

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

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AGREEMENT

This Agreement is made this **1st** day of **July 2018** in the City and County of San Francisco, State of California, by and between The Regents of the University of California, on behalf of its San Francisco campus, acting by and through its Office of Research, a California Constitutional corporation, 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 Contractor wishes to **provide mental health management services**; and,

WHEREAS, a Request for Proposal (“RFP”) was issued on **June 11, 2017**, and City selected Contractor as a qualified vendor pursuant to the RFP; and

WHEREAS, Contractor represents that it is qualified to perform the services required by City as set forth under this Contract and shall remain so for the term of the Agreement;

WHEREAS, the services to be provided by Contractor under this Agreement are not covered by the Affiliation Agreement;

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **40587-17/18** on **November 20, 2017**;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions [Reserved.]

Article 2 Term of the Agreement

2.1 Term.

The term of this Agreement shall commence on **July 1, 2018** and expire on **June 30, 2019**, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

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

3.2 **Guaranteed Maximum Costs (“GMC”)**

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

3.3 **Compensation.**

3.3.1 **Payment.** 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 Public Health**, concludes has been performed as of the **last** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Six Hundred Sixteen Thousand, Five Hundred Eight Dollars (\$9,616,508)**. 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. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 **Deficiencies; Payment Disputes.** Payments to Contractor by City shall not excuse Contractor from its obligation to replace Services not performed in accordance with the terms of this Agreement, even if such deficiencies may not have been apparent or detected at the time such payment was made. The Parties shall submit all payment disputes, if any, to dispute resolution under Section 11.6 (Dispute Resolution).

3.3.3 **(Reserved.)**

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in this Article 3, to Contractor at the address specified in Section 11.1 “Notices to the Parties,” or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **LBE Payment and Utilization Tracking System. [Reserved.]**

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

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

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

3.3.7 Federal or State Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement.

(b) **Reserved Grant Terms.**

3.4 Contract Amendments; Budgeting Revisions.

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

3.4.2 **City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase services or scope identified in Appendix A (Statement of Work) or Appendix B (Calculation of Charges) in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the GMC or the Term by use of a written City Program Budget Revision.

3.5 Audit and Inspection of Records.

3.5.1 Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than ten (10) 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

3.5.2 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.

3.5.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.3 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

3.6 Submitting False Claims.

Pursuant to San Francisco Administrative Code Section 21.35, but and subject to any applicable statutory or constitutional exemptions, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.7 Payment of Prevailing Wages [Reserved (Not a Public Work).]

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform.

Contractor agrees to perform the Services provided for in Appendix A, "Statement of Work." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for Services beyond the scope listed in Appendix A unless Appendix A is modified as provided in Sections 3.4 above (Contract Amendments; Budgeting Revisions).

4.2 Qualified Personnel.

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

4.3 **Subcontracting.**

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

4.3.2 Contractor will not employ subcontractors.

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

4.4.1 **Independent Contractor.** Contractor shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section in accordance 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 Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.**

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor

which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City.

Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section, but only in proportion and to the extent such claims, losses, costs, damages, and expenses, including attorney's fees, are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

4.5 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 Contractor, except as provided in Paragraph 4.3 above, unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty.

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

4.7 Liquidated Damages. [Reserved (Business Decision).]

4.8 Bonding Requirements. [Reserved (Business Decision).]

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Each Party shall, at such Party's own expense, obtain, maintain, and keep in full force and effect, at all times during the term hereof, insurance coverage with respect to its property, plant and equipment and its activities conducted thereon and under this Agreement consisting of:

(a) Comprehensive general liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) each claim and Twenty Million Dollars (\$20,000,000) annual aggregate;

(b) Professional liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) each claim and Twenty-Five Million Dollars (\$25,000,000) annual aggregate;

(c) Business interruption insurance covering loss of income for up to twelve (12) months;

(d) Cyber and privacy insurance or technology errors and omissions insurance covering liability and property losses, including liability for data breach, including notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, loss resulting from identity theft and the like with an occurrence or per claim limit of not less than Twenty Million Dollars (\$20,000,000) annual aggregate; and

(e) Workers compensation insurance consistent not less than statutory minimums. Each Party's Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the other Party for all work performed by that Party, its employees, agents and subcontractors.

The general liability coverage referred to in Section 5.1.1(a) above shall be endorsed to include each party as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the indemnifying party, its officers, agents, and/or employees.

5.1.2 Self-Insurance. In lieu of maintaining commercial insurance coverage, a Party may adopt alternative risk management programs which the governing body of such Party determines to be reasonable and which shall not have a material adverse impact on reimbursement from third party payers, including, without limitation, to self-insure in whole or in part individually or in connection with other institutions, to participate in programs of captive insurance companies, to participate with other health care institutions in mutual or other cooperative insurance or other risk management programs, to participate in state or federal insurance programs, to take advantage of state or federal laws now or hereafter in existence limiting medical and malpractice liability, or to establish or participate in other alternative risk management programs.

5.1.3 Company Requirements. Other than with respect to a party's self-insurance or other alternative risk management programs described above, all of the insurance policies required hereunder shall be issued by corporate insurers licensed to do business in California and rated A- or better by A.M. Best Company.

5.1.4 Proof of Insurance. Each Party shall provide the other with proof of the insurance required by this Section 5 upon the reasonable request of the other Party.

5.2 Indemnification.

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

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

Article 6 Liability of the Parties

6.1 Liability of City [Reserved (Business Decision).]

6.2 Incidental and Consequential Damages [Reserved (Waived by Contracting Officer under San Francisco Administrative Code Section 21.23).]

6.3 Liability for Use of Equipment.

Subject to Section 5.2.2, City shall not be liable for any damage to persons or property as a result of Contractor's use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City, while such equipment is in the care, custody, and control of Contractor.

6.4 Ownership of Equipment purchased under this Agreement

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

Article 7 Payment of Taxes

7.1 Reimbursement by City for Sales and Use Taxes.

Subject to any applicable statutory or constitutional exemptions, payment of California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Nothing in this paragraph shall be interpreted as a waiver of any immunities or defenses that Contractor may otherwise have. Sales and use taxes maybe invoiced by Contractor and shall be reimbursed by the City.

7.2 Possessory Interest Tax.

Subject to any applicable statutory or constitutional exemptions, and without waiving its rights afforded to it as a California Constitutional Corporation, Contractor acknowledges that this Agreement may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Not placing any further orders of subcontracts for materials, services, equipment or other items.
- (c) Terminating all existing orders and subcontracts.
- (d) 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.
- (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

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

(b) 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.

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for the same Services covered by Contractor's final invoice; (ii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection.

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

8.2 Termination for Default; Remedies.

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

(1) Either party fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, and such default continues for a period of ten days without cure after written notice thereof from the nonbreaching party to the breaching party. However, the parties may agree in writing to extend the cure period.

(2) Either party (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 such party or of any substantial part of such party'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 such party or with respect to any substantial part of such party'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 such party.

8.2.2 On and after any Event of Default, the nonbreaching party 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.

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

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

8.3 Rights and Duties upon Termination or Expiration.

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

3.3.1	Payment	11.6	Dispute Resolution Procedure
3.3.2	Deficiencies; Payment Disputes	11.8	Construction
3.3.7	Federal or State Funded Contracts	11.9	Entire Agreement
3.5	Audit and Inspection of Records	11.10	Compliance with Laws
3.6	Submitting False Claims	11.11	Severability
Article 5	Insurance and Indemnity	11.12	Cooperative Drafting
Article 6	Liability of Parties	Article 12	Department Specific Terms
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
8.1.6	Payment Obligation	13.3	Business Associate Agreement
Article 9	Rights in Deliverables	13.4	Protected Health Information
12.6	Federal and State Financial Participation		

8.3.1 Subject to the survival of the Sections identified in Section 8.4.1, above, upon termination of this Agreement prior to expiration of the term specified in Article 2, this Agreement shall terminate and be of no further force or effect. When all payments due under this Agreement to the time of termination, less those legally withheld, if any, have been paid by City to Contractor, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired as required pursuant to this Agreement or acquired with funding provided under this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

Article 9 Rights In Deliverables

9.1 Ownership of Results.

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

Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire.

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

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference.

Contractor represents and warrants that it will comply with all applicable laws and regulations in performing the Services. Subject to the foregoing, the full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest.

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.

10.3 Prohibition on Use of Public Funds for Political Activity.

In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G. The Controller will not consider Contractor use of profit as a violation of this section.

10.4 Reserved.

10.5 Nondiscrimination Requirements.

In the performance of this Contract, Contractor covenants and agrees that it will not discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or

University's policy) because of habit, local custom, or otherwise. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, and national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or Contractor's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. [Reserved pursuant to Administrative Code Section 14B.2 (Exception Public Agency Contract).]

10.7 Minimum Compensation Ordinance. [Reserved pursuant to Administrative Code Section 12.P.2(e)11 (Exception Non-Coterminous Boundaries).]

Notwithstanding, but without waiving the foregoing reservation, Contractor understands and agrees that it shall pay employees funded under the Agreement no less than the minimum compensation required under federal or state law.

10.8 Health Care Accountability Ordinance. [Reserved pursuant to Administrative Code Section 12.Q.2(4)(b) (Exception Public Agency status).]

10.9 First Source Hiring Program. [Reserved pursuant to Administrative Code Section 83.4 (Exception Public Agency status).]

10.10 Drug-Free Workplace.

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.

10.11 Limitations on Contributions.

By executing 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. 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. Contractor must inform each such

person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Slavery Era Disclosure [Reserved pursuant to San Francisco Administrative Code Section 12Y.4 (Non - Insurance, Finance, Textile Contract).]

10.13 Working with 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.

10.14 Consideration of Criminal History in Hiring and Employment Decisions [Reserved pursuant to OCA Waiver, Administrative Code Section 12T.8]

10.15 Public Access to Nonprofit Records and Meetings.

Notwithstanding, but without waiving the reservation above, Contractor understands and agrees that it shall comply with all state and federal rules and regulations regarding public access to meetings and records.

10.16 Food Service Waste Reduction Requirements.

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

10.17 Sugar-Sweetened Beverage Prohibition.

To the extent required by law, Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as set forth in San Francisco Administrative Code Chapter 101, as part of its performance of obligations to the City under this Agreement.

10.18 Tropical Hardwood and Virgin Redwood Ban.

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

10.19 Preservative Treated Wood Products.

In the performance of this Agreement, should Contractor purchase preservative-treated wood products on behalf of the City, Contractor shall only purchase such products from the list of alternatives adopted by the Department of the Environment, unless otherwise granted an exemption.

Article 11 General Provisions

11.1 Notices to the Parties.

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

To CITY: Office of Contract Management and Compliance
 Department of Public Health
 1380 Howard Street, 4th Floor fax: (415) 252-3088
 San Francisco, California 94103 e-mail: april.monegas@sfdph.org

 and: **Mario Hernandez**
 Program Manager, Contract Development and Technical Assistance
 San Francisco Department of Public Health
 1380 Howard Street, 5th Floor tel: 415-255-3503
 San Francisco, CA 94103 email: mario.hernandez@sfdph.org

To CONTRACTOR: The Regents of the University of California
 UCSF Office of Sponsored Research
 Contracts and Grants Division
 3333 California Street, Suite 315
 San Francisco, CA 94143-0962 fax: (415) 476-8158
 (if overnight, use zip code 94118) e-mail: albert.yu@sfdph.org

 And: **Elizabeth Kong**
 UC SFGH Clinical Practice Group SFGH/Comm Focus PGM (SPR)
 Principal Contact
 3333 California Street, Suite 315 fax: (415) 476-9634
 San Francisco, CA 94110 e-mail: elizabeth.kong@ucsf.edu

PAYMENTS: Payee: “The Regents of the University of California”
 Mail to:
 Mail Remittance Cashier
 Accounting Office
 University of California, San Francisco
 1855 Folsom Street, Suite 425
 San Francisco, CA 94143-0815
 (if overnight, use zip code 94103)

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

11.2 Compliance with Americans with Disabilities Act.

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

11.3 Reserved.

11.4 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.

11.5 Modification of this Agreement.

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

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement 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.

11.6.2 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.

11.7 Agreement Made in California; Venue.

The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in San Francisco.

11.8 Construction.

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

11.9 Entire Agreement.

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

11.10 Compliance with Laws.

The parties shall comply with all applicable laws in the performance of this Agreement. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed as Contractor's contractual commitment to any law, regulation or ordinance to which Contractor is exempt as a California Constitutional Corporation.

11.11 Severability.

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of 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.

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, and the Statement of Work attached as Appendix A. The terms of this Agreement are to be read and interpreted together with all other documents, appendices, exhibits, and addenda attached to the Agreement as a single agreement. If the Agreement was procured under a Request for Proposals, the Parties acknowledge and agree that the scope of this Agreement may not exceed the scope of the RFP.

Article 12 Department Specific Terms

12.1 Emergency Response. [Reserved.]

12.2 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.

12.3 Certification Regarding Lobbying

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

12.3.1 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.

12.3.2 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 the appropriate Federal form, in accordance with the form's instructions.

12.3.3 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.

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

12.4 Materials Review

Except for production or distribution pursuant to a valid Public Records Act request, Contractor agrees that all materials, including print, audio, video, and electronic materials, developed, produced, or distributed in accordance with Appendix A and with funding under this Agreement shall be subject to a thirty (30) working day review and approval by the Contract Administrator prior to such production, development or distribution. A failure by the City to notify Contractor of objections to the materials within said thirty- (30) working day period shall be deemed approval of the materials.

12.5 California State Entity

Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 3.5 (False Claims), 10.2 (Conflict of interest), 10.18 (Tropical Hardwood), 10.11 (Limitation on Contributions), 10.3 (Prohibition on Use of Public Funds for Political Activity), 13.1.1 (Private Information), and 10.16 (Food Service Waste Reduction Requirements) of this Agreement are enforceable only to the extent such provisions are applicable to a California state entity and constitutional corporation and are required by applicable law.

12.6 Federal and State Financial Participation

12.6.1 Contractor acknowledges that some or all of the items, products, or services that Contractor furnishes to City under this Agreement may be included, directly or indirectly, in whole or in part, in claims submitted by City to Federal or State health care programs. By executing this Agreement Contractor certifies that it is not excluded, suspended, ineligible or otherwise sanctioned from participation in any Federal or State assistance programs. Contractor shall notify City, as provided in Section 11.1, within thirty (30) days of any such exclusion, suspension, ineligibility, or other sanction, and City may terminate this Agreement immediately upon written notice to Contractor in the event of any such exclusion, suspension, ineligibility, or other sanction. This is a material term of this Agreement.

12.6.2 Contractor agrees to indemnify and hold harmless City and City's officers, directors, employees, agents, successors and permitted assigns from and against any and all (including but not limited to Federal, State, or third party) civil monetary penalties, assessments, repayment obligations, losses, damages, settlement agreements and expenses (including reasonable attorneys' fees) to the extent arising from the exclusion, suspension, ineligibility, or other sanction of Contractor and/or Contractor's workforce (including those who oversee Contractor's workforce, supervisors and governing body members) from participation in any Federal or State assistance program.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

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

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

13.2 Payment Card Industry (“PCI”) Requirements.

13.3 Business Associate Agreement.

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that Contractor will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
2. **NOT do any of the activities listed above in subsection 1;**
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

This option requires review and approval from the Office of Compliance and Privacy Affairs.

The parties acknowledge and agree that the City and Contractor are each HIPAA Covered Entities and as such may use and disclose Protected Health Information for treatment, payment and health care operations and for other purposes to the extent permitted by HIPAA and other applicable law.

13.4 Protected Health Information.

Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI 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 PHI given to

Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Contractor. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Contractor acknowledges that it has read and understands the above statement of the City.

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

CITY

Recommended by:

Grant Colfax, M.D.
Director of Health
Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

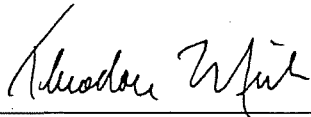
Louise S. Simpson
Deputy City Attorney

Approved:

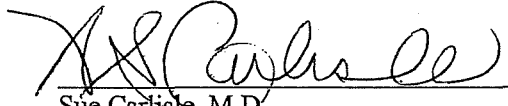
Alaric Degrafinried
Director of the Office of Contract Administration, and
Purchaser

Contractor


Regents of the University of California,
A Constitutional Corporation,
On behalf of its San Francisco Campus



Theodore Miclau, M.D.
Chair, Clinical Practice Group
SFGH Dean's Office, Room 2A21
San Francisco General Hospital
1001 Potrero Ave
San Francisco, California 94110



Sue Carlisle, M.D.
Chair, Clinical Practice Group
SFGH Dean's Office, Room 2A21
San Francisco General Hospital
1001 Potrero Ave
San Francisco, California 94110



Neal Cohen, M.D.
Vice Dean, UCSF School of Medicine

Supplier ID: 0000012358

Appendices

- A: Statement of Work
- B: Calculation of Charges
- C: Insurance Waiver
- D: [Reserved]
- E: HIPAA Business Associate Agreement
- F: Invoice Template

Appendix A Scope of Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Mario Hernandez**, 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.

For services solicited under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

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.

For contracts for the provision of services at San Francisco General or Laguna Honda Hospital and Rehabilitation Center, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

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 correcting known site hazards, the proper use of equipment located at the site, 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."

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.

Other Miscellaneous Optional Provisions:

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, to the extent that the City provides Contractor with the terms of such agreements.

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

- Appendix A-1 Citywide Focus
- Appendix A-1b Citywide Forensics

1. Identifiers:

Program Name: UC Citywide SPR - Citywide Focus & Citywide Forensics
 Program Address: 982 Mission St. 2nd Floor
 City, State, ZIP: San Francisco, CA 94103
 Telephone/FAX: 415-597-8084/415-897-8004
 Website Address: <http://ucsf.edu/>
 Contractor Address (if different from above):
 City, State, ZIP:

Person Completing this Narrative: Fumi Mitsuishi, MD, MS
 Telephone: 415-597-8084
 Email Address: fumi.mitsuishi@ucsf.edu
 Program Code(s) (if applicable): 89113/89119

2. Nature of Document:

New Renewal Modification

3. Goal Statement:

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

4. Target Population:

UC Citywide SPR proposes the continuation of a capitated full-service integrated outpatient behavioral health center treating 575 transitional age youth, adult, and/or older-adult clients identified by BHS. While UC Citywide Focus and Forensics welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of San Francisco adult residents with the highest mental health and social service needs. Over 60% are diagnosed with complicating substance abuse problems, over 65% have been homeless, and many also have criminal justice involvement. Approximately 64% are men, 36% women, 32% white, 35% African-American, 24% Asian, and 9% Latino. We treat consumers in every district of the city, but the largest numbers are in the Tenderloin, South of Market, Bayview and Inner-Mission and Chinatown areas. Many consumers live in SROs, but a significant number (especially Asian and Latino consumers) live with families of origin and others in Residential Care group homes.

5. Modality(s)/Intervention(s)

Under this contract, the UC Citywide SPR provides the following service modalities:

Unit of Service (UOS) Description	UOS	NOC	UDC
Units of Service # Clients Enrolled (575 Max) x Months (12) = 6900	6900	575	
Total UDC Served 575 Clients x .2 (turnover) = 115 575 + 115 = 690			690

Capitation Rate: \$1393.70 per client enrolled (575 max) per month
 (Formula: $\$9,616,508 \div 12 \div 575 = \$1,393.70$)

Outpatient – Case Management Brokerage: means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, other community services. The service delivery ensures beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

Outpatient - Mental Health Services: means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provide as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation or day treatment. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

- Assessment: “Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.
- Plan Development: "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
- Therapy: “Therapy” means a service activity, which is a therapeutic intervention that focuses primarily on the symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries.
- "Rehabilitation" means a service activity which includes assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, meal preparation skills, and support resources; and/or medication education.
- Collateral: “Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

Outpatient - Medication Support Services: means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biological which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluating of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

Outpatient- Crisis intervention Services: is an emergency service (unplanned). Crisis intervention is an immediate therapeutic response, which includes a face-to-face contact when an individual exhibits acute psychiatric symptoms to alleviate problems, which, if untreated, present an imminent threat to the individual or others.

For detailed information regarding these modalities/interventions please see the Cost Reporting/Data Collection (CRDC) pages in the Appendix B of this contract.

6. Methodology:

- Consumers are assertively engaged and followed throughout the system as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in Board & Care are seen at their home regardless of the facility’s location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.

- Hands-on, case management activities to address both the immediate support system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.

A. Describe how your program conducts outreach, recruitment, promotion, and advertisement. Referrals for the programs come from hospitals, CBHS outpatient mental health clinics, jails, and CBHS.

B. Describe your program's admission, enrollment and/or intake criteria and process where applicable.

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

A. Describe your program's service delivery model and how each service is delivered, e.g. phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc.

Citywide Focus ACT model treatment teams provide comprehensive case management, crisis, family, and individual therapy services. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The programs incorporate the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, prevocational training and stipend jobs, as well as social activities is a central aspect of Division programs. Consumers are seeing as often as is clinically indicated, which may be daily for consumers in crisis or bi-weekly for stable consumers transitioning to a lower level of care. Staff regularly provides "hotel rounds", visiting consumers in the SROs where they reside, providing medication and spending money. Program hours are 8:30 am to 5:00 pm, Monday through Friday and 10:00 am to 1:00 pm on Saturdays. After hours and weekends are covered by on-call staff who provide phone consultation and support top consumers, support members or other agencies.

B. Describe your program's exit criteria and process, e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning.

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

1. Treatment engagement sufficient to manage acute symptoms and sustained MORS score of 6 and above coupled with decreased staff intervention levels.
 2. No psychiatric inpatient stays for 18 months
 3. No more than one PES visit in the last year
 4. Stable housing, entitlements, health care
 5. No pending criminal justice charges, and consumer demonstrates 6 months of unassisted management of probation or BHC involvement
 6. Some productive use of time activities; hobbies, clubs. Work, school, etc.
- Consumers will transition to primary care providers, neighborhood clinics, or private health care plans and providers as they engage with the larger community and increase their ability to manage usual health care providers.
- C. Describe your program's staffing: which staff will be involved in what aspects of the service development and delivery. Indicate if any staff position is not funded by the grant.
Note: For CBHS, Appendix B is sufficient.
See Appendix B
- D. For Indirect Services: Describe how your program will deliver the purchased services.

7. Objectives and Measurements:

“All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY18-19.”

8. Continuous Quality Improvement:

Describe your program's CQI activities to monitor, enhance, and improve the quality of services delivered, including how you identify areas for improvement, and your CQI meeting structure and frequency. Include in your description how you ensure continuous monitoring of the following:

- A. Achievement of contract performance objectives and productivity,
- B. Documentation of quality, including a description of any internal audits,
- C. Measurement of cultural competency of staff and services,
- D. Measurement of client satisfaction,
- E. Measurement, analysis, and use of CANS or ANSA data (Mental Health Programs only).

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

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

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

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

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

9. Required Language: Not Applicable

**Appendix B
Calculation of Charges**

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1 Citywide Focus

Appendix B-1b Citywide Forensics

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, \$0 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than sixty (60) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Contractor at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

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

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

DHCS Legal Entity Number (MH) 00117							Page #	2
DHCS Legal Entity Name (MH)/Contractor Name (SA) Regents of University of California / San Francisco							Fiscal Year	2018-2019
FSP Contract #: 100010331							Funding Notification Date	07/12/18
Contract Appendix Number	B-1a	B-1b						
Provider Number	8911	8911						
Program Name(s)	Citywide Focus	Citywide Forensics						
Program Code(s)	89113	89119					TOTAL: FISCAL YEAR 07/01/18-06/30/19	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19						
FUNDING USES								
Salaries	\$ 4,306,855	\$ 1,620,543					\$ 5,927,399	
Employee Benefits	\$ 1,715,250	\$ 641,894					\$ 2,357,144	
Subtotal Salaries & Employee Benefits	\$ 6,022,105	\$ 2,262,437	\$ -	\$ -	\$ -	\$ -	\$ 8,284,543	
Operating Expenses	\$ 1,093,422	\$ 238,544					\$ 1,331,966	
Capital Expenses	\$ -						\$ -	
Subtotal Direct Expenses	\$ 7,115,527	\$ 2,500,981	\$ -	\$ -	\$ -	\$ -	\$ 9,616,508	
Indirect Expenses	\$ -						\$ -	
Indirect %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
TOTAL FUNDING USES	\$ 7,115,527	\$ 2,500,981	\$ -	\$ -	\$ -	\$ -	\$ 9,616,508	
						Employee Fringe Benefits %	39.8%	
BHS MENTAL HEALTH FUNDING SOURCES								
MH FED SDMC FFP (50%) Adult	\$ 3,250,888	\$ 1,202,632					\$ 4,453,520	
MH STATE Adult 1991 MH Realignment (match)	\$ 2,075,564	\$ 201,116					\$ 2,276,680	
MH COUNTY Adult - General Fund	\$ 613,751	\$ 95,717					\$ 709,468	
MH COUNTY Adult - General Fund (match)	\$ 1,175,324	\$ -					\$ 1,175,324	
MH MHSA (CSS) (match)		\$ 1,001,516					\$ 1,001,516	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 7,115,527	\$ 2,500,981					\$ 9,616,508	
BHS SUBSTANCE ABUSE FUNDING SOURCES								
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
OTHER DPH FUNDING SOURCES								
							\$ -	
							\$ -	
							\$ -	
							\$ -	
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL DPH FUNDING SOURCES	\$ 7,115,527	\$ 2,500,981	\$ -	\$ -	\$ -	\$ -	\$ 9,616,508	
NON-DPH FUNDING SOURCES								
							\$ -	
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 7,115,527	\$ 2,500,981	\$ -	\$ -	\$ -	\$ -	\$ 9,616,508	
Prepared By Constance Revore						Phone Number 415-597-8047		

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117					Appendix #	B-1a
Provider Name Citywide Focus					Page #	1
Provider Number 89113					Fiscal Year	2018-2019
					Funding Notification Date	07/12/18
Program Name	Citywide Focus	Citywide Focus	Citywide Focus	Citywide Focus		
Program Code	89113	89113	89113	89113		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59	15/60-69	15/70-79		
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		TOTAL
FUNDING USES						
Salaries & Employee Benefits	713,601	3,275,606	1,990,582	42,317		6,022,105
Operating Expenses	129,567	594,746	361,426	7,683		1,093,422
Capital Expenses	-					-
Subtotal Direct Expenses	843,168	3,870,351	2,352,008	50,000		7,115,527
Indirect Expenses						-
TOTAL FUNDING USES	843,168	3,870,351	2,352,008	50,000		7,115,527
BHS MENTAL HEALTH FUNDING SOURCES						
	Accounting Code (Index Code or Detail)					
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	385,220	1,768,257	1,074,567	22,844	3,250,888
MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	245,948	1,128,962	686,069	14,585	2,075,564
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	72,728	333,838	202,872	4,313	613,751
MH COUNTY Adult - General Fund (match)	251984-10000-10001792-0001	139,272	639,294	388,499	8,259	1,175,324
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		843,168	3,870,351	2,352,008	50,000	7,115,527
BHS SUBSTANCE ABUSE FUNDING SOURCES						
	Accounting Code (Index Code or Detail)					
						-
						-
						-
This row left blank for funding sources not in drop-down list						
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES						
	Accounting Code (Index Code or Detail)					
						-
						-
This row left blank for funding sources not in drop-down list						
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		843,168	3,870,351	2,352,008	50,000	7,115,527
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		843,168	3,870,351	2,352,008	50,000	7,115,527
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	329,363	1,115,375	443,775	12,500		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.56	\$ 3.47	\$ 5.30	\$ 4.00	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.56	\$ 3.47	\$ 5.30	\$ 4.00	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 3.45	\$ 4.30	\$ 6.10	\$ 5.05		Total UDC
Unduplicated Clients (UDC)	480	480	360	144		480

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide Focus
 Program Code: 89113

Appendix #: B-1a

Page #: 3

Fiscal Year: 2018-2019

Funding Notification Date: 07/12/18

Expense Categories & Line Items	TOTAL	MH Adult County General Fund 251984-10000- 10001792-0001	Accounting Code 2 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):	07/01/18 - 06/30/19	07/01/18 - 06/30/19					
Rent	\$ 536,668	\$ 536,668					
Utilities(landlines)	\$ 71,000	\$ 71,000					
Building Repair/Maintenance	\$ 6,500	\$ 6,500					
Occupancy Total:	\$ 614,168	\$ 614,168	\$ -	\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 50,000	\$ 50,000					
Medical Supplies - gloves, suture kit, gauze, pregnancy test, tox screen, band-aids, alcohol pads, glucometer, gluco-strips etc.	\$ 2,500	\$ 2,500					
Photocopying	\$ -	\$ -					
Program Supplies	\$ -	\$ -					
Computer Hardware/Software	\$ 5,500	\$ 5,500					
Materials & Supplies Total:	\$ 58,000	\$ 58,000	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 2,300	\$ 2,300					
Clinic van costs: repairs, parking etc.	\$ 5,000	\$ 5,000					
Insurance (Auto)	\$ 8,500	\$ 8,500					
Professional License	\$ -	\$ -					
Printing & Reproduction	\$ 500	\$ 500					
Equipment Lease & Maintenance	\$ 13,000	\$ 13,000					
General Operating Total:	\$ 29,300	\$ 29,300	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 15,000	\$ 15,000					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Temporary Agency - Temp Nurse/Security	\$ 142,263	\$ 142,263					
Resident Health Insurance - separate from salary	\$ 5,000	\$ 5,000					
Data Network Services Recharge	\$ 25,291	\$ 25,291					
IT Field Service Support (ITFs)	\$ 33,913	\$ 33,913					
GAEL - General Automobile and Employee Liability charges	\$ 35,316	\$ 35,316					
UCSF Faculty and Staff HR Recharge	\$ 55,171	\$ 55,171					
Vocational Services: gift cards, incentives for clients treatment plan compliance	\$ 12,000	\$ 12,000					
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hygiene productives, clothing, taxi vouchers/bus tokens etc. (incentives)	\$ 68,000	\$ 68,000					
Other Total:	\$ 376,954	\$ 376,954	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 1,093,422	\$ 1,093,422	\$ -	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) 00117					Appendix #	B-1b
Provider Name <u>Citywide Forensics</u>					Page #	1
Provider Number <u>8911</u>					Fiscal Year	2018-2019
					Funding Notification Date	07/12/18
Program Name	Citywide Forensic	Citywide Forensic	Citywide Forensic	Citywide Forensic		
Program Code	89119	89119	89119	89119		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59	15/60-69	15/70-79		
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		TOTAL
FUNDING USES						
Salaries & Employee Benefits	329,536	1,318,226	599,311	15,364		2,262,437
Operating Expenses	34,745	138,990	63,189	1,620		238,544
Capital Expenses	-					-
Subtotal Direct Expenses	364,281	1,457,216	662,500	16,984		2,500,981
Indirect Expenses						-
TOTAL FUNDING USES	364,281	1,457,216	662,500	16,984		2,500,981
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code (Index Code or Detail)					
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	175,170	700,723	318,572	8,167	1,202,632
MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	29,293	117,182	53,275	1,366	201,116
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	13,942	55,770	25,355	650	95,717
MH MHSA (CSS) (match)	251984-17156-10031199-0015	145,876	583,541	265,298	6,801	1,001,516
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		364,281	1,457,216	662,500	16,984	2,500,981
BHS SUBSTANCE ABUSE FUNDING SOURCES	Accounting Code (Index Code or Detail)					
						-
						-
This row left blank for funding sources not in drop-down list						
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES	Accounting Code (Index Code or Detail)					
						-
This row left blank for funding sources not in drop-down list						
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		364,281	1,457,216	662,500	16,984	-
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		364,281	1,457,216	662,500	16,984	2,500,981
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program	153,016	426,579	172,074	8,461		
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	142,297	419,947	125,000	4,246		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.56	\$ 3.47	\$ 5.30	\$ 4.00	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.56	\$ 3.47	\$ 5.30	\$ 4.00	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 3.45	\$ 4.30	\$ 6.10	\$ 5.05		Total UDC
Unduplicated Clients (UDC)	210	210	150	63		210

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide Forensics
 Program Code: 89119

Appendix #: B-1b
 Page #: 3
 Fiscal Year: 2018-2019
 Funding Notification Date: 07/12/18

Expense Categories & Line Items	TOTAL	MH Adult County General Fund 251984-10000- 10001792-0001	MH MSA (Adult) Match 251984-17156- 10031199-0015	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd/yy-mm/dd/yy):	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19				
Rent	\$ 178,887	\$ 107,252	\$ 71,635				
Utilities(landlines)	\$ -	\$ -	\$ -				
Building Repair/Maintenance	\$ -	\$ -	\$ -				
Occupancy Total:	\$ 178,887	\$ 107,252	\$ 71,635	\$ -	\$ -	\$ -	\$ -
General Supplies	\$ 5,000	\$ 2,998	\$ 2,002				
Photocopying	\$ -	\$ -					
Program Supplies	\$ -						
Computer Hardware/Software	\$ -	\$ -	\$ -				
Materials & Supplies Total:	\$ 5,000	\$ 2,998	\$ 2,002	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -	\$ -	\$ -				
Clinic van costs: repairs, parking etc.	\$ -	\$ -	\$ -				
Insurance (Auto)	\$ -	\$ -	\$ -				
Professional License	\$ -	\$ -	\$ -				
Printing & Reproduction	\$ -	\$ -	\$ -				
Equipment Lease & Maintenance	\$ -	\$ -	\$ -				
General Operating Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -	\$ -	\$ -				
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and (add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data Network Services Recharge	\$ 9,129	\$ 5,473	\$ 3,656				
CCDSS - Computing and Communication Device Support Services	\$ 12,241	\$ 7,339	\$ 4,902				
GAEL - General Automobile and Employee Liability charges	\$ 13,288	\$ 7,967	\$ 5,321				
UCSF Faculty and Staff HR Recharge	\$ 19,997	\$ 11,989	\$ 8,008				
	\$ -	\$ -	\$ -				
Other Total:	\$ 54,657	\$ 32,769	\$ 21,888	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 238,544	\$ 143,019	\$ 95,525	\$ -	\$ -	\$ -	\$ -

**Appendix C
Insurance Waiver**

**Appendix D
Reserved**

Appendix E
Business Associate Agreement and Contract Attestation
Omitted By Agreement of the Parties

**Appendix F
Invoice**

