-Mental Health Partnership Programs

- A.1.g.) Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial CANS assessment and treatment plans completed in the online record within 30 days of episode opening. For the purpose of this program performance objective, an 85% completion rate will be considered a passing score.

Note: including school-based programs

- A.1.h.) CYF agency representatives attend regularly scheduled SuperUser calls. For the purpose of this performance objective, an 80% attendance of all calls will be considered a passing score.

Note: including school-based programs

- A.1.i.) Outpatient clients opened will have a Re-assessment/Outpatient Treatment Report in the online record within 30 days of the 6 month anniversary of their Episode Opening date and every 6 months thereafter.

Day Treatment clients have a Re-assessment/Outpatient Treatment report in the online record within 30 days of the 3 month anniversary of their episode opening date, and every 3 months thereafter

For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.

Note: including school-based programs

- A.1.j.) Outpatient clients opened will have an updated Treatment Plan in the online record within 30 days

of the 6 month anniversary of their Episode Opening.

Day Treatment clients have an updated Treatment Plan in the online record within 30 days of the 3 month anniversary, and every 3 months thereafter.

For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.

Note: including school-based programs

- A.3.a.) 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.
Note: except 24-hour programs
- B.2.a.) During Fiscal Year 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission for substance abuse treatment and CYF mental health treatment providers, and 60 days of admission for adult mental health treatment providers as measured by BIS indicating clients engaged in the treatment process.
Note: Exempt Methadone Providers.
- F.1.a.) Metabolic and health screening
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.
- F.1.b.) Primary Care provider and health care information
All clients and families at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.
The new Avatar system will allow electronic documentation of such information.
- F.1.c.) Active engagement with primary care provider
75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.
- G.1.a.) For all contractors and civil service clinics, information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self-help programs) will be kept on prominent display and distributed to clients and families at all program sites.
Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.
- G.1.b.) All contractors and civil service clinics are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Based Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.
- H.1.a.) Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.
System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new clients survey with suggested interventions. The contractor/clinic will establish performance improvement objective for the following year, based on feedback from the survey.
- H.1.b.) Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by African American individuals and families.
Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor/clinic. The contractor/clinic will establish performance improvement objective for

the following year, based on their program's client retention data. Use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.

8. Continuous Quality Improvement

Oakes will accomplish the following in order to support and educate staff and volunteers in the developmental and psychological understanding of the children we serve, and to enhance the quality and continuity of care to these clients:

- a. We will hold weekly case conferences with the Medical Director/Consulting Psychiatrist, Clinical Coordinator and appropriate staff.
- b. There will be weekly team meetings with the Clinical Supervisors, one for each team.
- c. We will hold weekly staff meeting for all Oakes staff, with input on all client problems.
- d. Each team will hold meetings for daily briefings, at 8:00 a.m. and at the end of the day.
- e. We will hold collaborative conferences with outside professionals, working with the children and families.
- f. We will hold in-service training for all staff and volunteers, including information on psychological/developmental tasks and achievements, child psychopathology, family patterns, case reviews, etc.
- g. We will have guest speakers at staff meetings.
- h. We will hold lectures for staff on topics pertinent to working with emotionally disturbed children.

The Contractor agrees to abide by the most current CBHS Quality Management Plan. Oakes agrees to comply with Health Commission, Local, State, and Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPPA), Cultural Competency, and Client Satisfaction.

Appendix A-4
Day Treatment Supplemental Services
Oakes Children's Center
07/01/2010

1. Program Identification

Oakes Children's Center, Inc.
1550 Treat Avenue
San Francisco, CA. 94110
Tel: (415) 641-8000
Fax: (415) 641-8002

2. Nature of Document

This is a renewal to an existing contract for FY 10-11

3. Goal Statement

See Day Treatment Exhibit A. The purpose of supplemental services is to ensure and increase contact and services to the families/guardians of children/youth in the Day Treatment program. Family Therapy and other supports to the family (such as the Incredible Years parenting program) are provided so that the family can help the client meet their plan of care goals. Medication services are provided to ensure frequent assessment and monitoring for clients who are on psychotropic medications.

4. Target Population

Emotionally disturbed and pervasive and developmentally delayed children from San Francisco County referred through SFUSD and CBHS who are enrolled in the Oakes Day Treatment program. Children may range in age from 4 to 14 years. Oakes serves 18 to 32 children and families (depending on given levels of severity and acuity) in the Day Treatment program.

5. Modality of Service Units

- A. Mental Health Services to children eligible for day treatment services.
- B. Medication Support Services

6. Methodology

A. Referral Method

- a. Oakes' day treatment clients are referred through the local school district, and CBHS. Parents and agencies such as HHS, and Regional Centers may contact Oakes and are directed to the proper channels. Oakes works collaboratively with many community agencies.

B. Admission Criteria

- b. Between 4 and 14 years of age.
- c. Demonstration of significant delay and difficulty in emotional development as determined by Oakes treatment team. Children with additional development delays in the areas of cognitive/language development are also accepted.
- d. Parent willing and able to participate in the program.
- e. Approval of SFUSD and CBHS for day treatment services and preauthorization by SFCBHS central authorization unit. Clients are reauthorized every three months.

C. Service Delivery Model

- a. The underlying treatment principle of the Oakes day treatment program is a developmental psychodynamic approach. The therapeutic program embraces cornerstones of psychodynamic theory, child development, Piagetian concepts, learning and behavioral theories. The modalities used include individual/ play therapy, small group work, skills building, individual counseling, daily community meeting, tutoring, speech therapy, and creative arts activities. The daily therapeutic educational process for the children is individualized and highly structured in the service of facilitating greater internal impulse control. For parents the program offers individual counseling/therapy, parent conferences, and opportunities to observe the children at the Center,

home visits, family therapy, outreach work, and parent group meetings. Oakes' approach integrates the therapeutic understanding and educational principles in daily work with the child/youth rather than offering a program with a two-pronged approach – a therapy component on one track and an educational component on the other. Medication and support services are part of the integrated treatment program. Oakes has been increasingly integrating evidenced-based practices into the program, such as the Incredible Years program.

- b. There is continued monitoring of progress towards treatment goals, and adjustments made in the treatment plan based on continual assessments of needs per the CANS. Services are offered at the agency, and clinicians may meet with families at home or at other community agencies.
- c. Day Treatment hours are 8:30 a.m. – 2:10 p.m., Monday to Friday, except Wednesday hours are 8:30 a.m. – 1:10 p.m. Oakes collaborates with other agencies/services involved with the child and family. Staff-Client ratio for 2009-2010 will be at least three paid staff per each group of seven children. There will be a 1:8 Clinical Staff ratio at minimum. This will be augmented with volunteer interns and additional staff so that there is a one-to-one ratio whenever necessary. Staff includes licensed and waived clinicians, MHRs, interns, and educational staff.

D. Discharge Criteria

Staff, family, and professionals involved with the case agree that the child is functioning at a level such that placement in a less restrictive public setting would further enhance the child's development. Clients may be referred for outpatient mental health services or continue to be seen through Oakes' outpatient program for continued support.

7. Objectives and Measurements

- A.1.a.) The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010 – June 2011 will be compared with the data collected in July 2009 – June 2010.

Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Note: except supported housing programs.

- A.1.e.) 75% of clients who have been served for two months or more will have met or partially met 50% of their treatment objectives at discharge.

Note: if data available in AVATAR

- A.1.f.) Providers will ensure that all clinicians who provide mental health services are certified in the use of the Child & Adolescent Needs and Strengths (CANS). New employees will have completed the CANS training within 30 days of hire.

Note: including School-Mental Health Partnership Programs

- A.1.g.) Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial CANS assessment and treatment plans completed in the online record within 30 days of episode opening.

For the purpose of this program performance objective, an 85% completion rate will be considered a passing score.

Note: including school-based programs

- A.1.h.) CYF agency representatives attend regularly scheduled SuperUser calls. For the purpose of this performance objective, an 80% attendance of all calls will be considered a passing score.

Note: including school-based programs

- A.1.i.) Outpatient clients opened will have a Re-assessment/Outpatient Treatment Report in the online

record within 30 days of the 6 month anniversary of their Episode Opening date and every 6 months thereafter.

Day Treatment clients have a Re-assessment/Outpatient Treatment report in the online record within 30 days of the 3 month anniversary of their episode opening date, and every 3 months thereafter

For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.

Note: including school-based programs

A.1.j.) Outpatient clients opened will have an updated Treatment Plan in the online record within 30 days of the 6 month anniversary of their Episode Opening.

Day Treatment clients have an updated Treatment Plan in the online record within 30 days of the 3 month anniversary and every 3 months thereafter.

For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.

Note: including school-based programs

A.3.a.) 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.

Note: except 24-hour programs

B.2.a.) During Fiscal Year 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission for substance abuse treatment and CYF mental health treatment providers, and 60 days of admission for adult mental health treatment providers as measured by BIS indicating clients engaged in the treatment process.

Note: Exempt Methadone Providers.

F.1.a.) Metabolic and health screening
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.

F.1.b.) Primary Care provider and health care information
All clients and families at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.

The new Avatar system will allow electronic documentation of such information.

F.1.c.) Active engagement with primary care provider
75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.

G.1.a.) For all contractors and civil service clinics, information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self-help programs) will be kept on prominent display and distributed to clients and families at all program sites.

Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.

G.1.b.) All contractors and civil service clinics are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Based Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.

H.1.a.) Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families. *System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new clients survey with suggested interventions. The contractor/clinic will establish performance improvement objective for the following year, based on feedback from the survey.*

H.1.b.) Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by African American individuals and families. *Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor/clinic. The contractor/clinic will establish performance improvement objective for the following year, based on their program's client retention data. Use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.*

8. Continuous Quality Improvement

Oakes will accomplish the following in order to support and educate staff and volunteers in the developmental and psychological understanding of the children we serve, and to enhance the quality and continuity of care to these clients:

1. We will hold weekly case conferences with the Medical Director/Consulting Psychiatrist, Clinical Coordinator and appropriate staff.
2. There will be weekly team meetings with the Clinical Supervisors, one for each team.
3. We will hold weekly staff meeting for all Oakes staff, with input on all client problems.
4. Each team will hold meetings for daily briefings, at 8:00 a.m. and at the end of the day.
5. We will hold collaborative conferences with outside professionals, working with the children and families.
6. We will hold in-service training for all staff and volunteers, including information on psychological/developmental tasks and achievements, child psychopathology, family patterns, case reviews, etc.
7. We will have guest speakers at staff meetings.
8. We will hold lectures for staff on topics pertinent to working with emotionally disturbed children.

The Contractor agrees to abide by the most current CBHS Quality Management Plan. Oakes agrees to comply with Health Commission, Local, State, and Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPPA), Cultural Competency, and Client Satisfaction.

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of September 1 through June 30 of

the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

Budget Summary

- Appendix B-1 Day Treatment
- Appendix B-2 School/Mental Health Partnership
- Appendix B-3 EPSDT Program (Group & Individual Outpatient)
- Appendix B-4 Day Treatment Supplemental Services

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Two Million Two Hundred Forty Thousand Five Hundred Fifty Five Dollars (\$2,240,555) for the period of July 1, 2010 through December 31, 2011.

CONTRACTOR understands that, of this maximum dollar obligation, \$240,059 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2010 through June 30, 2011	\$1,333,664
July 1, 2011 through December 31, 2011	\$ 666,832
Contingency	\$ 240,059
Total	\$2,240,555

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

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

D. Contractor further understands that \$477,974 of the period July 1, 2010 through December 31, 2010 in the Contract Number BPHM08000036 is included in the Description of Services, Appendices A-1 through A-4, and Annual Program Budget for the Fiscal Year 2010-2011. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM08000036 for the Fiscal Year 2010-2011.

E. 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.

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

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

DPH 1: Department of Public Health Contract Budget Summary

CONTRACT TYPE - This contract is:						
New	Renewal	Modification				
If modification, Effective Date of Mod.:		# of Mod:		VENDOR ID (DPH USE ONLY):		
LEGAL ENTITY NUMBER: 00349						
LEGAL ENTITY/CONTRACTOR NAME: Oakes Children's Center, Inc.						
APPENDIX NUMBER	B-1	B-2	B-3	B-4	B-#	TOTAL
PROVIDER NUMBER	8859	8859	8859	8859		
PROVIDER NAME:	Oakes	Oakes	Oakes	Oakes		
CBHS FUNDING TERM:	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11		
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	627,538	152,238	138,089	27,500		945,365
OPERATING EXPENSE	157,442	28,941	32,055	50,000		268,438
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	784,980	181,179	170,144	77,500	0	1,213,803
INDIRECT COST AMOUNT	88,835	19,951	11,075			119,861
INDIRECT %	11%	11%	7%	0%	0%	
TOTAL FUNDING USES:	873,815	201,130	181,219	77,500	0	1,333,664
CBHS MENTAL HEALTH FUNDING SOURCES:						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	299,145	67,396	89,547	38,750		494,838
ARRA SDMC FFP (11.59)	69,342	15,622	20,759	8,982		114,705
STATE REVENUES - click below						
EPSDT State Match	199,889		59,835	25,893		285,617
Family Mosaic Capitated Medi-Cal	70,000					70,000
REALIGNMENT FUNDS	2,686	54,524				57,210
COUNTY GENERAL FUND	232,753	63,588	11,078	3,875		311,294
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	873,815	201,130	181,219	77,500	0	1,333,664
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below						
Please enter other funding source here if not in pull down						
WORK ORDERS - click below						
Please enter other funding source here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other funding source here if not in pull down						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL DPH REVENUES	873,815	201,130	181,219	77,500	0	1,333,664
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	873,815	201,130	181,219	77,500	0	1,333,664

Prepared by/Phone #:

Renee S. Koszic (415) 641-8000

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

FISCAL YEAR:		2010-2011		APPENDIX #: B-1 Page 1				
LEGAL ENTITY NAME:		Oakes Children's Center, Inc.		PROVIDER #: 8859				
PROVIDER NAME:		Oakes Children's Center Day Treatment						
REPORTING UNIT NAME:		Oakes Dy Tx	Oakes Dy T X					
REPORTING UNIT:		88592	88592					
MODE OF SVCS / SERVICE FUNCTION CODE:		10/85-89	45/10-19					
SERVICE DESCRIPTION	Day Tx Intensive Full day	MH Promotion	#N/A	#N/A	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:		7/1/10-6/30/11	7/1/10-6/30/11					
FUNDING USES:								
SALARIES & EMPLOYEE BENEFITS	622,218	5,320						627,538
OPERATING EXPENSE	157,442							157,442
CAPITAL OUTLAY (COST \$5,000 AND OVER)								0
SUBTOTAL DIRECT COSTS	779,660	5,320	0	0	0	0	0	784,980
INDIRECT COST AMOUNT	88,835							88,835
TOTAL FUNDING USES	868,495	5,320	0	0	0	0	0	873,815
CBHS MENTAL HEALTH FUNDING SOURCES:								
FEDERAL REVENUES - click below								
SDMC Regular FFP (50%)	299,145							299,145
ARRA SDMC FFP (11.59)	69,342							69,342
STATE REVENUES - click below								
EPSDT State Match	199,889							199,889
Family Mosaic Capitated Medl-Cal	70,000							70,000
GRANTS - click below CFDA #:								
Please enter other here if not in pull down								
REALIGNMENT FUNDS		2,686						2,686
COUNTY GENERAL FUND	230,119	2,634						232,753
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES:								
868,495	5,320							873,815
CBHS SUBSTANCE ABUSE FUNDING SOURCES:								
FEDERAL REVENUES - click below								
STATE REVENUES - click below								
GRANTS/PROJECTS - click below CFDA #:								
Please enter other here if not in pull down								
WORK ORDERS - click below								
Please enter other here if not in pull down								
3RD PARTY PAYOR REVENUES - click below								
Please enter other here if not in pull down								
COUNTY GENERAL FUND								
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES:								
0	0							0
TOTAL DPH REVENUES:								
868,495	5,320							873,815
NON-DPH REVENUES - click below								
TOTAL NON-DPH REVENUES								
0	0	0	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH):								
868,495	5,320							873,815
CBHS UNITS OF SVCS/TIME AND UNIT COST:								
UNITS OF SERVICE	4,290							
UNITS OF TIME		5,040						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	202.45	1.06	0.00	0.00	0.00	0.00		
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	202.45	1.06	0.00	0.00	0.00	0.00		
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)	214.58	1.15						
UNDUPLICATED CLIENTS	28	7						

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

APPENDIX #: B-1 Page 2
 Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 88592
 Provider Name (same as line 8 on DPH 1): Oakes

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 10-11		Proposed Transaction Term: 10-11		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Program Assistant	0.20	\$ 6,965.23	0.20	6,965.23								
Office Assistant	0.20	\$ 2,570.88	0.20	2,570.88								
MHRS Rm 1	1.00	\$ 37,182.96	1.00	37,182.96								
MHRS Rm 2	1.00	\$ 32,535.09	1.00	32,535.09								
MHRS Rm 3	1.00	\$ 36,100.08	1.00	36,100.08								
MHRS Rm 4	1.00	\$ 37,110.30	1.00	37,110.30								
Floor Manager	0.50	\$ 22,016.28	0.50	22,016.28								
MHRS Floater	0.60	\$ 13,322.40	0.60	13,322.40								
Clinical Coordinator	0.72	\$ 47,524.60	0.72	47,524.60								
Training Coordinator	0.95	\$ 49,282.60	0.95	49,282.60								
Supervisor Clinicians	0.50	\$ 29,251.08	0.50	29,251.08								
Clinician Rm1	0.90	\$ 47,520.00	0.90	47,520.00								
Clinician Rm2	0.80	\$ 42,240.00	0.80	42,240.00								
Clinician Rm3	0.85	\$ 44,880.00	0.85	44,880.00								
Clinician Rm4	0.85	\$ 44,880.00	0.85	44,880.00								
Clinical Family Support/Pt OP CL	31.00	\$ 8,649.00	31.00	8,649.00								
	0.00	\$										
TOTALS	42.07	\$ 502,031	42.07	502,030.50	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS	25%	\$125,508	25%	\$125,508	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0
TOTAL SALARIES & BENEFITS		\$627,538		\$627,538		\$0		\$0		\$0		\$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-1 Page 3
 Document Date: 7/1/2010

Provider Number (same as line 7 on DPH 1): 88592
 Provider Name (same as line 8 on DPH 1): Oakes

Expenditure Category

Rental of Property
 Utilities(Elec, Water, Gas, Phone, Scavenger)
 Office Supplies, Postage
 Building Maintenance Supplies and Repair
 Printing and Reproduction
 Insurance
 Staff Training
 Staff Travel-(Local & Out of Town)
 Food/Behavioral Rewards
 CONSULTANT/SUBCONTRACTOR (Provide Names,
 Dates, Hours & Amounts)
 Dr. Fleckles Psychiatrist 4.25 hours week \$145
 Gilmore & Associates CPA
 Wetherby Asset Management Fees
 Harrington Group, CPA Annual Audit Fees
 T & S Maintenance
 Trainee Stipends to be selected
 OTHER
 Bank Fees
 Legal Fees
 Job Advertising
 Back Ground Checks/Fingerprinting
 Meals & Entertainment
 Therapy Materials
 Depreciation Expense
 Payroll Expense
 Tax and Licenses

TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 10-11	Term: 10-11	Term:	Term:	Term:	Term:
\$ 54,674.49	54,674				
\$ 8,736.00	8,736				
\$ 7,313.60	7,314				
\$ 3,840.00	3,840				
\$ 320.00	320				
\$ 7,674.56	7,675				
\$ 2,800.00	2,800				
\$ 1,100.00	1,100				
\$ 2,610.00	2,610				
\$ -	0				
\$ 27,500.00	27,500				
\$ 3,680.00	3,680				
\$ 4,800.00	4,800				
\$ 4,320.00	4,320				
\$ 4,857.60	4,858				
\$ 5,000.00	5,000				
\$ -	0				
\$ 80.00	80				
\$ 320.00	320				
\$ 224.00	224				
\$ 800.00	800				
\$ 860.00	860				
\$ 1,500.00	1,500				
\$ 12,672.00	12,672				
\$ 1,440.00	1,440				
\$ 320.00	320				
\$ -					
\$ -					
TOTAL OPERATING EXPENSE	\$ 157,442.25	\$0	\$0	\$0	\$0

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

FISCAL YEAR:		2010-2011		APPENDIX #: B-2 Page 1	
LEGAL ENTITY NAME:		Oakes Children's Center, Inc.		PROVIDER #: 8859	
PROVIDER NAME:		Oakes Children's Center Day Treatment			
REPORTING UNIT NAME:	SED	SED	SED	SED	
REPORTING UNIT:	8859SD	8859SD	8859SD	8859SD	
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/60-69	45/10-19	
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Medication Support	MH Promotion	#N/A
CBHS FUNDING TERM:	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	
FUNDING USES:					
SALARIES & EMPLOYEE BENEFITS	1,800	144,313	900	5,225	152,238
OPERATING EXPENSE		28,941			28,941
CAPITAL OUTLAY (COST \$5,000 AND OVER)					0
SUBTOTAL DIRECT COSTS	1,800	173,254	900	5,225	181,179
INDIRECT COST AMOUNT		19,951			19,951
TOTAL FUNDING USES:	1,800	193,205	900	5,225	201,130
CBHS MENTAL HEALTH FUNDING SOURCES:					
FEDERAL REVENUES - click below					
SDMC Regular FFP (50%)	1098	65,749	549		67,396
ARRA SDMC FFP (11.59)		15,622			15,622
STATE REVENUES - click below					
EPSDT State Match	0	0	0		0
REALIGNMENT FUNDS					
COUNTY GENERAL FUND	594	50,883	297	2,760	54,524
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES:	1,800	193,205	900	5,225	201,130
CBHS SUBSTANCE ABUSE FUNDING SOURCES:					
FEDERAL REVENUES - click below					
STATE REVENUES - click below					
GRANTS/PROJECTS - click below					
Please enter other here if not in pull down					
WORK ORDERS - click below					
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
Please enter other here if not in pull down					
COUNTY GENERAL FUND					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES:					
TOTAL DPH REVENUES:	1,800	193,205	900	5,225	201,130
NON-DPH REVENUES - click below					
TOTAL NON-DPH REVENUES	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	1,800	193,205	900	5,225	201,130
CBHS UNITS OF SVCS/TIME AND UNIT COST:					
UNITS OF SERVICE ¹					
UNITS OF TIME ²					
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	2.01	2.59	4.80	1.06	0.00
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	2.01	2.59	4.80	1.06	0.00
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	2.14	2.77	5.11	1.15	
UNDUPLICATED CLIENTS	38	38	22	7	

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10; SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 8859SD
 Provider Name (same as line 8 on DPH 1): Oakes

APPENDIX #: B-2 Page 2
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 10-11		Proposed Transaction Term: 10-11		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Clinical Coordinator	0.11	\$ 7,211.38	0.11	\$ 7,211.38								
PtVOP Clinician	0.85	\$ 18,741.45	0.85	\$ 18,741.45								
PtVOP Clinician	0.75	\$ 43,080.57	0.75	\$ 43,080.57								
PtVOP Clinician	1.00	\$ 18,163.20	1.00	\$ 18,163.20								
PtVOP Clinician	0.38	\$ 20,601.80	0.55	\$ 20,601.80								
Clinical Family Support/Pt OP CL	0.51	\$ 13,992.00	0.51	\$ 13,992.00								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
TOTALS	3.60	\$ 121,790.40	3.77	\$ 121,790	0.00	\$ 0	0.00	\$ 0	0.00	\$ 0	0.00	\$ 0
EMPLOYEE FRINGE BENEFITS	25%	\$30,448	25%	\$30,448	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0
TOTAL SALARIES & BENEFITS		\$152,238		\$152,238		\$0		\$0		\$0		\$0

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

FISCAL YEAR:		2010-2011			APPENDIX #: B-3 Page 1	
LEGAL ENTITY NAME:		Oakes Children's Center, Inc.			PROVIDER #: 8859	
PROVIDER NAME:		Oakes Children's Center Day Treatment				
REPORTING UNIT NAME::		Oakes EPSDT	Oakes EPSDT	Oakes EPSDT		
REPORTING UNIT:		88593	88593	88593		
MODE OF SVCS / SERVICE FUNCTION CODE		15/01-09	15/10-59	15/60-89		
SERVICE DESCRIPTION		Case Mgt Brokerage	MH Svcs	Medication Support	#N/A	#N/A
CBHS FUNDING TERM:		7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11		
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS		2,500	130,084	5,505		138,089
OPERATING EXPENSE			32,055			32,055
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS		2,500	162,139	5,505	0	170,144
INDIRECT COST AMOUNT			11,075			11,075
TOTAL FUNDING USES:		2,500	173,214	5,505	0	181,219
CBHS MENTAL HEALTH FUNDING SOURCES:						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)		1250	85,554	2,743		89,547
ARRA SDMC FFP (11.59)		290	19,833	636		20,759
STATE REVENUES - click below						
EPSDT State Match		835	57,167	1,833		59,835
REALIGNMENT FUNDS						
COUNTY GENERAL FUND		125	10,660	293		11,078
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		2,500	173,214	5,505		181,219
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below						
CFDA #:						
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL DPH REVENUES		2,500	173,214	5,505		181,219
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES		0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)		2,500	173,214	5,505		181,219
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE ¹						
UNITS OF TIME ²						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		2.01	2.59	4.80	0.00	0.00
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)		2.01	2.59	4.80	0.00	0.00
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)		2.14	2.77	5.11		
UNDUPLICATED CLIENTS		57	57	23		

¹Units of Service: Days, Client, Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

APPENDIX #: B-3 Page 2
 Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 88593
 Provider Name (same as line 8 on DPH 1): Oakes

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 10-11		Proposed Transaction Term: 10-11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Clinical Coordinator	0.11	\$ 7,211.38	0.11	7,211								
Training Coordinator	0.05	\$ 2,777.91	0.05	2,778								
Supervisor Clinicians	0.50	\$ 29,251.08	0.50	29,251								
Clinician Rm1	0.10	\$ 5,280.00	0.10	5,280								
Clinician Rm2	0.20	\$ 10,560.00	0.20	10,560								
Clinician Rm3	0.15	\$ 7,920.00	0.15	7,920								
Clinician Rm4	0.15	\$ 7,920.00	0.15	7,920								
Pt/OP CL	0.15	\$ 3,307.32	0.15	3,307								
Pt/OP CL	0.25	\$ 14,400.00	0.25	14,400								
Pt/OP CL	0.31	\$ 16,827.51	0.45	16,828								
Clinical Family Support/Pt OP CL	0.18	\$ 5,016.00	0.18	5,016								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
TOTALS	2.15	\$110,471	2.29	\$110,471	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 25% \$27,618 25% \$27,618 #DIV/0! \$0 #DIV/0! \$0 #DIV/0! \$0 #DIV/0! \$0

TOTAL SALARIES & BENEFITS \$138,089 \$138,089 \$0 \$0 \$0 \$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-3 Page 3
 Document Date: 7/1/2010

Provider Number (same as line 7 on DPH 1): 88593
 Provider Name (same as line 8 on DPH 1): Oakes

Expenditure Category

Rental of Property
 Utilities(Elec, Water, Gas, Phone, Scavenger)
 Office Supplies, Postage
 Building Maintenance Supplies and Repair
 Printing and Reproduction
 Insurance
 Staff Training
 Staff Travel-(Local & Out of Town)
 Food/Behavioral Rewards
 CONSULTANT/SUBCONTRACTOR (Provide Names,
 Dates, Hours & Amounts)
 Dr. Fleckles Psychiatrist 4.25 hours week \$145
 Gilmore & Associates CPA
 Wetherby Asset Management Fees
 Harrington Group, CPA Annual Audit Fees
 T & S Maintenance
 Trainee Stipends to be selected
 OTHER
 Bank Fees
 Legal Fees
 Job Advertising
 Back Ground Checks/Fingerprinting
 Meals & Entertainment
 Therapy Materials
 Depreciation Expense
 Payroll Expense
 Tax and Licenses

TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: <u> </u> (grant title)	GRANT #2: <u> </u> (grant title)	WORK ORDER #1: <u> </u> (dept. name)	WORK ORDER #2: <u> </u> (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 10-11	Term: 10-11	Term: <u> </u>	Term: <u> </u>	Term: <u> </u>	Term: <u> </u>
\$ 13,729.99	13,729.99				
\$ 1,911.00	1,911.00				
\$ 2,368.60	2,368.60				
\$ 840.00	840.00				
\$ 70.00	70.00				
\$ 1,678.81	1,678.81				
\$ -	-				
\$ 300.00	300.00				
\$ 4,000.00	4,000.00				
\$ -	-				
\$ -	-				
\$ 805.00	805.00				
\$ 1,050.00	1,050.00				
\$ 945.00	945.00				
\$ 1,062.60	1,062.60				
\$ -	-				
\$ -	-				
\$ 17.50	17.50				
\$ 70.00	70.00				
\$ 49.00	49.00				
\$ -	-				
\$ -	-				
\$ -	-				
\$ 2,772.00	2,772.00				
\$ 315.00	315.00				
\$ 70.00	70.00				
\$ -	-				
\$ -	-				
\$ -	-				
\$ 32,054.50	\$32,055	\$0	\$0	\$0	\$0

TOTAL OPERATING EXPENSE

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

FISCAL YEAR:		2010-2011		APPENDIX #: B-4 Page 1			
LEGAL ENTITY NAME:		Oakes Children's Center, Inc.		PROVIDER #: 8859			
PROVIDER NAME:		Oakes Children's Center Day Treatment					
REPORTING UNIT NAME::		Oakes Outpt.	Oakes Outpt.				
REPORTING UNIT:		88594	88594				
MODE OF SVCS / SERVICE FUNCTION CODE		15/10-59	15/60-69				
SERVICE DESCRIPTION		MH Svcs	Medication Support	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:		7/1/10-6/30/11	7/1/10-6/30/11				
FUNDING USES:							
SALARIES & EMPLOYEE BENEFITS		27,500					27,500
OPERATING EXPENSE			50,000				50,000
CAPITAL OUTLAY (COST \$5,000 AND OVER)							0
SUBTOTAL DIRECT COSTS		27,500	50,000	0	0	0	77,500
INDIRECT COST AMOUNT							0
TOTAL FUNDING USES:		27,500	50,000	0	0	0	77,500
CBHS MENTAL HEALTH FUNDING SOURCES							
FEDERAL REVENUES - click below							
SDMC Régular FFP (50%)		13750	25,000				38,750
ARRA SDMC FFP (11.59)		3187	5,795				8,982
STATE REVENUES - click below							
EPSDT State Match		9188	16,705				25,893
REALIGNMENT FUNDS							
COUNTY GENERAL FUND		1375	2,500				3,875
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		27,500	50,000				77,500
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS/PROJECTS - click below		CFDA #:					
Please enter other here if not in pull down							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
COUNTY GENERAL FUND							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL DPH REVENUES		27,500	50,000				77,500
NON-DPH REVENUES - click below							
TOTAL NON-DPH REVENUES		0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)		27,500	50,000				77,500
CBHS UNITS OF SVCS/TIME AND UNIT COST:							
UNITS OF SERVICE ¹							
UNITS OF TIME ²							
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		2.59	4.80	0.00	0.00	0.00	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)		2.59	4.80	0.00	0.00	0.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)		2.77	5.77				
UNDUPLICATED CLIENTS		28	7				

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 88594
 Provider Name (same as line 8 on DPH 1): Oakes

APPENDIX #: B-4 Page 2
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
PVOP Clinician	0.31	\$ 16,500.00	0.31	\$ 16,500.00								
Training Coordinator	0.10	\$ 5,500.00	0.10	\$ 5,500.00								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
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	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
TOTALS	0.41	\$22,000	0.41	\$22,000	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS	25%	\$5,500	25%	\$5,500	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		\$27,500		\$27,500		\$0		\$0		\$0		\$0

DFR 6. Contract-wide Indirect Detail

CONTRACTOR NAME: Oakes

DATE: 9/27/10

FISCAL YEAR:

2010-2011

LEGAL ENTITY #: 00349

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Development Manager	0.25	\$ 13,724
Business Manager	0.30	\$ 14,677
Finance Manager	0.25	\$ 13,000
Program Assistant	0.09	\$ 3,424
Executive Director	0.21	\$ 20,512
EMPLOYEE FRINGE BENEFITS		\$ 16,333
TOTAL SALARIES & BENEFITS		\$ 81,670

2. OPERATING COSTS

Expenditure Category	Amount
Rental of Property	\$ 14,638
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 1,449
Office Supplies, Postage	\$ 2,022
Building Maintenance Supplies and Repair	\$ 1,428
Printing and Reproduction	\$ 1,019
Insurance	\$ 2,854
Staff Training	\$ 1,890
Staff Travel-(Local & Out of Town)	\$ 210
Contractors	
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	
Gilmore & Associates CPA	\$ 1,369
Wetherby Asset Management Fees	\$ 1,785
Harrington Group, CPA Annual Audit Fees	\$ 1,607
T & S Maintenance	\$ 592
OTHER	
Bank Fees	\$ 30
Legal Fees	\$ 119
Job Advertising	\$ 83
Dues & Subscriptions	\$ 240
Back Ground Checks/Fingerprinting	\$ 30
Meals & Entertainment	\$ 1,461
Depreciation Expense	\$ 4,712
Payroll Expense	\$ 536
Tax and Licenses	\$ 119
TOTAL OPERATING COSTS	\$ 38,191

TOTAL INDIRECT COSTS

\$ 119,861

Salaries & Benefits + Operating Costs)

CBHS BUDGET JUSTIFICATION

Provider Number (same as line 7 on DPH 1):	8859
Provider Name (same as line 8 on DPH 1):	Oakes
Date: 07/01/2010	Fiscal Year: 10-11

Salaries and Benefits	Salaries	FTE
Program Assistant: coordinate track PURQ paperwork; maintain therapy room schedules		
minimum qualifications: High School Diploma; 1.0 FTE=34826.16	\$6,965	0.20
Office Assistant: coordination of medical charts; Med. Cal. compliance		
minimum qualifications: B.A. or related experience .50 FTE = 12854.40	\$2,571	0.20
Mental Health Rehab Specialist: Assigned to Room 1 performs behavior interventions when students in crisis, daily notes to medical charts.		
minimum qualifications: A.A. plus six years experience 1.0 FTE=37182.96	\$37,183	1.00
Mental Health Rehab Specialist: Assigned to Room 2 performs behavior interventions when students in crisis, daily notes to medical charts.		
minimum qualifications: A.A. plus six years experience 1.0 FTE=32535.09	\$32,535	1.00
Mental Health Rehab Specialist: Assigned to Room 3 performs behavior interventions when students in crisis, daily notes to medical charts.		
minimum qualifications: A.A. plus six years experience 1.0 FTE=36100.08	\$36,100	1.00
Mental Health Rehab Specialist: Assigned to Room 4 performs behavior interventions when students in crisis, daily notes to medical charts.		
minimum qualifications: A.A. plus six years experience 1.0 FTE=37110.30	\$37,110	1.00
Mental Health Floor Manager: Assist classrooms with Positive Behavior System. Supports staff with behavior interventions and students in crisis.		
minimum qualifications: A.A. plus six years experience 1.0 FTE=44032.56	\$22,016	0.50
Mental Health Behavioral Floater: assist classroom staff with Positive Behavior System, participates in staff development and training		
minimum qualifications: A.A. plus six years experience .70 FTE=21840.	\$13,322	0.60
Clinical Coordinator: facilitate various clinical operations at Oakes, insuring documentation is completed, leadership role in training staff.		
minimum qualifications: PhD. California licensed Psychologist .90 FTE=65533.05	\$61,947	0.94
Training Coordinator: organize and recruit pre and post doctoral students, supervise trainees and document clinical work; PDD clinical clients lead socialization work		
minimum qualifications: Child Psychologist PhD expertise in child assessment using cognitive and projective instruments CA license .70 FTE=57560.51	\$57,561	1.00
Supervising Clinician: performs clinical duties individual/group therapy, crisis intervention, supervising interns, PDD therapy lead evening support group.		
minimum qualifications: LCSW, MFT or PhD 1.0 FTE=58502.16	\$58,502	1.00
Classroom Clinician Rm1: perform clinical duties individual/group therapy; facilitate intake and discharge; PDD clinical duties		
minimum qualifications: MSW/MA/PhD licensed or eligibility for licensure 1.0 FTE=52800.	\$52,800	1.00
Classroom Clinician Rm2: perform clinical duties individual/group therapy; facilitate intake and discharge; PDD clinical duties		
minimum qualifications: MSW/MA/PhD licensed or eligibility for licensure 1.0 FTE=52800.	\$52,800	1.00

Formulas to be expressed with FTE's, square footage, or % of program within agency - not as a total amount divided by 12 months for a monthly allocation.

Occupancy:

Rent:

Building Lease 12 months 12,800 = 153600.00

Equipment Leases 12 months 520.00 = 6240.00

Programs FTE = 32% B-1; 10% B-3 \$68,404

Utilities:

PG & E Annual \$14,800

Scavenger Annual \$4,200.00

PUC Water Annual \$1,800.00

Phone Annual \$6,000.00

Programs FTE = 32% B-1; 7% B-3 \$10,647

Cell Phones Direct Costs B-2 \$2,400.00 \$2,400

Building Maintenance:

Annual \$12,000

Programs FTE = 32% B-1; 7% B-3 \$4,680

Total Occupancy: \$86,131

Materials and Supplies:

Office Supplies:

Program, Computer, Office, Janitorial

Annual \$22,850.

Programs FTE = 32% B-1; 10% B-3 \$9,682

Direct Cost B-2 Program \$440

Printing/Reproduction:

Annual \$1,000

Programs FTE = 32% B-1; 7% B-3 \$390

Therapy Supplies:

Direct Cost B-1 \$1,500

Food/Behavioral Rewards:

Direct B-1 \$2,610

Direct B-2 \$1,800

Direct B-3 \$4,000

Total Materials and Supplies: \$20,422

General Operating:

Insurance:

Insurance Annual \$23,600.

Programs FTE = 32% B-1; 7% B-3 \$9,353

Staff Training:

Direct Costs B-1 \$2,800

Direct Costs B-2 \$2,300

OTHER

Annual Fees Bank/Legal \$1250 Programs FTE = 32% B-1; 7% B-3 \$488

Annual Job Advertising \$700 Programs FTE = 32% B-1; 7% B-3 \$273

Annual Background Check \$2,500 B-1 FTE = 32% \$800

Direct Meals & Entertainment B-1 \$860

Annual Depreciation Expense \$39,600 FTE = 32% B-1; 7% B-3 \$15,444

Annual Payroll Expense \$4500 FTE = 32% B-1; 7% B-3 \$1,755

Annual Taxes and Licenses \$1000 FTE = 32% B-1; 7% B-3 \$390

Programs FTE = 32% B-1; 7% B-3

Total General Operating: \$34,463

Staff Travel (Local & Out of Town):

Direct Costs B-1 \$1,100

Direct Costs B-2 \$1,000

Direct Costs B-3 \$300

\$2,400

Consultants/Subcontractors:

Julie Tapley Direct B-2 \$21,000

Dr. Fleckles Direct B-1 \$27,500

Dr Fleckles Direct B-4 \$50,000

Annual Professional Services CPA \$11,500 Programs FTE = 32% B-1; 7% B-3 \$4,485

Annual Asset Management Fees \$15,000 Programs FTE = 32% B-1; 7% B-3 \$5,850

Annual Audit Fees CPA \$13,500 Programs FTE = 32% B-1; 7% B-3 \$5,265

Annual T & S Maintenance Services \$15,180 Programs FTE = 32% B-1; 7% B-3 \$5,920

Trainee Stipends Direct B-1 \$5,000

Total Consultants/Subcontractors: \$125,020

TOTAL OPERATING COSTS: \$268,436

CAPITAL EXPENDITURES: (If needed - A unit valued at \$5,000 or more) \$0

TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$1,213,802

INDIRECT COST: \$119,862

Appendix D
Additional Terms

I. HIPAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that CONTRACTOR falls within the following definition under the HIPAA regulations:

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- A Business Associate subject to the terms set forth in Appendix E;
- Not Applicable, CONTRACTOR will not have access to Protected Health Information.

2. THIRD PARTY BENEFICIARIES

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

3. CERTIFICATION REGARDING LOBBYING

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

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

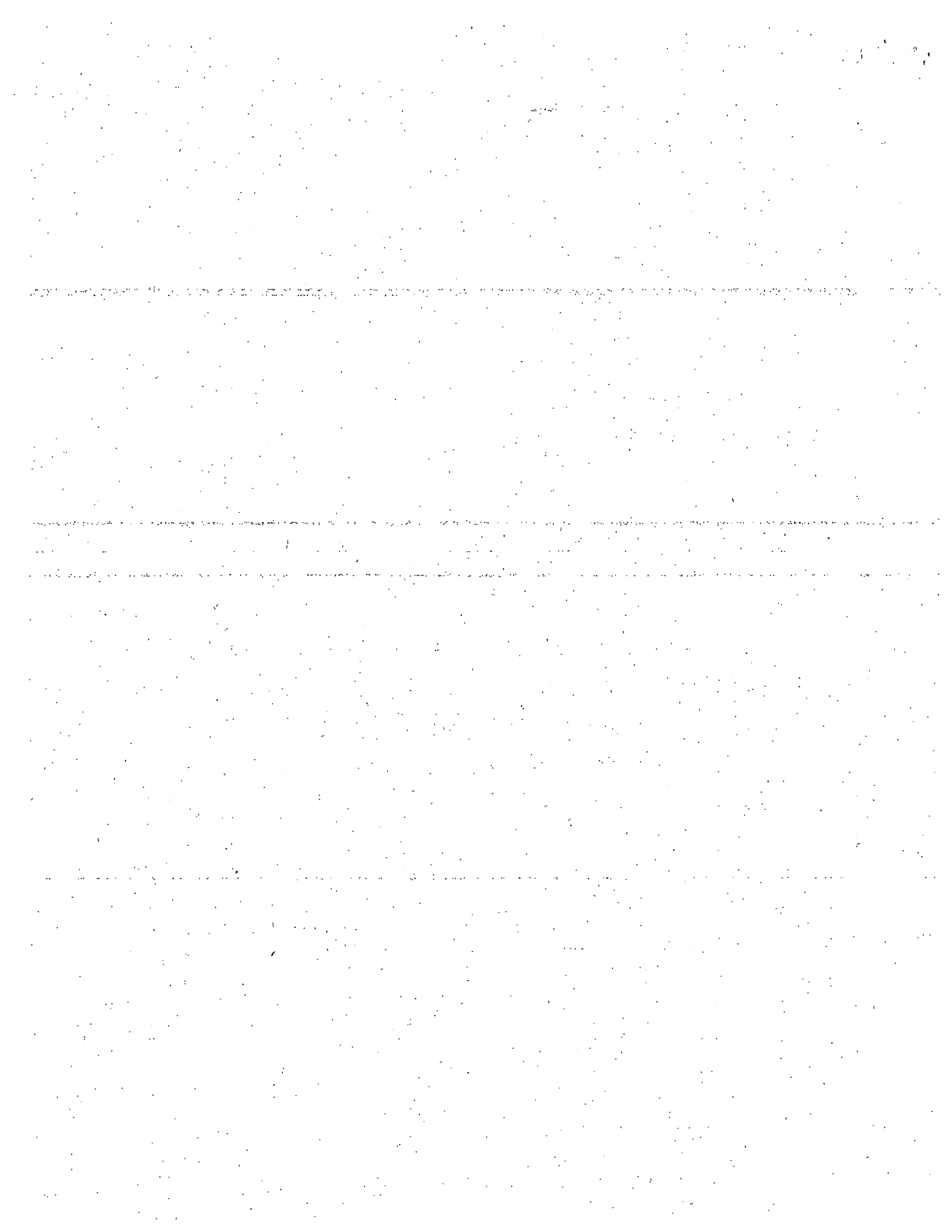
B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this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

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

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

4. MATERIALS REVIEW

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



Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

RECITALS

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

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

1. Definitions

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

- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
 - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
 - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
 - c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
 - d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R Section 164.308(b)]. BA shall comply with the policies

and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.R.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record; BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections

164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Business Associate's Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.
- n. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

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

4. Limitation of Liability

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

5. Disclaimer

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

6. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. Amendment

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

8. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Interpretation

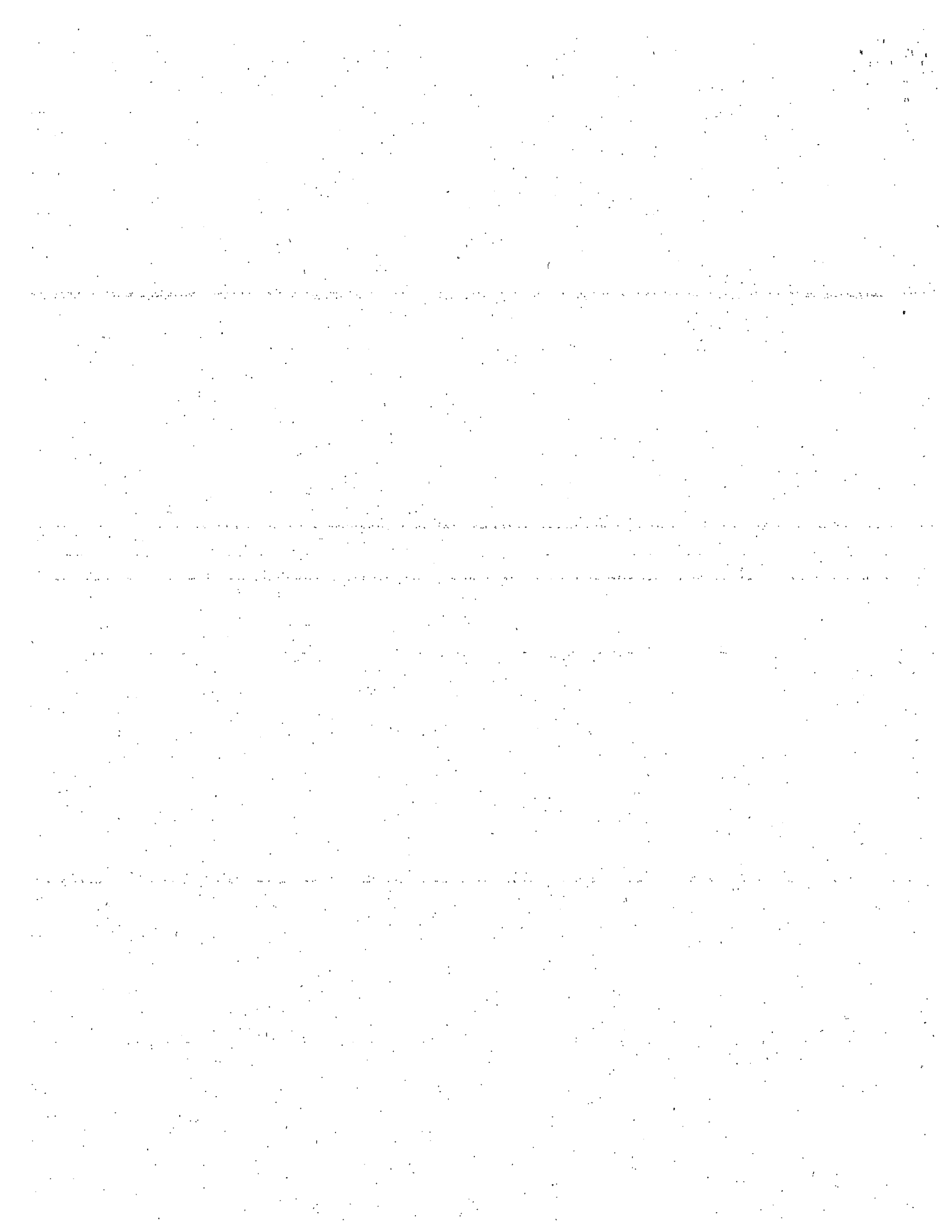
The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

12. Replaces and Supersedes Previous Business Associate Addendums or Agreements

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

**Appendix F
Invoice**

Page 1



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

Appendix F
 PAGE A

Control Number: _____

Contractor : Oakes Children's Center
Address: 1550 Treat Ave., San Francisco, CA 94110
Tel No.: (415)641-8000
Fax No.: (415)641-8002
Funding Term: 07/01/2010 - 06/30/2011
PHP Division: Community Behavioral Health Services

INVOICE NUMBER : M01 JL 0
CL Blanket No.: BPHM TBD
CL PO No.: POHM TBD
Fund Source: General Fund
Invoice Period : July 2010
Final Invoice: _____ (Check if Yes)
ACE Control Number: _____

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

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 Oakes Dy Tx RU# 88592												
10/ 85-89 Day Tx Intensive Full Day	3,944				\$ 202.45	\$ -	0.000		0.00%		3,944.000	\$ 798,462.80
45/ 10 - 19 MH Promotion	5,019				\$ 1.06	\$ -	0.000		0.00%		5,019.000	5,320.14 \$ 803,782.94
B-2 SED RU# 8859SD												
15/ 10 - 59 MH Svcs	74,596				\$ 2.59	\$ -	0.000		0.00%		74,596.000	193,203.64
45/ 10 - 19 MH Promotion	4,929				\$ 1.06	\$ -	0.000		0.00%		4,929.000	5,224.74
15/ 60 - 69 Medication Support	187				\$ 4.80	\$ -	0.000		0.00%		187.000	897.60
15/ 01 - 09 Case Mgt Brokerage	896				\$ 2.01	\$ -	0.000		0.00%		896.000	1,800.96 201,126.94
B-3 Oakes EPSDT RU# 88593												
15/ 10 - 59 MH Svcs	66,878				\$ 2.59	\$ -	0.000		0.00%		66,878.000	173,214.02
15/ 60 - 69 Medication Support	1,147				\$ 4.80	\$ -	0.000		0.00%		1,147.000	5,605.60
15/ 01 - 09 Case Mgt Brokerage	1,244				\$ 2.01	\$ -	0.000		0.00%		1,244.000	2,500.44 \$ 181,220.06
B-4 Oakes Outpatient RU# 88594												
15/ 10 - 59 MH Svcs	10,618				\$ 2.59	\$ -	0.000		0.00%		10,618.000	27,500.62
15/ 60 - 69 Medication Support	10,417				\$ 4.80	\$ -	0.000		0.00%		10,417.000	50,001.60 \$ 77,502.22
TOTAL	179,875		0.000				0.000		0.00%		179,875.000	\$ 1,263,632.16

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

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to:
 DPH Fiscal/Invoice Processing
 1380 Howard St. - 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory Date



Appendix G

Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors 9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute

shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

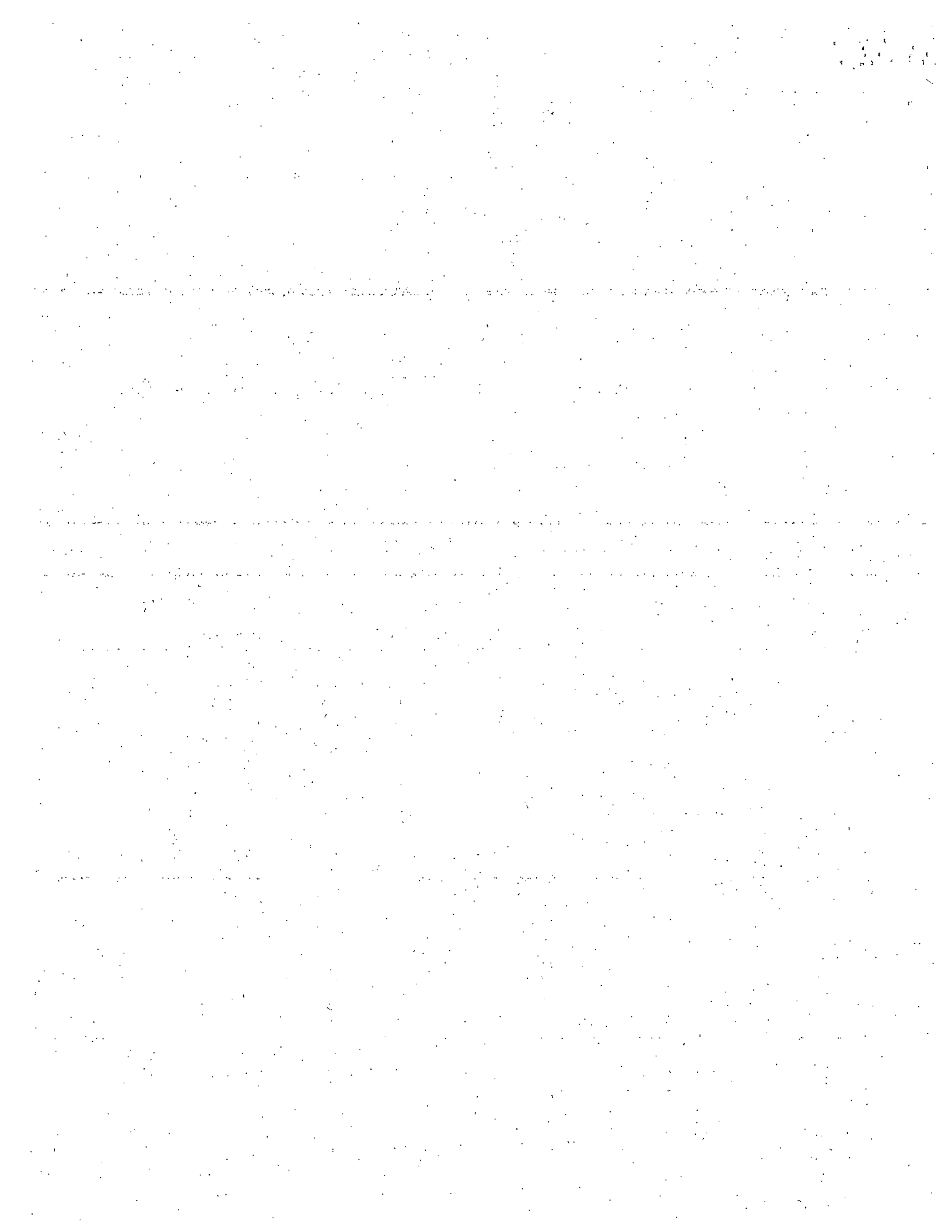
As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

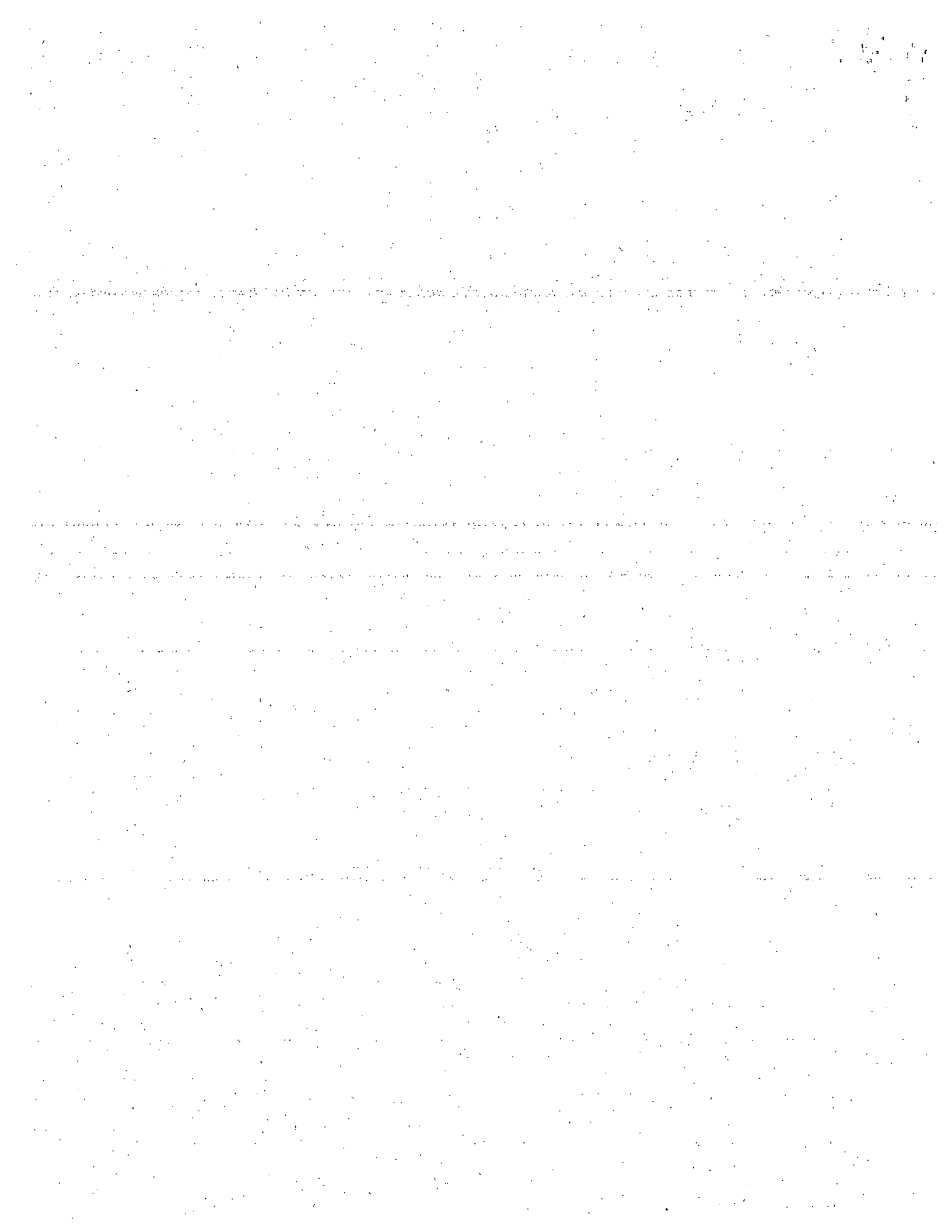


Appendix I

Emergency Response

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. Such plan shall be in compliance with the Emergency Response Plan of the Department of Public Health. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service sites. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during site visits.

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.



Appendix J
FAMILY MOSAIC ONLY
STATE FUNDED
CHILDREN'S MENTAL HEALTH SERVICES

A. CITY's Obligations:

This contract does not relieve the CITY of its obligations under Contract No. 95-23408 or its successors with the State of California.

B. Disclosure of Ownership and Control:

CONTRACTOR agrees to complete Appendix F giving the names and addresses of the following: (a) officers and owners of the CONTRACTOR, (b) stockholders owning more than 10% of the stock issued by the CONTRACTOR, (c) major creditors holding more than 5% of the debt of the CONTRACTOR.

C. Effective Date of Agreement:

When this Agreement covers services included under the CITY's Contract No. 95-23408, or its successors, with the State of California, the Agreement shall not become effective until the later of the notification of certification of funds by the CONTROLLER or approval by the Department of Health Services (DHS) in writing, or by operating of law where DHS has acknowledged receipt of the Agreement and has failed to approve or disapprove the Agreement within 30 days of receipt. If the effective date of this Agreement is later than the first day of the term referenced in Section 2, the Agreement shall be retroactive to the first day of the term.

D. Debarment and Suspension Certification:

(1) By signing this agreement, CONTRACTOR agrees to comply with the applicable federal suspension and debarment regulations and certifies the following:

(a) CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a federally sponsored project by any federal department or agency;

(b) CONTRACTOR has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) CONTRACTOR is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the foregoing paragraph of this certification; and

(d) CONTRACTOR has not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) CONTRACTOR shall not knowingly enter into any lower tier covered transaction with a person or firm that is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transactions, unless authorized by the State. CONTRACTOR may rely on the certification of a prospective participant in a lower tier covered transaction unless it knows that the certification is erroneous. CONTRACTOR may, but is not required to, check the Procurement and Non-procurement List issued by U.S. General Service Administration at the following internet site: <http://epls.arnet.gov/>

(f) CONTRACTOR will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(2) If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to the CITY Program funding this agreement.

(3) The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

(4) If CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal government, CITY may terminate this agreement for cause or default.

E. City Sole Payer, State Held Harmless

When this Agreement covers services included under the CITY's Contract No. 95-23408, or its successors, with the State of California, the CITY is the sole party responsible for paying CONTRACTOR for SERVICES rendered under this Agreement. CONTRACTOR shall hold harmless the clients to whom SERVICES are provided and the State of California and its officers, agents and employees from any claim for payment of SERVICES rendered under this Agreement.

F. Records

CONTRACTOR agrees that it has the duty and responsibility to make available to the Director of Public Health 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 (until the expiration of five years after the end of the fiscal year in which SERVICES are furnished under the contract. Such access shall include making the books, documents and records available for inspection, examination or copying by the CITY, the California of Health Services or the U.S. Department of Health and Human Services and the Controller General of the United States at all reasonable times at the CONTRACTOR'S place of business or at such other mutually agreeable location in California. This provision shall also apply to any subcontract under the contract and to any contract between a subcontractor and related organizations of the subcontractor, and to their books, documents and records). The CITY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

G. Notices

CONTRACTOR acknowledges that it is responsible for notifying the California Department of Health Services in the event this contract is terminated prior to the stated term of the contract, or is amended during the term of the contract. Notices must be sent by CONTRACTOR via First Class Mail to:

To the STATE: Department of Health Services
Medi-Cal Managed Care Division
714 P Street, Room 600
Sacramento, CA 95814

H. Assignment

If CONTRACTOR is providing services included under the CITY's Contract No. 95-23408 or its successors with the State of California, CONTRACTOR understands that, in the event of such assignment or delegation, prior written consent must also be obtained from the California Department of Health Services.

I. Modification

When this Agreement covers SERVICES included under the CITY's Contract No. 95-23408, or its successors, with the State of California, such modification shall not become effective until the later of the notification of certification of funds by the CONTROLLER or approval by the Department of Health Services (DHS) in writing, or by operation of law where DHS has acknowledged receipt of the Agreement and has failed to approve or disapprove the Agreement within 30 days of receipt.

Appendix K

SUBSTANCE ABUSE PROGRAMS

such as

Drug Medi-Cal,

Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,

Primary Prevention or

State Funded Services

(e.g., Bay Area Services Network/BASN)

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

(Note: For the purposes of this Appendix, "DMC" shall mean Drug Medi-Cal.)

Document 2A: *Sobky v. Smoley*, February 1, 1995

Document 2B: Provider Waiting List Record

Document 2C: California Code of Regulations, Title 22

Document 2D: Perinatal Services Monthly Report

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics

CONTRACTOR and/or any other providers of DMC funded services be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations.

CONTRACTOR'S subcontracts shall require that providers comply with the following regulations and guidelines:

- (a) Title 21 CFR Part 1300, et seq., Title 42, CFR, Part 8;
- (b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);
- (c) Title 22, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);
- (d) Alcohol and/or Other Drug Program Certification Standards (Document 1P); and
- (e) Title 9, Sections 10000, et seq.

In the event of conflicts, the provisions of Title 22 shall control.

FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:

Subcontractor Documentation

Any agreement with a subcontractor that is not licensed or certified by State shall require the subcontractor to submit organizational documents to State within 30 days of its execution of an initial subcontract or within 90 days of the renewal or continuation of an existing subcontract. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

Records

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. CONTRACTOR will make these records available to State, upon request, to evaluate the quality and quantity of SERVICES, accessibility and appropriateness of SERVICES, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by CONTRACTOR.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
5. CONTRACTOR'S subcontracts shall require that all subcontractors comply with the requirements of this Section A.
6. Should a subcontractor discontinue its contractual agreement with CONTRACTOR, or cease to conduct business in its entirety, CONTRACTOR shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If CONTRACTOR cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, CONTRACTOR shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

Control Requirements

1. Performance is subject to all applicable federal and State laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC, Sections 11757(a) and (b), CONTRACTOR shall (i) establish, and shall require subcontractors to establish, written accounting procedures consistent with the following requirements, and (ii) be held

accountable for audit exceptions taken by State against CONTRACTOR and its subcontractors for any failure to comply with these requirements:

- (a) HSC, Division 10.5;
- (b) Title 9, California Code of Regulations, Division 4;
- (c) Government Code, Article 1.7, Federal Block Grants, Chapter 2, Part 2, Division 4, Title 2, commencing at Section 16366.1;
- (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- (e) Title 42, United States Code (USC), Section 300x-5;
- (f) Block Grant [Public Law 102-321 (Title 42, USC, commencing at §101)];
- (g) Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996 (Public Law 104-156) and corresponding OMB Circular A-133 (Revised June 24, 1997);
- (h) Title 45 Code of Federal Regulations (CFR), Part 96, Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant;
- (i) Title 21, CFR, Part 291 (Food and Drug Administration Requirements for Narcotic Treatment Programs);
- (j) Title 21, CFR, Part 1300, et. seq. (Drug Enforcement Administration Requirements for Food and Drugs); and
- (k) State Administrative Manual, Chapter 7200

CONTRACTOR shall be familiar with the above laws and regulations and shall assure that its subcontractors are also familiar with such laws.

2. Title 45, CFR, Part 96, Subpart L, as amended by PL 106-310, the Children's Health Act of 2000, contains the minimal provisions that are to be adhered to by CONTRACTOR in the expenditure of the Substance Abuse Prevention and Treatment Block Grant funds. 45 CFR 96, Subpart L, is incorporated by reference.

3. Documents 1C and 1D incorporated by this reference, contain additional requirements that shall be adhered to by those CONTRACTORS that receive the types of funds specified by each document and referenced in Appendix A1. These Appendixes and documents are:

- (a) Document 1C, Driving Under the Influence Program Requirements; and
- (b) Document 1D, Bay Area Services Network (BASN) Services to California Department of Corrections (CDC) -- Parolee Services Network Projects
- (c) Document 1G, incorporated by this reference, "Perinatal Services Network Guidelines," contains the requirements for perinatal programs

Document 1T, incorporated by this reference, "Prevention Activities Data System (PADS) Forms," collects information required in the SDFSC Act and SAPT Block Grants. Reports are required from primary prevention providers on a yearly basis.

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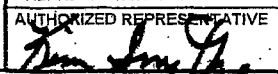
PRODUCER: Parallone Pacific Insurance Services, LLC OF84441 859 Diablo Avenue Novato CA 94947 Phone: 415-493-2500 Fax: 415-493-2505		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED: Oakes Children's Center Inc 1550 Treat Avenue San Francisco CA 94110		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: NIAC	
		INSURER B: Cypress Insurance Company	
		INSURER C: North American Elite	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab \$1M/\$3M <input checked="" type="checkbox"/> Sex Abuse \$1M/\$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2010-19626-NPO	06/01/10	06/01/11	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2010-19626-NPO	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	2010-19626-UMB-NPO	06/01/10	06/01/11	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	3300057 151-101	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER Crime Coverage	CWB00.06425-03-19626	06/01/10	06/01/11	EE Dishon	150,000
						Ded	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 day notice of cancellation will be given for non-payment of premium.
 The City and County of San Francisco, its agents, officers and employees are added as additional insureds as respects liability and auto liability but only with respect to the operations of the named insured per Form CG 2026 7/04 attached.

CERTIFICATE HOLDER DEPTOFF Department of Public Health Community, Mental Health Services - Ada Ling 1380 Howard Street San Francisco CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

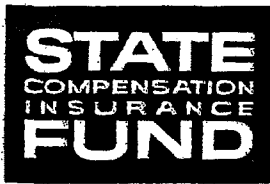
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>The City and County of San Francisco, its agents, officers and employees, Department of Public Health Community, Mental Health Services Attn: Ada Ling 1380 Howard Street San Francisco, CA 94103</p>
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.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2010

GROUP:
POLICY NUMBER: 1937051-2010
CERTIFICATE ID: 9
CERTIFICATE EXPIRES: 07-01-2011
07-01-2010/07-01-2011

DEPARTMENT OF PUBLIC HEALTH COMMUNITY NC
MENTAL HEALTH SERVICES - ADA LING
1380 HOWARD ST
SAN FRANCISCO CA 94103-2638

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Douglas V Stewart
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

OAKES CHILDREN'S CENTER
1550 TREAT AVE
SAN FRANCISCO CA 94110

NC

October 05, 2015

Oakes Children's Center

\$13,646,536

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Oakes Children's Center	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.	
<ol style="list-style-type: none"> 1. Joseph Seidler, Chair; Lisa Friedman, Vice Chair; Erin Frazor, Secretary; Jake Bullock, member; Laura M Chau, member; D. Austin Hare, member; Frixos Michael, member; Jerry Zhou, member 2. Cindy Meyers, Interim Executive Officer, Laurence Brenner, Clinical Director 3. N/A 4. Dr. Scott Lee, Psychiatrist; Dr. Fleckles, Psychiatrist; Julie Tapley, Supervisor. 5. N/A 	
Contractor address: 1550 Treat Ave, San Francisco, CA 94110	
Date that contract was approved:	Amount of contract: Not to exceed \$13,646,536
Describe the nature of the contract that was approved: Mental Health Services	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Relocation Appeals Board, and Local Workforce Investment Board) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

