

**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
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.**

This Agreement is made this 1st day of August, 2014, in the City and County of San Francisco, State of California, by and between: **PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Public Health, San Francisco Health Network, ("Department") wishes to secure Housing and Urban Health fiscal management services to support the San Francisco Homeless Outreach Team (SFHOT); and,

WHEREAS, a Request for Proposal ("RFP") was issued on March 31, 2014, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 2000-03/04, dated January 7, 2013;

Now, THEREFORE, the parties agree as follows:

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from August 1, 2014 to June 30, 2015.

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

- Option 1: 07/01/2015 - 06/30/2016
- Option 2: 07/01/2016 - 06/30/2017
- Option 3: 07/01/2017 - 06/30/2018
- Option 4: 07/01/2018 - 06/30/2019
- Option 5: 07/01/2019 - 06/30/2020
- Option 6: 07/01/2020 - 06/30/2021
- Option 7: 07/01/2021 - 06/30/2022
- Option 8: 07/01/2022 - 06/30/2023
- Option 9: 07/01/2023 - 06/30/2024

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

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

5. Compensation. Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Public Health Department**, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Six Million One Hundred Fifty-Two Thousand and Thirty-Nine DOLLARS (\$6,152,039)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

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

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

9. Reserved. (Disallowance)

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

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

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

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

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

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory

work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

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

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

14. Independent Contractor; Payment of Taxes and Other Expenses

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

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

Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

15. Insurance

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

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

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

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

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

(5) Blanket Fidelity Bond (Commercial Blanket Bond): Limits: \$ 998,708 Limits in the amount of the Initial Payment provided for in the Agreement.

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

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

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

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

d. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section:

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

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

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

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

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

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

16. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even

if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement. Contractor shall also indemnify, defend and hold harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City.

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

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

19. Reserved. (Liquidated damages)

20. Default; Remedies

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

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

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

63. Protected Health Information

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

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

Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

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

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

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

21. Termination for Convenience

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

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

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

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

(3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

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

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

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting false claims

26. Ownership of Results

- | | |
|---|---|
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement. |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of private information. |
| 24. Proprietary or confidential information of City | And, item 1 of Appendix D attached to this Agreement. |
| | 63. Protected Health Information |

Subject to the immediately preceding subsection sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City

a. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services under this Agreement, whether disclosed by the City or by the individuals themselves, shall be held in the strictest confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. Contractor understands and agrees that this duty of care shall extend to confidential information contained or conveyed in any form, including but not limited to documents, files, patient or client records, facsimiles, recordings, telephone calls, telephone answering machines, voice mail or other telephone voice recording systems, computer files, e-mail or other computer network communications, and computer backup files, including disks and hard copies. The City reserves the right to terminate this Agreement for default if Contractor violates the terms of this section.

c. Contractor shall maintain its books and records in accordance with the generally accepted standards for such books and records for five years after the end of the fiscal year in which Services are furnished under this Agreement. Such access shall include making the books, documents and records available for inspection, examination or copying by the City, the California Department of Health Services or the U.S. Department of Health and Human Services and the Attorney General of the United States at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California. This provision shall also apply to any subcontract under this Agreement and to any contract between a subcontractor and related organizations of the subcontractor, and to their books, documents and records. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. The City owns all records of persons receiving Services and all fiscal records funded by this Agreement if Contractor goes out of business. Contractor shall immediately transfer possession of all these records if Contractor goes out of business. If this Agreement is terminated by either party, or expires, records shall be submitted to the City upon request.

e. All of the reports, information, and other materials prepared or assembled by Contractor under this Agreement shall be submitted to the Department of Public Health Contract Administrator and shall not be divulged by Contractor to any other person or entity without the prior written permission of the Contract Administrator listed in Appendix A.

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

To City: Department of Public Health
Contracts Unit
101 Grove Street, Room 402
San Francisco, California 94102

FAX: (415) 431-1100
e-mail: Kristine.ly@sfdph.org

and: Christine Siador, MPH
Contract Administrator
San Francisco Department of Public Health
101 Grove Street, Room 408
San Francisco, CA 94102

FAX: (415) 431-1100
e-mail: christine.siador@sfdpg.org

PUBLIC HEALTH FOUNDATION
To Contractor: **ENTERPRISES, INC.**
For Notices: **12801 Crossroads Parkway South, Suite 200**
City of Industry, CA 91746

FAX: (562) 699-8856
e-mail: pdale@phfe.org

For Payments: Same as For Notices

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems

designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

a. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

b. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

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

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

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

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

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

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

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

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details

of any conviction history, unresolved arrest, or any matter identified in subsection, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

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

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

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

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. Compliance and Enforcement

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

determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

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

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

34. Nondiscrimination; Penalties

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

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

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

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

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing,

Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall

constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

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

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

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

44. Requiring Health Benefits for Covered Employees. Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.a of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

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

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

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

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

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

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

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

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

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

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements

shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and

that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing

arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of 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).

49. Administrative Remedy for Agreement Interpretation

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

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

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

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, “Modification of Agreement”.

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

55. Supervision of Minors. Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest

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

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

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Reserved

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for P-500 (8-14;DPH 7-14)

subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

b. In the event the Director finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this Contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor's net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Dispute Resolution Procedure. A Dispute Resolution Procedure is attached under the Appendix G to address issues that have not been resolved administratively by other departmental remedies.

63. Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

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

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

CITY

CONTRACTOR

Recommended by:

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC.

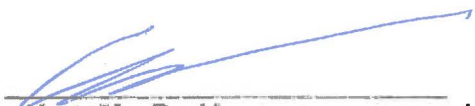

BARBARA A. GARCIA, M.P.A. / 9/5/14
Director of Health

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

Approved as to Form:

Dennis J. Herrera
City Attorney

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

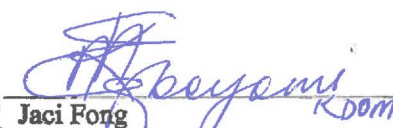

By: Aleeta Van Runkle / 9.6.14
Deputy City Attorney


Peter D. Dale / 9/4/14
Date

Approved:

Director, Contract and Grant Management
12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746

City vendor number: 48661


for Jaci Fong / 9/9/14
Director Office of Contract
Administration and Purchaser

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Reserved
- D: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution

Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. Under-Utilization Reports:

For any quarter that CONTRACTOR maintains less than ninety percent (90%) of the total agreed upon units of service, and for HIV Prevention Services contracts the number of clients (NOC), for any mode of service hereunder, except for taxi scrip, bus tokens, clothing vouchers, and household goods vouchers, which may be

distributed on an as-needed basis, CONTRACTOR shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

N. Quality Assurance:

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

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

O. Compliance With Grant Award Notices:

If any portion of funding for this Agreement is provided to the City through federal, state or private foundation awards, Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

P. 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.

Q. Research Study Records:

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

2. Description of Services

Detailed descriptions of services supporting the period 08/01/14-06/30/15 may be found in the following Appendixes:

Appendix A, 08/01/14-06/30/15, Page 4

Appendix A-1, 08/01/14-06/30/15, Pages 1-6

Program Summary

SF Homeless Outreach Team

SUMMARY

Service Providers: San Francisco Department of Public Health
Fiscal Agent: Public Health Foundation Enterprises
Total Contract Amount: 5,492,892
Program Name: San Francisco Homeless Outreach Team

Program Address:

SFHOT 50 Ivy Street (Lech Walesa) San Francisco, CA 94102	Mission Mental Health Clinic 2712 Mission Street San Francisco, CA 94110	SF Sobering Center for EST activities 1171 Mission Street San Francisco, CA 94103
---	--	--

Program Contact: Carol Chapman

Amount: Appendix A-1 / Appendix B-1
Term: \$ 5,492,892
Definition of UOS: 08/01/14-6/30/15

UOS	UDC
11	
Totals	11

Total UOS / UDC:

Target Population: No direct services are provided to clients. Human resources and fiscal management services are provided to support staff that conduct program management, data, fiscal management and quality improvement activities

Description of Service: Public Health Foundation Enterprises, Inc. will be responsible for providing human resources and fiscal management for this project and for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success. Staff will to provide human resources management, technical assistance, training and fiscal management services to manage the SFHOT program.

1. Vendor and Program Name:

Public Health Foundation Enterprises, Inc (PHFE)
San Francisco Homeless Outreach Team (SFHOT)

SFHOT Staff Located at:

SFHOT
50 Ivy Street (Lech Walesa)
San Francisco, CA 94102
Tele: (415) 415-355-7555
FAX: (415) 415-355-7404

Mission Mental Health Clinic
2712 Mission Street
San Francisco, CA 94110
Tele: (415) 401-2660
FAX: (415) 401-2671

SF Sobering Center for EST activities
1171 Mission Street
San Francisco, CA 94103
Tele: (415) 734-4233
Fax: (415) 735-4223

2. Nature of Document

☒ New ☐ Renewal ☐ Amendment

3. Goal Statement

The goal, in collaboration with the San Francisco Department of Public Health, is to provide Fiscal and Human Resource Management services in support of the San Francisco Homeless Outreach Team (SFHOT) program.

4. Target Population

Target population is the San Francisco Department of Public Health's San Francisco Homeless Outreach Team (SF HOT) program. This multidisciplinary team serves individuals living on the street who are severely disabled. Staff members consist of employees of the Department of Public Health, the Human Services Agency, and community-based organization staff (PHFE). SFHOT uses a client-centered "whatever it takes" approach, and employs comprehensive wrap-around services to meet client needs. The program promotes harm reduction and strength-based recovery philosophies through its daily functioning, and utilizes acuity-based, data-driven, and outcomes-oriented processes to meet its goals. The program also assesses medical and behavioral crises, and refers clients to emergency care as appropriate.

SFHOT provides the following lines of service:

Stabilization Case Management

This service line provides short-term stabilization care management for 480 high risk homeless individuals (homeless more than three years, experiencing complex medical, psychiatric, and substance abuse tri-morbidity, using a high number of urgent/emergent care services, and not able to navigate health and human services system on their own). Case Management accepts referrals from SFHOT Street Outreach and high user treatment programs. Within six to twelve months, the goals are to: (1) Stabilize individuals from the street into shelter/SRO, (2) Remove personal barriers to attaining permanent housing; e.g., attain benefits, primary care linkage, behavioral health care linkage, IDs, legal aid, etc., (3) Secure and place into permanent housing, (4) Assess and serve as care coordinators for SF Health Network members who are high risk / high cost individuals and are unable to engage into the system.

Street Outreach Team

This service line provides outreach, engagement and warm-handoffs from the street to (or between) urgent/ emergent institutions. The Engagement Specialist Team (EST) operate 24/7 and responds to requests from 311, Care Coordinators, Police, Fire, and Urgent/Emergent facilities (hospitals, SF Sobering Center, Psych Emergency Services, and Dore Psych Urgent Care) for street outreach/intervention and therapeutic transports. The goals are to, within two hours, respond and determine if the individual can be cleared for transport and provide warm-handoff to and/or from urgent/emergent facilities. In addition, the EST provides targeted search and outreach of HUMS (High Users of Multiple Systems) and other high-risk homeless individuals as identified by 311 (citizens) and health care coordinators and once found, performs wellness checks and attempts to engage individuals into services and other resources as identified by community care plans.

Medical Team

The medical team uses the model "Homeless to Primary Care Medical Home" and provides transitional primary health care to address barriers to primary care in the appropriate setting for each patient. Barriers that will be addressed may be related to patient issues such as: medical, mental health and substance use disorders; lack of benefits; competing priorities such as lack of food, shelter, or clothing. Barriers may also be related to systems issues such as: Enrollment and insurance requirements that are difficult for homeless individuals to obtain, inconvenient hours or locations of services; discrimination against homeless individuals in services; or services that have not created adaptations and accommodations for the needs of homeless people.

San Francisco Public Library Team

This service line is situated at the Civic Center Main Branch with staff who conduct outreach and offers referrals to homeless, marginally housed and/or mentally ill patrons of the library. Staff also facilitate education sessions in group or individual settings for library staff, in order to improve understanding of behaviorally vulnerable patrons of the library. Staff's goal is to help library staff serve this group of patrons according to their

needs, while helping to decrease the number and severity of incidents that require intervention from Library security staff. Staff also train Health and Safety Associates (HaSAs) who are selected from a group of homeless library patrons being served by SF HOT's case management function. These HaSAs assist the team by using their life experiences and learned engagement skills to reach out to other homeless patrons, in order to persuade them to accept case management and other services. In the process, HaSAs gain employment and job-seeking skills.

5. Unit of Service / Modalities

GF: SFHOT and HIV HOME 8/1/14 – 6/30/15

Unit of Service Description	Units of Service (UOS)	Number of Clients (NOC)
1 UOS = 1 month of Fiscal Management/ Intermediary services	11	N/A
Total UOS	11	
Total NOC		N/A

6. Methodology

This contract will facilitate the fiscal and human resource management services that support the SFHOT contracted staff. PHFE will provide Fiscal Intermediary administrative services to support the San Francisco Homeless Outreach Team program. This will be a collaborative project with close coordination with the San Francisco Department of Public Health (DPH) SFHOT Program Administrator.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; dispersing programmatic expenditures such as client funds, peer stipends, training, supplies, equipment, and leases according to budget plan; and maintaining all program documentation as related to this contract.

Staff Management for this program consists of primary Human Resource management processes and will be coordinated with the SFHOT DPH Program Administrator. It will include recruiting, hiring, and orienting new staff; managing employee benefits; monitoring employee training, skill development, and performance evaluations on regular basis, and implementing employee discipline when necessary.

A. Fiscal Management

Contractor will utilize established fiscal management policies and procedures and employee training materials that assure the ability to meet all fiscal management responsibilities of this project. The policies address the following internal controls: safeguarding assets, transaction authorizations, timely reconciliation of accounting records; financial reporting; accounts payable; accounts receivable; petty cash; and, payroll.

Fiscal management team assigned to SFHOT program will include support from a Contracts and Grants Manager, a Budget Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and CBA Program Director. The PHFE Contracts and Grants Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the contracts and grants manager will issues and monitor all subcontracts, lease, and consultant agreements. The Budget Analyst (BA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The BA will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the BA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

PHFE will work within SFDPH approved budgets to reimburse program expenses directly to vendors and partners or directly to employees that have made authorized program purchases. This includes but not limited to: (1) pay invoices on a predetermined schedule, (2) ensure the accuracy and authenticity of invoice processed, (3) process accounts payable paperwork timely, and (4) maintain support documentation.

B. Human Resource Management:

Human Resources management team assigned to SFHOT program will include support from a Contract and Grant Manager, the Human Resources Generalist, and the Human Resource Generalist Assistant. The HR Generalist will work closely with the SFDPH SFHOT supervisors and staff to oversee staff hired and assigned to the program. They will also provide hands on, comprehensive training to all employee supervisors so they are familiar with HR policies and procedures in order to provide comprehensive supervision to contracted employees.

Human Resources Generalist will also provide full training to SFHOT employees and supervisors on PHFE's time collection system. The HR Generalist will work closely with the Contract Manager and Budget Analyst to assure that payroll costs are correctly allocated and align with the approved position/line item budget as outlined in the SFDPH

contract for SFHOT. The HR Generalist will also maintain confidentiality among SFHOT employees related to salary rates, reimbursements, and the SFHOT budget.

PHFE will utilize current HR policies and procedures to include employee handbook. This will provide the HR Generalist a systematic process to address issues of discipline, investigations, hiring and terminations consistently and remain in compliance with federal and state labor laws. Existing policies and procedures along with PHFE's Employee handbook are reviewed periodically to stay current and updated on any new laws and regulations. Tracking and monitoring of successfully completed trainings by staff is entered into the HRIS for recordkeeping and reporting purposes.

Staff management/HR management will include the complete hiring process from recruitment, employee selection, background/reference checks to new hire orientation. Employee relations, benefit management, leave management, workforce development, employee performance/reviews, personnel records, complaints, and any disciplinary action will also be managed.

7. Objectives and Measurements

Indicator	Data Source / Compliance
P.1 Fiscal Intermediary contractors will pay 95-100% of vendor and subcontractor invoices within 30 days from the date of submission by SFDPH or vendor/ subcontractor.	Measured and documented by check dates; contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC 9/1/15
P.2 <u>Effective Fiscal Management</u> : Agency will meet 95% (correctable to 100%) of Salary & Benefit budgeted obligations during the contract period. This includes accurate and on-time payment of salaries, overtime, accrued benefits, and taxes and optimal record keeping.	A. Within 30 days of month's end and if requested, Agency provides a running expense report addressed to Program Director. B. Within in 45 days of DPH quarter's end, Agency self reports this objective for time period and year-to-date in report addressed to Director OFGM, PHD. C. Contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC by 9/1/15; reports of achievement must be consistent with findings of external Annual Audit
P.3 <u>Effective Fiscal Management</u> : Agency will meet 100% of Operating Expense obligations during the contract period. This includes paying vendor invoices within vendor payment schedule and avoiding late fees (usually 30 days from the date of submission by vendor or Program).	A. Within 30 days of month's end and if requested, Agency provides a running expense report addressed to Program Director. B. Within in 45 days of DPH quarter's end, Agency self reports this objective for time period and year-to-date in report addressed

Indicator	Data Source / Compliance
	<p>to Director OFGM, PHD.</p> <p>C. Contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC by 9/1/15; reports of achievement must be consistent with findings of external Annual Audit</p>
<p>P.4 Effective Human Resources <u>Management:</u> Agency will have 90% of personnel files complete, up-to-date, and in terminology consistent with HR best practices, during the contract period. This includes: 1) signed job descriptions, 2) qualifications statement (resume), 3) reference verification, 4) benefits orientation, 5) program orientation, 6) proof of annual certification/training in HIPAA Privacy and DPH Compliance, 7) signed "User Confidentiality, Security and Electronic Signature Agreement" form, 8) signed code of conduct forms, 9) skill development/training plans, 10) on-time performance evaluations, and 11) remedial skill development plans as needed.</p>	<p>A. Within 30 days of month's end and if requested, Agency provides a running personnel report of these items addressed to Program Director.</p> <p>B. Within in 45 days of DPH quarter's end, Agency self reports this objective for time period and year-to-date in report addressed to Director OFGM, PHD.</p> <p>C. Contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC by 9/1/15; reports of achievement must be consistent with findings of spot checks by DPH.</p>
<p>P.5 Effective Human Resources <u>Management:</u> Agency will help programs operate at or near full staff capacity by filling 90% of vacant positions within 3 months of posting date, during the contract period. This includes Position Control Reports reflecting in aggregate and by service line all positions and their status, including date of vacancy or leave, date of job posting, number of applications, number of qualified candidates, date interviews began, and date position filled.</p>	<p>A. Within 30 days of month's end and if requested, Agency provides a running Position Control report of these items addressed to Program Director.</p> <p>B. Within in 45 days of DPH quarter's end, Agency self reports this objective for time period and year-to-date in report addressed to Director OFGM, PHD.</p> <p>C. Contractor prepares Annual Summary Report documenting achievement of objective; to Director OFGM, PHD and BOCC by 9/1/15; reports of achievement must be consistent with findings of spot checks by DPH</p>

8. Continuous Quality Assurance and Improvement

PHFE will develop a program specific quality assurance plan agreed upon by both SFDPH and PHFE.

**Appendix B
Calculation of Charges**

1. Method of Payment

Contractor shall submit monthly invoices in the format attached in Appendix F, by the fifteenth (15th) working day of each month for reimbursement of the actual costs for Services of the immediately preceding month. All costs associated with the Services shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after Services have been rendered and in no case in advance of such Services.

2. Program Budgets and Final Invoice

A. Program Budgets supporting the period 08/01/14-06/30/15 may be found in the following Appendixes:

Appendix B, 08/01/14-06/30/15, Page 2 Budget Summary
Appendix B-1, 08/01/14-06/30/15, Pages 1-11 FIS – SF Homeless Outreach Team

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$659,147** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

Original Agreement	County SA General Fund	\$5,350,888	08/01/14-06/30/15	Appendix B-1
Original Agreement	County Public Library Work Order	\$142,004	08/01/14-06/30/15	Appendix B-1
		\$5,492,892		
	Contingency	\$659,147		
		\$6,152,039		

C. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, CITY agrees to make an initial payment to the CONTRACTOR of **Nine Hundred Ninety-Eight Thousand Seven Hundred and Eight Dollars (\$998,708)**. CONTRACTOR agrees that a reduction shall be made from monthly payments to CONTRACTOR equal to one ninth (1/9) of the initial payment for the period August 1, 2014 through April 30, 2015. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the advance being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

D. 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.

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

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number: N/A		Prepared By: Arfana Sogal				Appendix #: B
Contractor Name: Public Health Foundation Enterprises, Inc.		Document Date: 8/22/14				Page #: 2
Contract CMS #: 7492						Fiscal Year: 2014-15
Contract Appendix Number:	B-1					
Appendix A/Provider Name:	SFHOT					
Provider Number:	383800					
Program Code:	N/A					
Funding Term:	8/1/14-6/30/15					TOTAL
FUNDING USES						
Salaries & Employee Benefits:	3,964,912					3,964,912
Operating Expenses:	839,456					839,456
Capital Expenses:	100,000					100,000
Subtotal Direct Expenses:	4,904,368					4,904,368
Indirect Expenses:	588,524					588,524
Indirect %:	12.00%					12.00%
TOTAL FUNDING USES	5,492,892	-	-	-	-	5,492,892
Employee Fringe Benefits %:						36.98%
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES						
SA COUNTY - General Fund	5,350,888					5,350,888
SA WORK ORDER - Public Library SFHOT	142,004					142,004
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	5,492,892	-	-	-	-	5,492,892
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	5,492,892	-	-	-	-	5,492,892
NON-DPH FUNDING SOURCES						
						-
						-
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	5,492,892	-	-	-	-	5,492,892

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

Contractor Name: Public Health Foundation Enterprises, Inc. Provider Name: SFHOT Provider Number: 383800					Appendix: B-1 Page #: 1 Document Date: 8/22/14 Fiscal Year: 2014-15	
Program Name:	SFHOT	SFHOT				
Program Code:	N/A	N/A				
Mode/SFC (MH) or Modality (SA):	SecPrev-19	SecPrev-19				
Service Description:	SA-Sec Prev Outreach	SA-Sec Prev Outreach				TOTAL
Funding Term:	8/1/14-6/30/15	9/1/14-6/30/15				
FUNDING USES						
Salaries & Employee Benefits:	3,893,562	71,350				3,964,912
Operating Expenses:	784,016	55,440				839,456
Capital Expenses (greater than \$5,000):	100,000					100,000
Subtotal Direct Expenses:	4,777,578	126,790				4,904,368
Indirect Expenses:	573,310	15,214				588,524
TOTAL FUNDING USES:	5,350,888	142,004				5,492,892
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES						-
BHS SUBSTANCE ABUSE FUNDING SOURCES						
	Index Code					
SA COUNTY - General Fund	HMHSCCRES227	5,350,888				5,350,888
SA WORK ORDER - Public Library SFHOT	HMHSHOMELSWO		142,004			142,004
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		5,350,888	142,004			5,492,892
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES						-
TOTAL DPH FUNDING SOURCES		5,350,888	142,004			5,492,892
NON-DPH FUNDING SOURCES						
						-
						-
TOTAL NON-DPH FUNDING SOURCES						-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		5,350,888	142,004			5,492,892
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:						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR	CR				
DPH Units of Service:	86,193	5,025				
Unit Type:	Staff Hour	Staff Hour				
Cost Per Unit - DPH Rate (DPH Funding Sources Only):	62.08	28.26				
Cost Per Unit - Contract Rate (DPH & Non-DPH Funding Sources):	62.08	28.26				
Published Rate (Medi-Cal Providers Only):						Total UDC:
Unduplicated Clients (UDC):	550	20				550

DPH 3: Salaries & Benefits Detail

Program Code: N/A
 Program Name: SFHOT
 Document Date: 8/22/14

Appendix #: B-1
 Page #: 2

	TOTAL		SA General Fund HMHSCCRES227		Public Library Workorder HMHSHOMELSWO							
	Term: 8/1/14-6/30/15		Term: 8/1/14-6/30/15		Term: 9/1/14-6/30/15		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Operations Manager	1.00	73,333	1.00	73,333								
Community Liason	1.00	50,417	1.00	50,417								
Business Analyst Transitions Division	1.00	62,333	1.00	62,333								
Administrative Assistant	1.00	33,333	1.00	33,333								
Social Workers	3.00	185,000	3.00	185,000								
Housing Specialist	1.00	50,417	1.00	50,417								
Community Integration Coordinator	2.00	76,532	2.00	76,532								
SFHOT Specialist I	15.00	573,988	15.00	573,988								
SFHOT Specialist II	9.00	412,500	9.00	412,500								
SFHOT Specialist I - Library (1 pos)	0.50	19,133			0.50	19,133						
SFHOT Specialist II - Library (1 pos)	0.81	33,330			0.81	33,330						
Program Coordinator EST	1.00	62,333	1.00	62,333								
SFHOT Speicalist I - Dispath (5 pos)	4.20	160,717	4.20	160,717								
SFHOT Speicalist II - Transporters (5 pos)	4.20	160,717	4.20	160,717								
SFHOT Speicalist I - Street	8.00	306,127	8.00	306,127								
SFHOT Speicalist II - Street	8.00	366,667	8.00	366,667								
SFHOT Speicalist I - Floats (4 pos)	3.40	130,104	3.40	130,104								
SFHOT Speicalist II - Floats (4 pos)	3.00	137,500	3.00	137,500								
	-	-										
Totals:	67.11	2,894,481	65.80	2,842,018	1.31	52,463						

Employee Fringe Benefits:	36.98%	1,070,431	37.00%	1,051,544	36.00%	18,887						
----------------------------------	--------	-----------	--------	-----------	--------	--------	--	--	--	--	--	--

TOTAL SALARIES & BENEFITS

3,964,912

3,893,562

71,350

DPH 4: Operating Expenses Detail

Program Code: N/A
 Program Name: SFHOT
 Document Date: 8/22/14

Appendix #: B-1
 Page # 3

Expenditure Categories & Line Items	TOTAL	SA General Fund HMHSCCRES227	Public Library Workorder HMHSHOMELSWO			
	Term:8/1/14-6/30/15	Term:8/1/14-6/30/15	Term:9/1/14-6/30/15	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	54,000	54,000				
Utilities(telephone, electricity, water, gas)	13,500	13,500				
Building Repair/Maintenance	4,500	4,500				
Mobile Phones	36,000	36,000				
Materials & Supplies:						
Office Supplies	27,000	27,000				
Program Supplies	16,200	16,200				
Workstation Furniture	20,000	20,000				
Handheld Computers and Application	50,000	50,000				
Computer hardware/software	34,000	34,000				
General Operating:	-					
Training/Staff Development	13,500	13,500				
Insurance	30,000	30,000				
Equipment Lease & Maintenance	1,800	1,800				
Offsite Storage	2,700	2,700				
Audit & Accounting	7,500	7,500				
Staff Travel:	-					
Local Travel	-					
Out-of-Town Travel	10,000	10,000				
Field Expenses	-					
Consultant/Subcontractor:	-					
Professional Services to Rep Payee TBD	56,250	56,250				
RTZ software consultation and development	125,000	125,000				
Professional Registry TBD	20,000	20,000				
Other Professional Consultants TBD	21,326	21,326				
Other:	-					
SFPL Client Training/ Intern Stipends	55,440	-	55,440			
Vocational Client Training/ Intern Stipends	50,000	50,000				
Client Related Supplies & Costs	63,000	63,000				
Car Parking	27,000	27,000				
Van Parking	20,340	20,340				
Van Maintenance	30,000	30,000				
Van Lease	50,400	50,400				
TOTAL OPERATING EXPENSE	839,456	784,016	55,440	-	-	-

DPH 5: Capital Expenses Detail

Program Code: N/A
 Program Name: SFHOT
 Document Date: 8/22/14

Appendix: B-1
 Page#: 4

1. Equipment

Item Description	Quantity	Serial #/VIN #	Funding Source [General Fund, Grant (List Title), or Work Order (List Dept.)]	Purchase Cost Each	Total Cost
Van fleet augmentation with specialty radio/GPS equipment	1		General Fund	45,000.00	45,000

Total Equipment Cost \$45,000

2. Remodeling

Description	Total Cost
Phone and internet wiring upgrades to accommodate EST expansion	35,000
Construction of Medication storage station	20,000

Total Remodeling Cost \$55,000

Total Capital Expenditure \$100,000
 (Equipment plus Remodeling Cost)

DPH 6: BHS BUDGET JUSTIFICATION

Contractor Name: Public Health Foundation Enterprises, Inc.
 Program Name: SFHOT
 Funding Term: 8/1/14-6/30/15

Appendix #: B-1
 Page #: 5

1) SALARIES & BENEFITS:

Staff Position 1: Operations Manager					
Brief description of job duties: Manage expansion including facilities, equipment, leases, supplies, repairs					
Minimum qualifications: Expericne and Bachelor's degree, Masters preferred					
Formula:					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 80,000.00	1.00	11	0.92	\$	73,333

Staff Position 2: Community Liason					
Brief description of job duties: Interface with community departments and special projects planning					
Minimum qualifications: Experience with population and community. Bachelor's degree preferred					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 55,000.00	1.00	11	0.92	\$	50,417

Staff Position 3: Business Analyst Transitions division					
Brief description of job duties: Respond to community providers regardign computer access, generate data reports, plan data needs					
Minimum qualifications: Bachelor's degree in a Health Science. Expereince analyins large datasets and interacting with community.					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 68,000.00	1.00	11	0.92	\$	62,333

Staff Position 4: Administrative Assistant					
Brief description of job duties: Manage, mail, supplies, office organization					
Minimum qualifications: Associates degree preferred. Experience in busy office with vulnerable populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 40,000.00	1.00	10	0.83	\$	33,333

Staff Position 5: Social Worker					
Brief description of job duties: Supervise Specials I and in daily work					
Master's degree in Social Work or Marriage, Family Therapy. License preferred. Experience with					
Minimum qualifications: homeless population.					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 74,000.00	3.00	10	0.83	\$	185,000

Staff Position 6: Housing Specialist					
Brief description of job duties: Manage the daily Stablilization Room reservations and activity. Prepare reports.					
Minimum qualifications: Bachelors degree. Computer skills and database management. Experience with homeless population.					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 55,000.00	1.00	11	0.92	\$	50,417

Staff Position 7: Community Integration Coordinator					
Brief description of job duties: Help program particiapnts engage or re-engage with community resources including jobs					
Minimum qualifications: Associate's Dereee, experience with recovery principles, homeless population, communtiy voc & activities					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 45,919.00	2.00	10	0.83	\$	76,532

DPH 6: BHS BUDGET JUSTIFICATION

Contractor Name: Public Health Foundation Enterprises, Inc.
 Program Name: SFHOT
 Funding Term: 8/1/14-6/30/15

Appendix #: **B-1**
 Page #: **6**

Staff Position 8: SFHOT Specialist I					
Brief description of job duties: Under direction of SW or MFT provide support for homeless in benefits, housing , treatment linkages					
Minimum qualifications: Associates degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 45,919.00	15.00	10	0.83	\$	573,988

Staff Position 9: SFHOT Specialist II					
Brief description of job duties: Under direction of SW or MFT provide support for homeless in benefits, housing, treatment linkages					
Minimum qualifications: Bachelor's or Master's degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 55,000.00	9.00	10	0.83	\$	412,500

Staff Position 10: SFHOT Specialist I Library Position					
Brief description of job duties: SFHOT Specialist I for Public Library neighborhood locations					
Minimum qualifications: Associates degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 45,919.00	0.50	10	0.83	\$	19,133

Staff Position 11: SFHOT Specialist II Library Position					
Brief description of job duties: SFHOT Specialist II for Public Library neighborhood locations					
Minimum qualifications: Bachelor's or Master's degree and experience w/ homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 55,000.00	0.8080	9	0.75	\$	33,330

Staff Position 12: Program Coordinator for Engagement Specialist Mobile Team					
Brief description of job duties: Manage schedules, manage team operation, analyze progress, relate to community					
Minimum qualifications: Master's degree in a Health Science, experience managing a team, knowledge of population, computer skills					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 68,000.00	1.00	11	0.92	\$	62,333

Staff Position 13: SFHOT Specialist I					
Brief description of job duties: SFHOT Specialist I for Dispatch					
Minimum qualifications: Associates degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 45,919.00	4.20	10	0.83	\$	160,717

Staff Position 14: SFHOT Specialist I					
Brief description of job duties: SFHOT Specialist I for therapeutic Transportation					
Minimum qualifications: Associates degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 45,919.00	4.20	10	0.83	\$	160,717

DPH 6: BHS BUDGET JUSTIFICATION

Contractor Name: Public Health Foundation Enterprises, Inc.
 Program Name: SFHOT
 Funding Term: 8/1/14-6/30/15

Appendix #: B-1
 Page #: 7

Staff Position 15: SFHOT Specialist I					
Brief description of job duties: SFHOT Specialist I for street outreach					
Minimum qualifications: Associates degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 45,919.00	8.00	10	0.83	\$	306,127

Staff Position 16: SFHOT Specialist II					
Brief description of job duties: SFHOT Specialist II for Street Outreach					
Minimum qualifications: Bachelor's or Master's degree and experience w/ homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 55,000.00	8.00	10	0.83	\$	366,667

Staff Position 16: SFHOT Specialist I					
Brief description of job duties: SFHOT Specialist I for Float Positions					
Minimum qualifications: Associates degree and experience with homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 45,919.00	3.40	10	0.83	\$	130,104

Staff Position 17: SFHOT Specialist II					
Brief description of job duties: SFHOT Specialist II for Floating Positions					
Minimum qualifications: Bachelor's or Master's degree and experience w/ homeless and tri-morbid populations					
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$ 55,000.00	3.00	10	0.83	\$	137,500

Total FTE: 67.11

Fringe Benefit %:

Total Salaries: \$ 2,894,481

36.98% \$ 1,070,431

TOTAL SALARIES & BENEFITS: \$ 3,964,912

2) OPERATING EXPENSES:**Occupancy:**

Rent: \$ 54,000

Brief description of expense: \$6000/mo * 9 months

Utilities: \$ 13,500

Brief description of expense: \$1500/mo * 9 months

Building Maintenance: \$ 4,500

Brief description of expense: \$500/mo * 9 months

Building Maintenance: \$ 36,000

Brief description of expense: 50 phones * 80/mo * 9 months

Total Occupancy: \$ 108,000

DPH 6: BHS BUDGET JUSTIFICATION

Contractor Name: Public Health Foundation Enterprises, Inc.
Program Name: SFHOT
Funding Term: 8/1/14-6/30/15

Appendix #: B-1
Page #: 8

Materials & Supplies:

Office Supplies:	\$	27,000
Brief description of expense: \$3000/mo * 9 months		
Program Supplies:	\$	16,200
Brief description of expense: \$1800/mo * 9 mo, includes employee uniforms		
Workstation Furniture:	\$	20,000
Expansion of staff requires two rooms to be prepared for communal offices. Funds cover cost of setting up		
Brief description of expense: workstations in two office spaces.		
Handheld Computers and Applications	\$	50,000
Expansion of staff necessitates 35 handheld computers linking to medical databases. Cost estimated at		
Brief description of expense: \$1,428.57/device including applications		
Computer Hardware/Software	\$	34,000
Staff expansion requires new computer equipment and IT mandated replacement of old ones, costs		
estimated at \$1000/computer x 25 computers. In addition funds cover cost of \$1000/mo * 9 months for		
Brief description of expense: broken computers and specialized software.		
Total Materials & Supplies:	\$	147,200

General Operating:

Training/Staff Development	\$	13,500
Brief description of expense: \$1500/mo * 9 months for CPR, First Aid, Course fees, specialized homeless and trauma experts		
Insurance:	\$	30,000
Brief description of expense: Includes all liability insurance excl Workman's Comp @ 40000 annually, 30000 for 9 months		
Equipment Lease and Maintenance:	\$	1,800
Brief description of expense: Copier lease at \$200/mo * 9 months		
Offsite Storage:	\$	2,700
Brief description of expense: storage at \$300/mo * 9 months		
Audit & Accounting:	\$	7,500
Brief description of expense: Annual audit proportional exp \$7500 for 9 months (annual expense \$10,000)		
Total General Operating:	\$	55,500

Staff Travel:

Out-of-Town Travel	\$	10,000
Brief description of expense: \$2000 * 5 staff for Healthcare for Homeless and Street Medicine conferences		
Total Staff Travel:	\$	10,000

Consultants/Subcontractors:

Consultants/Subcontractors:	\$	56,250
Brief description of expense: \$75,000 annually for Sal & Ben for Representative Payee services, \$56,250 for 9 months		
Consultants/Subcontractors:	\$	125,000
Brief description of expense: \$125,000 to vendor RTZ at direction of IT dept for building electronic med record for homeless svcs		
Consultants/Subcontractors:	\$	20,000
Brief description of expense: 20,000 to professional registries for bringing in on-call medical and driver svcs during staff shortage		

DPH 6: BHS BUDGET JUSTIFICATION

Contractor Name: Public Health Foundation Enterprises, Inc.
Program Name: SFHOT
Funding Term: 8/1/14-6/30/15

Appendix #: B-1
Page #: 9

Consultants/Subcontractors: \$ 21,326

Brief description of expense: Homeless best practice consultants to align with nation-wide initiatives

Total Consultants/Subcontractors: \$ 222,576

Other:

Other SFPL interns: \$ 55,440

SFPL Client Training/Intern Stipends: not professionals under tax law (no fringe, no tax rpt).

Brief description of expense: Approx 6 peers x max 17.5.

Other Voc trng interns: \$ 50,000

Vocational Client Training/ Intern Stipends: not professionals under tax law (no fringe, no tax rpt).

Brief description of expense: Approx 10 peers x max.17 hours/wk x approx. \$11.55/hr x 52 wks/yr

Other client related supplies: \$ 63,000

Brief description of expense: \$7000/mo to place homeless clients in housing: IDs, documents, engagement incentives, food for 9 months

Other car parking for outreach: \$ 27,000

Brief description of expense: \$3000/mo to overnight park 8-12 cars for 9 months

Other van parking for Engagement Specialists and Street Medicine: \$ 20,340

Brief description of expense: \$2260/mo to reserve park 8 vans for 9 months

Other van maintenance: \$ 30,000

Brief description of expense: required maintenance on leased vans, tires, damage repair

Other van leasing: \$ 50,400

Brief description of expense: \$700/mo x 8 vans x 9 months

Total Other: \$ 296,180

TOTAL OPERATING EXPENSES: \$ 839,456

3) CAPITAL EXPENDITURES:

(If needed. A unit valued at \$5,000 or more)

Capital Expenditure 1: \$ 45,000

Brief description of expense: Van fleet augmentation with specialty radio/GPS equipment

Capital Expenditure 2: \$ 35,000

Brief description of expense: Phone and internet wiring upgrades to accommodate EST expansion

Capital Expenditure 3: \$ 20,000

Brief description of expense: expansion of staff requires new facility to construct secure Medication room

TOTAL CAPITAL EXPENDITURES: \$ 100,000

TOTAL DIRECT COSTS: \$ 4,904,368

DPH 6: BHS BUDGET JUSTIFICATION

Contractor Name: Public Health Foundation Enterprises, Inc.
Program Name: SFHOT
Funding Term: 8/1/14-6/30/15

Appendix #: **B-1**
Page #: **10**

4) INDIRECT COSTS

Brief description of Indirect Cost Expenses:

	Amount
Indirect costs cover fiscal and human resources management staff and systems costs. Costs calculated at 12% of total costs.	\$ 588,524

An allocation of administrative & support staff salary and related fringe benefits and general overhead expenses related to the contract. Rate is 12% of Direct Cost.

TOTAL INDIRECT COSTS: \$ 588,524

TOTAL EXPENSES: \$ 5,492,892

DPH 7: Contract-Wide Indirect Detail

Contractor Name:	Public Health Foundation Enterprises, Inc.	Appendix#: B-1
Program Name:	SFHOT	Page #: 11
Document Date:	8/22/14	
Fiscal Year:	2014-15	

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Benefits Coordinator	0.10	7,491
Workers Comp & Safety Administrator	0.20	10,920
LOA Coordinator	0.15	10,241
HR Assistant	1.00	42,000
HR Generalist - San Francisco	1.00	78,750
HR Manager	0.08	14,981
Contract & Grant Manager	0.55	46,200
Sr Admin Analyst - San Francisco	1.00	84,000
Sr. Budget Analyst	0.30	24,733
Accounts Payable Specialist	0.30	16,715
Payroll Specialist	0.15	7,473
Director, Contract and Grant Management	0.10	13,125
Controller	0.05	6,300
CFO	0.05	10,000
CEO	0.05	15,750
SUBTOTAL SALARIES		388,679
EMPLOYEE FRINGE BENEFITS	30%	116,098
TOTAL SALARIES & BENEFITS		504,777

2. OPERATING COSTS

Expense line item:	Amount
Occupational Inoculations	3,050
Employee Background Checks	5,080
Job Posting/Recruitment	1,200
HR Materials (policy procedure manuals, training manuals)	3,000
Staff Travel	37,417
Physical Check	12,000
Check Delivery	2,000
Liability Insurance	5,000
Staff Travel/SFHOT EE Mileage	15,000
TOTAL OPERATING COSTS	83,747

TOTAL INDIRECT COSTS (Salaries & Benefits + Operating Costs)	588,524
---	----------------

Appendix C

RESERVED

THIS PAGE IS LEFT BLANK AND IS NOT BEING USED

**Appendix D
Additional Terms**

1. HIPAA

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor falls within the following definition under the HIPAA regulations:

- ☐ A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- ☒ A Business Associate subject to the terms set forth in Appendix E;
- ☐ Not Applicable, Contractor will not have access to Protected Health Information.

2. THIRD PARTY BENEFICIARIES

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

3. MATERIALS REVIEW

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

4. EMERGENCY RESPONSE

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

5. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Appendix E

BUSINESS ASSOCIATE ADDENDUM

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

RECITALS

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

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

1. Definitions

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

- k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
 - l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
 - m. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
 - n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - o. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (ii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. m. of the Addendum, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
 - c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R.

Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

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

Secretary concurrently with providing such Protected Information to the Secretary.

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

any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

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

d. **Disclaimer**

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties

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

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

Appendix F (GF-SA)
PAGE A

Control Number

Contractor: Public Health Foundation Enterprises, Inc.

Address: 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746

Tel. No.: (562) 699-7320

Fax No.:

CBHS

Funding Term: 08/01/2014 - 06/30/2015

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

S01 AU 14

Ct. Blanket No.: BPHM

TBD

User Cd

Ct. PO No.: POHM

TBD

Fund Source:

General Fund

Invoice Period:

August 2014

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 SFHOT												
SecPrev-19 SA-Sec Prev Outreach	86,193	550			-	-	0%	0%	86,193	550	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 2,842,018.00	\$ -	\$ -	0.00%	\$ 2,842,018.00
Fringe Benefits	\$ 1,051,544.00	\$ -	\$ -	0.00%	\$ 1,051,544.00
Total Personnel Expenses	\$ 3,893,562.00	\$ -	\$ -	0.00%	\$ 3,893,562.00
Operating Expenses:					
Occupancy	\$ 108,000.00	\$ -	\$ -	0.00%	\$ 108,000.00
Materials and Supplies	\$ 147,200.00	\$ -	\$ -	0.00%	\$ 147,200.00
General Operating	\$ 55,500.00	\$ -	\$ -	0.00%	\$ 55,500.00
Staff Travel	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Consultant/ Subcontractor	\$ 222,576.00	\$ -	\$ -	0.00%	\$ 222,576.00
Other: SFPL Client Training/Intern Stipends,	\$ 240,740.00	\$ -	\$ -	0.00%	\$ 240,740.00
Vocational Client Training/Intern Stipends, Car	\$ -	\$ -	\$ -	0.00%	\$ -
Parking, Van Parking, Van Maintenance, Van Lease	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 784,016.00	\$ -	\$ -	0.00%	\$ 784,016.00
Capital Expenditures	\$ 100,000.00	\$ -	\$ -	0.00%	\$ 100,000.00
TOTAL DIRECT EXPENSES	\$ 4,777,578.00	\$ -	\$ -	0.00%	\$ 4,777,578.00
Indirect Expenses	\$ 573,310.00	\$ -	\$ -	0.00%	\$ 573,310.00
5	\$ 5,350,888.00	\$ -	\$ -	0.00%	\$ 5,350,888.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F (GF-WO)
PAGE A

Control Number

Contractor: Public Health Foundation Enterprises, Inc.

Address: 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746

Tel. No.: (562) 699-7320

Fax No.:

CBHS

Funding Term: 09/01/2014 - 06/30/2015

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

S02 SE 14

Ct. Blanket No.: BPHM

TBD

Ct. PO No.: POHM

TBD

Fund Source:

SA Work Order-Public Library SFHOT

Invoice Period:

September 2014

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 SFHOT - HMHS HOME LSWO												
SecPrev-19 SA-Sec Prev Outreach	5,025	20			-	-	0%	0%	5,025	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 52,463.00	\$ -	\$ -	0.00%	\$ 52,463.00
Fringe Benefits	\$ 18,887.00	\$ -	\$ -	0.00%	\$ 18,887.00
Total Personnel Expenses	\$ 71,350.00	\$ -	\$ -	0.00%	\$ 71,350.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: SFPL Client Training/ Intern Stipends	\$ 55,440.00	\$ -	\$ -	0.00%	\$ 55,440.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 55,440.00	\$ -	\$ -	0.00%	\$ 55,440.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 126,790.00	\$ -	\$ -	0.00%	\$ 126,790.00
Indirect Expenses	\$ 15,214.00	\$ -	\$ -	0.00%	\$ 15,214.00
5	\$ 142,004.00	\$ -	\$ -	0.00%	\$ 142,004.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

Appendix G

Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors 9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- **Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- **Step 3** Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

Appendix G

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.



CERTIFICATE OF LIABILITY INSURANCE

PUBLHEA-02

MABIELEN

DATE (MM/DD/YYYY)

9/4/2014

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

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

PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME:	
	PHONE (A/C, No, Ext): (818) 539-2300	FAX (A/C, No): (818) 539-2301
INSURED Public Health Foundation Enterprises, Inc. 12801 Crossroads Prkwy So.#200 City Of Industry, CA 91746	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Landmark American Insurance Company	NAIC # 33138
	INSURER B: Philadelphia Indemnity Insurance Company	18058
	INSURER C: RSUI Indemnity Company	22314
	INSURER D: Starr Indemnity & Liability Company	38318
	INSURER E: Berkley Regional Insurance Company	29580
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	X		LHC824736	09/05/2014	09/05/2015	EACH OCCURRENCE \$ 5,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000		
	<input checked="" type="checkbox"/> Prof Liab \$5mm/\$5mm						MED EXP (Any one person) \$ 5,000		
	<input checked="" type="checkbox"/> Abuse Liab \$1mm/\$1mm						PERSONAL & ADV INJURY \$ 5,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 6,000,000		
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PRODUCTS - COMP/OP AGG \$ 5,000,000							
<input type="checkbox"/> OTHER:									
B	AUTOMOBILE LIABILITY	X		PHPK1227045	09/05/2014	09/05/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$		
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$		
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$		
	<input type="checkbox"/> SCHEDULED AUTOS						NON-OWNED AUTOS \$		
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			NHA236307	09/05/2014	09/05/2015	EACH OCCURRENCE \$ 4,000,000		
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000		
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						Over WC & Auto \$		
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>		
							E.L. EACH ACCIDENT \$ 1,000,000		
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	N/A	X	1000001023	06/01/2014	06/01/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below								
E	Fidelity Coverage			BCR7100095914	09/05/2014	09/05/2015	Blanket Limit 2,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: PHFE-SFHOT Contract

Certificate holder is named as Additional Insured, but only with respects to the operations for the Named Insured.
30 days notice or cancellation, except 10 days for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco
25 Van Ness Avenue, Suite 750
San Francisco, CA 94102

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CLAIMS MADE

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

The City and County of San Francisco, Department of Public Health, its officers, agents, employees and members of Boards & Commission.

Re: Approved Vendor List.

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

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

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

All other terms and conditions of this policy remain unchanged.

This endorsement effective. 9/5/2014
forms part of Policy Number: LHC824736
issued to PUBLIC HEALTH FOUNDATION ENTERPRISES INC
by Landmark American Insurance Company

Endorsement No.: 1

POLICY NUMBER: PHPK1227045

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/05/2014	Countersigned By:  (Authorized Representative)
Named Insured: PUBLIC HEALTH FOUNDATION ENTERPRISE	

SCHEDULE

Name of Person(s) or Organization(s): The City and County of San Francisco, Department of Public Health, its offices, agents, and employees

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Where required by contract.

County of Los Angeles Dept. of Public Health
Contracts & Grants Division
313 N Figueroa St 6 Flr West
Los Angeles, CA 90012

L & O Aliso Viejo, LLC
dba: Renaissance ClubSport Aliso Viejo
50 Enterprise Drive
Aliso Viejo, CA 92656

The City and County of San Francisco
Department of Public Health
25 Van Ness Avenue, #500
San Francisco, CA 94102

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2014

Policy No.: 1000001023

Endorsement No.:

Insured: Public Health Foundation

Premium:

Enterprises, Inc.

Insurance Company:

Countersigned by: 

