



CONTRACT PURCHASE ORDER RELEASE  
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000276  
PO AMOUNT: \$1,608,247.00

TO: HYDE STREET COMMUNITY SERVICES INC  
134 GOLDEN GATE AVE  
SAN FRANCISCO CA 94102

PO PRINT DATE: 12/20/2010

CONTACT: CYNTHIA GYORI, EXEC  
PHONE : 415-673-5700

VENDOR ID: 62707

TERMS: NET  
FOB : DEST

ISSUE DATE : 12/16/2010

BPO # : BPHM11000041 <<  
EFF. DATE : 07/01/2010  
EXP. DATE : 12/31/2015

DELIVER TO: 1380 HOWARD ST 4TH FLOOR  
SAN FRANCISCO CA 94103-0000

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE : 12/20/2010  
PHONE: \_\_\_\_\_

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

INVOICE TO: SUBSTANCE ABUSE & FORENSICS (HMI01)  
1380 HOWARD ST - RM 444  
SAN FRANCISCO CA 94103-0000

TERMS:

THIS CONTRACT PURCHASE ORDER AND THE ACCOMPANYING SIGNED CONTRACT  
AUTHORIZE YOU TO BEGIN PERFORMING THE CONTRACT AND INVOICING THE  
CITY. THIS IS SUBJECT TO THE TERMS AND CONDITIONS IN THE CONTRACT. ANY  
TERMS AND CONDITIONS ON THE REVERSE OF THIS DOCUMENT DO NOT APPLY.

YOU MUST INCLUDE THE CONTRACT PURCHASE ORDER NUMBER ON ALL INVOICES.



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ITEM	COMMODITY ID	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
	NAME/SPECS					
1	7400-20	EA	N	1.00	1,363,357.0000	1,363,357.00
	SVC,MED/HLTH;CMH (COMMUNITY MENTAL HEALTH)					

TO SECURE COMMUNITY BASED MENTAL HEALTH SERVICES.

-----CONTRACT TERM-----	CONTRACT AMOUNT
JULY 01, 2010 THRU DECEMBER 31, 2010 (BPHM065000023)	\$1,223,088
JULY 01, 2010 THRU JUNE 30, 2011	\$1,562,985
JULY 01, 2011 THRU JUNE 30, 2012	\$2,786,073
JULY 01, 2012 THRU JUNE 30, 2013	\$2,786,073
JULY 01, 2013 THRU JUNE 30, 2014	\$2,786,073
JULY 01, 2014 THRU JUNE 30, 2015	\$2,786,073
JULY 01, 2015 THRU DECEMBER 31, 2015	\$1,393,037
CONTINGENCY AMOUNT	\$1,838,808
TOTAL CONTRACT AMOUNT	\$17,162,210

THE TOTAL CONTRACT AMOUNT IS \$17,162,210. THIS BLANKET PURCHASE ORDER IS SET UP FOR \$15,939,122 BECAUSE A PARTIAL FY10-11 ENCUMBRANCE (\$1,223,088) HAS ALREADY BEEN RELEASED FROM BPHM06500023.

TOTAL CONTRACT AMOUNT \$17,162,210  
PARTIAL FY10-11 ENCUMBRANCE RELEASED FROM BPHM06500023 (\$ 1,223,088)  
BLANKET PURCHASE ORDER AMOUNT \$15,939,122

2	7400-20	EA	N	1.00	15,572.0000	15,572.00
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3	7400-20	EA	N	1.00	2,500.0000	2,500.00
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4	7400-20	EA	N	1.00	226,818.0000	226,818.00
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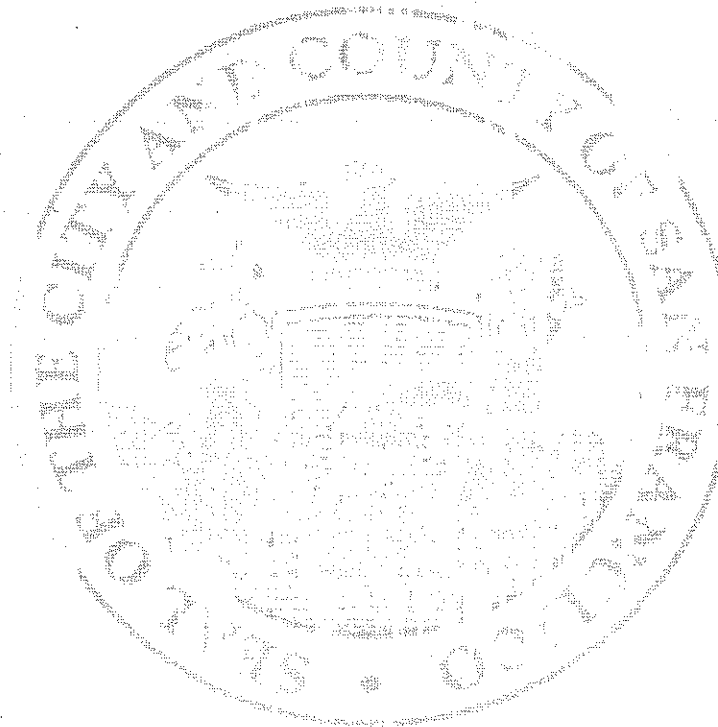


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TOTAL ITEMS AMOUNT	\$1,608,247.00
SALES TAX	\$ .00
INVOICE AMOUNT	\$1,608,247.00

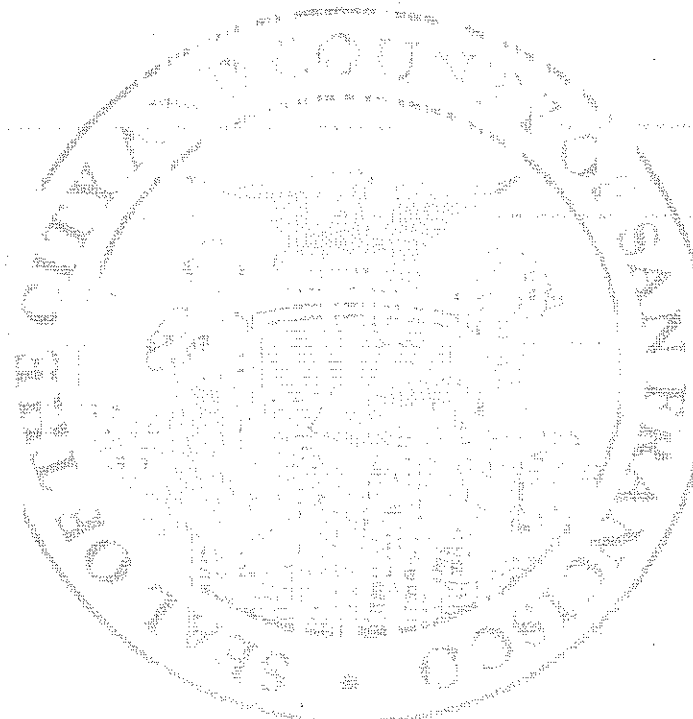




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SFX INDEX	SUBOBJ	USERCODE	PROJECT	PRJDTL	GRANT	GRNTDTL	AMOUNT
01	HMHMCC730515	02789					1,363,357.00
02	HMHMRCGRANTS	02789			HMPATH 11		15,572.00
03	HMHMRCGRANTS	02789			HMM007 1105		2,500.00
04	HMHMPROP63	02789	PMHS63	1105			226,818.00
							-----
							1,608,247.00





<b>ADPICS/FAMIS 10-11</b> <b>CITY/COUNTY OF SAN FRANCISCO</b> <b>CONTRACT PURCHASE ORDER INPUT FORM</b>		Original <input checked="" type="checkbox"/>		DOCUMENT NUMBER DPHM11000276 BPHM11000041		DEPARTMENT <b>82 Mental Health &amp; Substance Abuse</b>																																																														
		Modification-Increase <input type="checkbox"/>				DEPARTMENT CONTROL NO <b>HM-11-5479-MH</b>																																																														
		-Decrease <input type="checkbox"/>				DATE <b>10/26/10</b>																																																														
		Date Change Only <input type="checkbox"/>				PAGE <b>1</b> OF <b>1</b>																																																														
Complete for Contract Order type Agreements and Contracts				ORIGINAL CONTRACT NUMBER <b>COHM11000215</b>																																																																
AMOUNT OF THIS ENCUMBRANCE \$ <b>1,562,985</b>		TOTAL APPROVED CONTRACT \$ <b>17,162,210</b>		FROM <b>7/1/10</b>		PERIOD COVERED <b>06/30/11</b>																																																														
OTHER DEPARTMENT INFORMATION OR IUP		CIVIL SERVICE RESOLUTION NO.		DPHM11000016																																																																
<b>CMS 6980</b>		<b>4152-09/10</b>																																																																		
CONTRACTOR <b>Hyde Street Community Services</b> ADDRESS <b>134 Golden Gate Ave San Francisco, CA 94102</b>		VENDOR NO. <b>62707</b> SUFF. <b>01</b> PERMITS No <b>45-0493846</b> Phone # <b>415-564-2607</b>		DELIVER TO <b>Same</b>		SEND INVOICES IN DUPLICATE TO (Inter-Office) <b>PH&amp;P Accounting Office 1380 Howard St., Rm. 447 San Francisco, CA 94103</b>																																																														
TERMS OF PAYMENT <b>Monthly</b>		RETAINAGE REQUIRED, YES/NO: <b>NO</b> IF YES, AMOUNT OR %		INSURANCE <b>REQUIRED</b>		EXPIRATION <b>DATE</b>																																																														
COMMODITY OR SERVICE CODE #		DETAILED DESCRIPTION OF SERVICES AND PRODUCTS		AMOUNT		ATTACH																																																														
<b>7400-18 (CSAS)</b> <b>7400-20 (CMHS)</b> <b>PROFSERV -- BID</b>		<b>FY10-11 New contract</b> per award letter dated 9/29/10.		WORKER'S COMP <b>\$1,000,000</b> <b>7/1/2011</b> <input checked="" type="checkbox"/>		COMP. GEN. LIABILITY <b>\$1,000,000</b> <b>7/1/2011</b> <input checked="" type="checkbox"/>																																																														
		AUTOMOBILE <b>\$1,000,000</b> <b>7/1/2011</b> <input checked="" type="checkbox"/>		UMBRELLA		FIDELITY BOND/ COMM. BLANKET <b>\$750,000</b> <b>7/1/2011</b> <input checked="" type="checkbox"/>																																																														
		Contract Term: <b>07/01/10-12/31/15</b>		OTHER INSURANCE: <b>Prof. Liab \$1,000,000</b> <b>7/1/2011</b> <input checked="" type="checkbox"/>		ATTACHMENTS - Please identify by title or description																																																														
		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Original Award:</th> <th>Contingency Approved</th> <th>Contingency Used</th> <th>Encumb. Total</th> <th>Contingency Still Avail.</th> <th>Blanket Total</th> </tr> </thead> <tbody> <tr> <td>10-11 Prev Enc(BPHM06500023)</td> <td>\$ 1,223,088</td> <td></td> <td></td> <td>\$ 1,223,088</td> <td></td> <td></td> </tr> <tr> <td>10-11 This Encu.</td> <td>\$ 1,562,985</td> <td></td> <td></td> <td>\$ 1,562,985</td> <td></td> <td></td> </tr> <tr> <td>11-12 To Be Encu.</td> <td>\$ 2,786,073</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>12-13 To Be Encu.</td> <td>\$ 2,786,073</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>13-14 To Be Encu.</td> <td>\$ 2,786,073</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>14-15 To Be Encu.</td> <td>\$ 2,786,073</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>15-16 To Be Encu.</td> <td>\$ 1,393,037</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Total contract</b></td> <td><b>\$ 15,323,402</b></td> <td><b>\$ 1,838,808</b></td> <td><b>\$ -</b></td> <td><b>\$ 2,786,073</b></td> <td><b>\$ 1,838,808</b></td> <td><b>\$ 17,162,210</b></td> </tr> </tbody> </table>			Original Award:	Contingency Approved	Contingency Used	Encumb. Total	Contingency Still Avail.	Blanket Total	10-11 Prev Enc(BPHM06500023)	\$ 1,223,088			\$ 1,223,088			10-11 This Encu.	\$ 1,562,985			\$ 1,562,985			11-12 To Be Encu.	\$ 2,786,073						12-13 To Be Encu.	\$ 2,786,073						13-14 To Be Encu.	\$ 2,786,073						14-15 To Be Encu.	\$ 2,786,073						15-16 To Be Encu.	\$ 1,393,037						<b>Total contract</b>	<b>\$ 15,323,402</b>	<b>\$ 1,838,808</b>	<b>\$ -</b>	<b>\$ 2,786,073</b>	<b>\$ 1,838,808</b>	<b>\$ 17,162,210</b>	SYSTEM USE	
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PREPARED BY (Print) <b>Ada Ling</b> Senior Administrative Analyst Phone # <b>255-3493</b> Fax # <b>252-3088</b>		APPROVALS																																																																		
APPROVED BY (Signature) (Print Name)		MATERIALS, SUPPLIES, & SERVICES - PURCHASER REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY CONTROLLER																																																																		
BOARD OR COMMISSION		ADDENDUM ATTACHED <input type="checkbox"/>																																																																		
Line	Document Number	Amount	Index Code	Sub-Object	User Code	Project	Grant																																																													
No.	Number Suffix					Project Project Detail	Grant Grant Detail																																																													
1		\$ (45,262) 00	HMHSCCRES227	02789	HAL # 11/24/10																																																															
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	<b>Total</b>	\$ 1,562,985 00																																																																		

2010 DEC -3 PM 3:49

RECEIVED  
SFDPH-FISCAL  
(Contracts)



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  
Hyde Street Community Services, Inc.

This Agreement is made this 1st day of July, 2010 in the City and County of San Francisco, State of California, by and between **Hyde Street Community Services, Inc.**, 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, Community Behavioral Health Services, ("Department") wishes to secure community based mental health services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on **July 31, 2009** and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC 4152-09/10 on June 21, 2010;

Now, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Department of Public Health**, in his or her sole discretion, concludes has been performed as of the 30<sup>th</sup> day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seventeen Million One Hundred Sixty Two Thousand Two Hundred Ten Dollars (\$17,162,210)**. 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. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. **Disallowance.** If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

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

possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

- 1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- 2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- 3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- 4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

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

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

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

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

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

Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

## 15. Insurance

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

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

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

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

4) 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 in the amount of the Initial Payment provided for in the Agreement - \$ 602,507.

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

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

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

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

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

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

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

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

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

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

#### **16. Indemnification**

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

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

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

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

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

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

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

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

And, item 1 of Appendix D attached to this Agreement

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

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

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

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

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

**21. Termination for Convenience**

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

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

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

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

3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

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

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

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

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination

overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City 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.   |

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

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

**24. Proprietary or Confidential Information of City**

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



b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services under this Agreement, whether disclosed by the City or by the individuals themselves, shall be held in the strictest confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. Contractor understands and agrees that this duty of care shall extend to confidential information contained or conveyed in any form, including but not limited to documents, files, patient or client records, facsimiles, recordings, telephone calls, telephone answering machines, voice mail 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:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, Room 442 San Francisco, California 94103	FAX: (415) 252-3088 e-mail: Ada.ling@sfdph.org
And:	Rudy Aguilar, Program Manager Department of Public Health 1380 Howard Street, 5/F San Francisco, California 94103	FAX: (415) 255-3567 e-mail: Rudy.Aguilar@sfdph.org
To CONTRACTOR:	134 Golden Gate Avenue San Francisco, CA 94102	FAX: (415) 292-7140 e-mail: hydestinc@sbcglobal.net

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

**33. Local Business Enterprise Utilization; Liquidated Damages**

**a. The LBE Ordinance.**

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

**b. Compliance and Enforcement**

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

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

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

#### 34. Nondiscrimination; Penalties

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

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

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

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

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

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](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

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

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

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

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

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

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

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

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

**44. Requiring Health Benefits for Covered Employees.** Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at

www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

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

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

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

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

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

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

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

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

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

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause

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

#### **45. First Source Hiring Program**

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

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

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

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

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

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

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers



shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- 6) Set the term of the requirements.
- 7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- 8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- 9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

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

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

e. **Liquidated Damages.** Contractor agrees:

- 1) To be liable to the City for liquidated damages as provided in this section;
- 2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- 3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- 4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- 5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
  - (a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
  - (b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals

under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

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

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

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

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

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

**47. Preservative-treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

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

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

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

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

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

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

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

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

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

**58. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with

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

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

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

**60. Left blank by agreement of the parties. (Slavery era disclosure)**

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

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

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


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

CITY

CONTRACTOR

Recommended by:

Hyde Street Community Services, Inc.

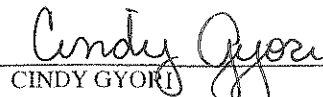
  
\_\_\_\_\_  
MITCHELL H. KATZ, M.D.  
Director of Health / 10-29-10  
Date

Approved as to Form:


DENNIS J. HERRERA  
City Attorney

  
\_\_\_\_\_  
By: TERENCE HOWZELL / 11/4/10  
Deputy City Attorney Date

Approved:

  
\_\_\_\_\_  
CINDY GYORI / 10/27/10  
Executive Director Date  
134 Golden Gate Avenue  
San Francisco, CA 94102

City vendor number: 62707

  
\_\_\_\_\_  
b- NAOMI KELLY / 12/05/10  
Director Office of Contract Date  
Administration and Purchaser

Appendices

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

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## Appendix A

### COMMUNITY BEHAVIORAL HEALTH SERVICES

The following requirements are incorporated into Appendix A, as provided in this Agreement under Section 4. SERVICES.

A. Contract Administrator:

In performing the SERVICES hereunder, CONTRACTOR shall report to Rudy Aguilar, Contract Administrator for the CITY, or her designee.

B. Reports:

(1) 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.

(2) CONTRACTOR agrees to submit to the Director of Public Health or his designated agent (hereinafter referred to as "DIRECTOR") the following reports: Annual County Plan Data; Utilization Review Data and Quarterly Reports of De-certifications; Peer Review Plan, Quarterly Reports, and relevant Peer Review data; Medication Monitoring Plan and relevant Medication Monitoring data; Charting Requirements, Client Satisfaction Data, Program Outcome Data, and Data necessary for producing bills and/or claims in conformance with the State of California Uniform Method for Determining Ability to Pay (UMDAP; the state's sliding fee scale) procedures.

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.

Space owned, leased or operated by providers, including satellites, and used for SERVICES or staff shall meet local fire codes. Documentation of fire safety inspections and corrections of any deficiencies shall be made available to reviewers upon request.

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. 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, except to the extent that the SERVICES are to be rendered to a specific population as described in Appendix A.

CONTRACTOR shall adhere to Title XIX of the Social Security Act and shall conform to all applicable Federal and State statutes and regulations. CONTRACTOR shall ensure that all clients will receive the same level of care regardless of client status or source of reimbursement when SERVICES are to be rendered.

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, §5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and record keeping.

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

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

(4) CONTRACTOR is responsible for 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.

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

L. Billing and Information System

CONTRACTOR agrees to participate in the CITY'S Community Mental Health Services (CMHS) and Community Substance Abuse Services (CSAS) Billing and Information System (BIS) and to follow data reporting procedures set forth by the CMHS/CSAS BIS and Quality Improvement Units.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

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

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

P. Compliance with Community Mental Health Services and Community Substance Abuse Services Policies and Procedures

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

**2. Description of Services**

Detailed description of services are listed below and are attached hereto

Appendix A-1 Hyde Street Community Services, Inc HSCS

Contractor: Hyde Street Community Services Inc.  
Program: Outpatient  
Contract Term:  
CMS Contract #:

Appendix A,  
7/1/10 – 6/30/11

Funding Source(s): CBHS MH, MHSA

### SUMMARY

Service Providers:	Hyde Street Community Services, Inc.
Fiscal Agency:	
Total Contract Amount:	\$ 2,786,073
System of Care:	Ernestina Carrillo, LCSW
Provider Address:	134 Golden Gate Avenue
Provider Phone:	Provider Fax #: 415.292.7140
Contact Person:	Cindy Gyori, Executive Director, 415.673.5700 <hydestinc@sbcglobal.net>

Program Name:	Hyde Street Community Services, Inc HSCS
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#### Appendix A

Amount Year One:	\$2,786,073	Funding Source: SDMCFFS, MHSA, SAMHSA, PATH, CGF
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Term :	7/1/10 – 6/30/11
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Definition and # of UOS:	A UOS is 1 minute of direct contact with a client	#968,502
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Service description:

To provide a comprehensive spectrum of outpatient behavioral health services from low intensity to ICM, appropriate to the individual consumer's level of need and impairment, that embodies the philosophies of Recovery, Harm Reduction, Cultural Competency and Consumer Participation

List each Service Modality:

A UOS is 1 minute of direct contact with a client toward resolution of: 1.crisis, 2.medication evaluation and management, 3.clinical assessment, 4.individual or family involved in clients care, 5.symptoms and behavior management and 7.community stabilization and functioning

Number of UDC/NOC:	3363	Total UOS	968,502
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Hyde Street Community Services, Inc.  
Tenderloin Clinic  
City Fiscal Year: '10-'11

Appendix A-1  
Contact Term:  
07/01/10 through 06/30/11

## Section 1. Program Name:

Hyde Street Community Services, Inc.  
Program Address: 134 Golden Gate Avenue  
City, State, Zip Code: San Francisco, CA, 94102  
Telephone: (415) 673-5700  
Facsimile: (415) 292-7140

## Section 2. Nature of Document

☒ New      ☐ Renewal      ☐ Modification

## Section 3. Goal Statement

To provide a comprehensive spectrum of outpatient behavioral health services from low intensity to ICM, appropriate to the individual consumer's level of need and impairment, that embodies the philosophies of Recovery, Harm Reduction, Cultural Competency and Consumer Participation.

## Section 4. Target Population

Hyde Street Community Services (HSCS) provides a comprehensive continuum of mental health services to an adult population residing in the Central City area of San Francisco. Individuals present with a wide array of situational, acute and chronic mental health issues. These are often complicated by social, economic, housing, physical health and substance abuse problems.

HSCS is committed to providing culturally relevant services to the diverse ethnic and racial populations residing in the Tenderloin. The largest of these groups are Arab-speaking, Southeast Asian, and African American, and most recently, Latinos. Presently, the Clinic provides citywide services to the Arab-speaking population.

Intensive Case Management (FSP program) will target adult residents of San Francisco who have been identified as dually diagnosed, exhibiting both mental health and substance abuse problems, and who present with multiple and complex issues that require more intensive services than can be addressed in standard outpatient programs. These issues may include: 1) homelessness or risk of homelessness, 2) history of criminal justice involvement, 3) inability to maintain stable interpersonal relationships or employment due to emotional dysregulation and poor impulse control, 4) self-destructive behaviors including suicidal impulses, self-mutilation, and high risk behaviors likely to result in harm, and 5) history of abuse and trauma, and 6) lack entitlements or stable source of income.

## Section 5. Modalities/Interventions

### Crisis Intervention

"Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

**A unit of service is 1 minute of direct contact with a client toward resolution of the crisis.**

**Medication Support Services.**

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

**A unit of service is one minute of contact directly with a client, or with others on behalf of the client regarding evaluation and management of medications.**

**Mental Health Services.**

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

**Assessment.**

"Assessment" means a service activity which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

**A unit of service is one minute of time providing a face-to-face clinical assessment of an individual directly or indirectly in consultation with another provider.**

**Collateral.**

"Collateral" means a service activity to a significant support person in a beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary.

The beneficiary may or may not be present for this service activity.

**A unit of service is one minute of contact with an individual, outside of the agency, who is engaged with the client's care.**

**Therapy.**

"Therapy" means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

**A unit of service is one minute of contact with an individual (or a group) addressing management of symptoms and behaviors.**

**Targeted Case Management**

"Targeted Case Management" means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

**A unit of service is one minute of contact with a client or on behalf of a client to stabilize functioning in the community.**

**Section 6. Methodology**

**A. Recruitment and Hiring**

HSCS is an equal opportunity employer and makes every effort to attract qualified staff and interns who are bi-cultural and/ or bi-lingual. Hiring and promotion are conducted in accordance with the policies established in the union contract with SEIU, Local 1021.

**B. Admission Criteria and Process**

Hyde Street Community Services will participate in the CBHS Advanced Access initiative, including timely measurement of data at the site and reporting of data to CBHS as required and which may be changed from time to time with prior notice from CBHS.

HSCS will provide services to those individuals who are eligible for System of Care services, following the admission criteria specified by CBHS guidelines. The Tenderloin Clinic will accept referrals authorized by Central Access, inpatient units, and other CBHS programs who meet medical necessity and authorization criteria. In addition, individuals residing in the community, who drop in, will be assessed for admission according to the same criteria.

The Tenderloin Clinic will adhere to CBHS guidelines regarding assessment and treatment of indigent clients and will participate in the CMHS Advanced Access initiative and is committed to providing an initial assessment and medication evaluation, as needed, within 24 to 48 hours of request.

**C. Description of Services**

The mental health services of the Hyde Street Community Services, Inc. should be viewed as a integrated program comprised of two complimentary components: Outpatient Services, through the Tenderloin Outpatient Services and intensive wrap-around services with the FSP Team. Within this range of services, clients will receive treatment appropriate to their need, in the least restrictive setting and in adherence to CBHS medical necessity and admission criteria.

The Tenderloin Outpatient Clinic will provide services from 9:00 am to 5:00 pm, Monday through Friday. On an as needed or emergency basis, services may be available before 9:00 am or after 5:00 pm. Services may be provided outside the clinic, in the community or in other CBHS facilities when appropriate.

In adopting the philosophy of the Mental Health Services Act and in compliance with the FSP guidelines issued by State the Hyde Street FSP will:

1. Embrace the five main MHSA concepts of cultural competence, client/ family participation,

wellness focus, recovery focus, and integrated service experience as demonstrated in chart documentation and 100% of audited charts will document all five concepts in the client's Plan of Care or in progress notes.

2. Participate in all required FSP trainings sponsored by the State and CBHS.
3. Comply with all State data collection protocols and deadlines by submitting data directly to the State as required, including initial data, quarterly assessments, key tracking, consumer participation, progress reports, and CSI information.
4. Provide FSP intensive wrap-around services with 24/7 crisis response capability, including linkage and coordinated care services.

#### **Outpatient Services:**

The Outpatient Services are designed to meet the behavioral health needs of the residents of the Tenderloin area of San Francisco. It is comprehensive program, fulfilling the CMHS mission of serving as a safety net for individuals with acute and chronic psychiatric problems.

The scope of services included in the outpatient program will include:

- Assessment and Referral Services
- Collateral Contacts
- Crisis Intervention
- Individual, Group and Family Therapy
- Case Management Brokerage
- Psychiatric Evaluation and Medication Monitoring / Support
- Dual Diagnosis Services
- Urgent Care
- Psychological Testing Services
- Outreach

#### **D. Exit Criteria and Discharge Planning**

Because of limited and shrinking mental health resources, coupled with the need to immediately serve many new acute clients coming in the front door, the Tenderloin Outpatient Clinic will consistently apply utilization review and discharge/ exit criteria to alleviate increasing caseload pressure, and to prioritize services to those most in need. Clinicians will consider such factors as: risk of harm, functional status, psychiatric stability and risk of decompensation, medication compliance, progress and status of Care Plan objectives, and the client's overall environment, to determine which clients can be discharged from MHS/ CMB services into medication-only, or to PPN/ Primary Care. The Clinic will also begin utilizing more of time-efficient brief therapy and group interventions to maximize the number of clients that can be helped, which can be started by sending clinicians to trainings on these modalities.

Clinicians in the FSP will consider such factors as: risk of harm, functional status, psychiatric stability and risk of de-compensation, medication compliance, progress and status of Care Plan objectives, and the client's overall environment, to determine which clients can be discharged from the FSP services and referred to standard outpatient care.

Individuals enrolled in the FSP program will be evaluated bi-annually for continued need for intensive services. When it is deemed that clients no longer need intensive services, they will be transitioned into the general outpatient services, continuing with medication management, non-intensive case-management, and individual and group treatment. Clinicians will consider such factors as: risk of harm, functional status, psychiatric stability and risk of de-compensation, medication compliance, progress and status of Care Plan objectives, and the client's overall environment, to determine which clients can be discharged from the FSP services and referred to standard outpatient care.

See Exhibit B

## SECTION 7: Objectives and Measurement

### A. PERFORMANCE/OUTCOME OBJECTIVES

#### OUTCOME A: IMPROVE CLIENT SYMPTOMS

##### Objective A.1: Reduce Psychiatric Symptoms

A1.a. The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-2011 will be reduced by at least 15 % compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010 – June 2011 will be compared with the data collected in July 2009– June 2010. Programs will

be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5 % or less of the clients hospitalized.

##### Data Source:

CBHS Billing Information System. CBHS will compute.

A.1.e. 75 % of clients who have been served for two months or more will have met or partially met 50 % of their treatment goals at discharge.

##### Client Inclusion Criteria:

Clients discharged between July 1, 2010 and June 30, 2011 who have been served continuously for 2 months or more.

##### Data Source:

BIS Reason for Discharge Field.

##### Program Review Measurement:

Objective will be evaluated based on a 12-month period from July 1, 2010 to June 30, 2011.

A.1.l. Providers will ensure that all clinicians who provide mental health services are certified in the use of the Adult Needs and Strengths Assessment (ANSA). New employees will have completed the ANSA training within 30 days of hire.

##### Data Source:

Certification on passage of ANSA test score.

##### Program Review Measurement:

Objective will be evaluated based on a 12-month period from July 1, 2010 to June 30, 2011.

A.1.m. Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial MDR/ANSA assessment and treatment plans completed in the online record within 60 days of episode opening. For the purpose of this performance objective, an 85 % completion rate will be considered a passing score.

##### Client Inclusion Criteria:



Clients open between July 1, 2010 and June 30, 2011 who have been served continuously for 30.

Data Source:

Tracking of PURQC authorization requests and AVATAR.

Program Review Measurement:

Objective will be evaluated based on a 12-month period from July 1, 2010 to June 30, 2011.

**OUTCOME A.3: IMPROVE CLIENT FUNCTIONING**

**Objective B.1: Increase Stable Living Environment**

A.3.a. 35% of clients who were homeless when they entered treatment will be in a more stable living situation after one year in treatment.

Data Source:

Data in AVATAR comparing admission data to annual CSI.

Program Review Measurement:

Objective will be evaluated based on a 12-month period from July 1, 2010 to June 30, 2011.

**OUTCOME B: OTHER MEASURABLE OBJECTIVE/ PROCESS OBJECTIVES**

**Objective B.1.a Access to Services**

75% of uninsured active clients, with a DSM-IV diagnosis code that likely indicates disability, who are open in the program as of July 1, 2010, will have SSI linked Medi-Cal applications submitted by June 30, 2011.

Client Inclusion Criteria:

Uninsured active clients (seen by the program at least once between July 1, 2010 and June 30, 2011) with a DSM-IV diagnosis code that likely indicates disability (list of DSM-IV diagnosis codes will be provided by CBHS) and open in the program as of July 1, 2010.

Data Source:

Program Director will show proof of SSI applications submitted for/by clients (such as copies of applications, or proof of online application submission). Provider shall email DPH SSI Program Coordinator a list containing names and Social Security numbers of clients who applied for SSI through the Agency's assistance at luciana.garcia@sfdph.org.

Program Director shall keep in files proof of SSI applications submitted for/by clients (such as copies of applications or proof of online application submission).

Program Review Measurement:

Objective will be evaluated based on the first 12-month period from July 1, 2010 to June 30, 2011.  
Program Director shall send their lists to SSI Program Coordinator by June 30, 2011.

**Objective B.2.a Treatment Access and Retention**

**During FY 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 60 days of admission for adult mental health treatment providers.**

Client Inclusion Criteria:

Clients admitted to the program from July,1,2010 to June 30,2011.

Data Source:

Measured by BIS information on clients engaged in the treatment process.

**Objective C.1.a Access to Services**

**The Hyde St. FSP will have at least \_\_\_\_\_ new client episode openings for Fiscal Year 2010-2011. Number to be negotiated with Program Manager.**

Client Inclusion Criteria:

Clients admitted to the program from July,1,2010 to June 30,2011.

Data Source:

Measured by BIS information on clients engaged in the treatment process.

**Objective C.2.a Client Outcomes Data Collection**

**For clients on atypical antipsychotics, at least 50% will have metabolic monitoring as per American Diabetes Association Guidelines for the Use of Atypical Antipsychotics in Adults.**

Client Inclusion Criteria:

Clients admitted to the program from July,1,2010 to June 30,2011 who are on atypical antipsychotic medications.

Data Source:

In Avatar, documentation in the Antipsychotic Metabolic Monitoring Form.

**OUTCOME F: HEALTH DISPARITY IN AFRICAN AMERICANS**

**Objective F.1.a. Metabolic and health screening**

**F.1.a. Metabolic screening will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.**

Data Source:

Documentation of screening information in the Avatar Health Monitoring section.

**F.1.b. All clients and families at intake, and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.**

Data Source:

Documentation of screening information in the Avatar Health Monitoring section.

**F.1.c. 75 % of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.**

Data Source:

Documentation of screening information in the Avatar Health Monitoring section.

**OUTCOME G: ALCOHOL USE/DEPENDENCY**

**G.1.a. Information on self-help alcohol and drug addiction groups will be kept on prominent display and distributed to clients and families at all program sites.**

Data Source:

Annual Program Review.

**G.1.b. HSCS will develop clinically appropriate interventions to meet the needs of the specific population served and inform the SOC Program Manager about the interventions.**

Data Source:

Annual Program Review.

**H.1 PLANNING FOR PERFORMANCE OBJECTIVE FY 2011-2012**

**H.1.a. HSCS will remove any barriers to accessing services by African American individuals and families. HSCS will establish a performance improvement objective for FY 2011-2012.**

Program Review Measurement:

Objective will be evaluated by the System of Care, Program Review, and Quality Improvement Unit via a new client's survey with suggested interventions.

**H.1.b. HSCS will promote engagement and remove barriers to retention services by African American individuals and families. HSCS will establish a performance improvement objective for FY 2011-2012.**

Program Review Measurement:

Objective will be evaluated by the System of Care, Program Review, Quality Improvement Unit via a new client's survey with suggested interventions.

**SECTION 8: Continuous Quality Improvement**

HSCS will engage in Continuous Quality Improvement during Fiscal Year 2010-2011 in order to enhance, improve and monitor the quality of services delivered. HSCS will monitor compliance with all Health Commission, Local, State and Federal and/or Funding Source policies and requirements. HSCS will comply with Harm Reduction, HIPPA, Cultural Competency, and Client Satisfaction policies.

**Hyde Street Community Services, Inc.**  
Tenderloin Clinic  
City Fiscal Year: '10-'11

Appendix A-1  
Contact Term:  
07/01/10 through 06/30/11

Program Review Measurement:

Objective will be evaluated by the System of Care, Program Review, Quality Improvement Unit via a new client's survey with suggested interventions.

## Appendix B Calculation of Charges

### I. Method of Payment

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

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

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

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

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

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

### B. Final Closing Invoice

#### (1) Fee For Service Reimbursement:

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

#### (2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR

not to exceed twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

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

## 2. Program Budgets and Final Invoice

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

Budget Summary

CRDC B-1

Appendix B-1 Hyde Street Community Services, Inc HSCS

### B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Seventeen Million One Hundred Sixty Two Thousand Two Hundred Ten Dollars (\$17,162,210)** for the period of **July 1, 2010 through December 31, 2015**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,838,808** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2010 through December 31, 2010	\$1,223,088 (BPHM065000023)
July 1, 2010 through June 30, 2011	\$1,562,985
July 1, 2011 through June 30, 2012	\$2,786,073
July 1, 2012 through June 30, 2013	\$2,786,073
July 1, 2013 through June 30, 2014	\$2,786,073
July 1, 2014 through June 30, 2015	\$2,786,073
July 1, 2015 through December 31, 2015	<u>\$1,393,037</u>
<b>Total of July 1, 2010 through December 31, 2015</b>	<b>\$15,323,402</b>

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

(4) CONTRACTOR further understands that, 1,223,088 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM06500023 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM06500023 for the Fiscal Year 2010-11.

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

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

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

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





# DPH 1: Department of Public Health Contract Budget Summary

CONTRACT TYPE - This contract is:		New	Renewal	Modification		
If modification, Effective Date of Mod.:		# of Mod:		VENDOR ID (DPH USE ONLY):		
LEGAL ENTITY NUMBER:		01123				
LEGAL ENTITY/CONTRACTOR NAME: HYDE STREET COMMUNITY SERVICES INC.						
APPENDIX NUMBER	B-1	B-#	B-#	B-#	B-#	TOTAL
PROVIDER NUMBER	386R					
PROVIDER NAME:	HYDE STREET					
CBHS FUNDING TERM:		07/01/10-06/30/11				
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	2,008,707					2,008,707
OPERATING EXPENSE	517,059					517,059
CAPITAL OUTLAY (COST \$5,000 AND OVER)	0					0
SUBTOTAL DIRECT COSTS	2,525,765	0	0	0	0	2,525,765
INDIRECT COST AMOUNT	260,308					260,308
INDIRECT %	10%	0%	0%	0%	0%	
TOTAL FUNDING USES:	2,786,073	0	0	0	0	2,786,073
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	780,452					780,452
ARRA SDMC FFP (11.59)	180,909					
STATE REVENUES - click below						
GRANTS - click below						
SAMHSA	5,000					5,000
PATH	31,145					31,145
PRIOR YEAR ROLL OVER - click below						
MHSA	453,636					453,636
WORK ORDERS - click below						
Please enter other funding source here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
MediCare	58,024					58,024
Please enter other funding source here if not in pull down						
REALIGNMENT FUNDS	599,246					599,246
COUNTY GENERAL FUND	677,661					677,661
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	2,786,073					2,786,073
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below						
Please enter other funding source here if not in pull down						
WORK ORDERS - click below						
Please enter other funding source here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other funding source here if not in pull down						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH REVENUES	2,786,073	0	0	0	0	2,786,073
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)						
	2,786,073					2,786,073
Prepared by/Phone #:		MATTY YONGPRAYOON / ACCOUNTING MANAGER			(415)-552-7914 EXT. 114	

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

FISCAL YEAR:	2010-2011						
LEGAL ENTITY NAME:	01123						
PROVIDER NAME:	HYDE STREET COMMUNITY SERVICES INC.						
REPORTING UNIT NAME:	HYDE ST.	HYDE ST.	HYDE ST.	HYDE ST.	HYDE ST.	HYDE ST.	ADULT FSP
REPORTING UNIT:	38BR3	38BR3	38BR3	38BR3	38BR3	38BR3	38BR3
MODE OF SVCS / SERVICE FUNCTION CODE:	15/10-59	15/60-89	15/01-09	15/70-79	45/20-29	45/20-29	15/10-59
SERVICE DESCRIPTION:	MH Svcs	Medication Support	Case Mgt Brokerage	Crisis Intervention-OP	Crnnty Client Svcs	Crnnty Client Svcs	MH Svcs
CBHS FUNDING TERM:	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11
FUNDING USES:							
SALARIES & EMPLOYEE BENEFITS	899,136	628,565	77,274	16,855	31,145	0	196,224
OPERATING EXPENSE	253,411	177,154	21,779	4,750	0	5,000	38,064
CAPITAL OUTLAY (COST \$5,000 AND OVER)							
SUBTOTAL DIRECT COSTS	1,152,548	805,719	99,053	21,605	31,145	5,000	236,308
INDIRECT COST AMOUNT	120,507	84,244	10,357	2,259	0	0	24,708
TOTAL FUNDING USES:	1,273,055	889,963	109,410	23,864	31,145	5,000	261,016
CBHS MENTAL HEALTH FUNDING SOURCES							
FEDERAL REVENUES - click below							
SDMC Regular FFP (50%)	450,253	287,576	36,522	6,102			
ARRA SDMC FFP (11.59)	104,369	66,660	5,466	1,414			
STATE REVENUES - click below							
GRANTS - click below							
CFDA #:							
SAMHSA	93.958					5,000	
PATH	93.150				31,145		
PRIOR YEAR ROLL OVER - click below							
MHSA							261,016
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
MediCare	3,446	54,576					
REALIGNMENT FUNDS	345,713	220,806	28,042	4,685			
COUNTY GENERAL FUND	369,273	260,345	35,381	11,662			
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,273,055	889,963	109,410	23,864	31,145	5,000	261,016
CBHS SUBSTANCE ABUSE FUNDING SOURCES:							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS/PROJECTS - click below							
CFDA #:							
Please enter other here if not in pull down							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
COUNTY GENERAL FUND							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL DPH REVENUES	1,273,055	889,963	109,410	23,864	31,145	5,000	261,016
NON-DPH REVENUES - click below							
TOTAL NON-DPH REVENUES	0	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	1,273,055	889,963	109,410	23,864	31,145	5,000	261,016
CBHS UNITS OF SVCS/TIME AND UNIT COST:							
UNITS OF SERVICE	544,041	204,982	59,951	6,835	1	1	111,545
UNITS OF TIME	544,041	204,982	59,951	6,835	1	1	111,545
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	2.34	4.34	1.83	3.49	31,145.00	5,000.00	2.34
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	2.34	4.34	1.83	3.49	31,145.00	5,000.00	2.34
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)	3.08	5.42	2.25	4.67	n/a	n/a	3.08
UNDUPLICATED CLIENTS	725	725	725	725	110	100	42

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

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

FISCAL YEAR:		APPENDIX #: B-1					
LEGAL ENTITY NAME:		PROVIDER #: 38BR					
PROVIDER NAME:							
REPORTING UNIT NAME:	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	
REPORTING UNIT:	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	
MODE OF SVCS / SERVICE FUNCTION CODE	15/60-69	15/01-09	15/70-79	60/70	60/72	60/78	
SERVICE DESCRIPTION	Medication Support	Case Mgt Brokerage	Crisis Intervention- OP	CS-Client Hsng Support Exp	CS-Client Flexible Support Exp	Other Non-MediCal Client Support Exp	TOTAL
CBHS FUNDING TERM:	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	
<b>FUNDING USES:</b>							
SALARIES & EMPLOYEE BENEFITS	40,166	37,567	4,922	0	0	74,852	2,008,707
OPERATING EXPENSE	7,717	7,218	946	500	500	0	517,059
CAPITAL OUTLAY (COST \$5,000 AND OVER)							0
SUBTOTAL DIRECT COSTS	47,882	44,785	5,868	500	500	74,852	2,525,765
INDIRECT COST AMOUNT	5,006	4,683	614	0	0	7,931	260,308
TOTAL FUNDING USES:	52,889	49,467	6,482	500	500	82,783	2,786,073
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>							
FEDERAL REVENUES - click below							
SDMC Regular FFP (50%)							780,452
ARRA SDMC FFP (11.59)							180,909
STATE REVENUES - click below							
GRANTS - click below CFDA #:							
SAMHSA 93.958							5,000
PATH 93.150							31,145
PRIOR YEAR ROLL OVER - click below							
MHSA	52,889	49,467	6,482	500	500	82,783	453,636
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
MediCare							58,024
REALIGNMENT FUNDS							
COUNTY GENERAL FUND							677,661
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	52,889	49,467	6,482	500	500	82,783	2,786,073
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS/PROJECTS - click below CFDA #:							
Please enter other here if not in pull down							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
COUNTY GENERAL FUND							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES							-
TOTAL DPH REVENUES	52,889	49,467	6,482	500	500	82,783	2,786,073
NON-DPH REVENUES - click below							
TOTAL NON-DPH REVENUES	0	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	52,889	49,467	6,482	500	500	82,783	2,786,073
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>							
UNITS OF SERVICE	12,182	27,105	1,856	1	1	1	
UNITS OF TIME	12,182	27,105	1,856	1	1	1	
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	4.34	1.83	3.49	500.00	500.00	82,782.74	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	4.34	1.83	3.49	500.00	500.00	82,782.74	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	5.42	2.25	4.67	n/a	n/a	n/a	
UNDUPLICATED CLIENTS	42	42	42	5	40	40	

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 38BR  
 Provider Name (same as line 8 on DPH 1): HYDE STREET

APPENDIX #: B-1  
 Document Date: 11/09/10

POSITION TITLE	TOTAL		TENDERLOIN MENTAL HEALTH SERVICES PROG FEE FOR SERVICE		GRANT #1: PATH CFDA# 93.150		GRANT #2: SAMHSA CFDA # 93.958		MHSA: MENTAL HEALTH SERVICES PROG FEE FOR SERVICE		MHSA: VOCATIONAL PROGRAM COST REIMBURSEMENT	
	Proposed Transaction Term: 07/01/10-06/30/10		Proposed Transaction Term: 07/01/10-06/30/10		Proposed Transaction Term: 07/01/10-06/30/10		Proposed Transaction Term: 07/01/10-06/30/10		Proposed Transaction Term: 07/01/10-06/30/10		Proposed Transaction Term: 07/01/10-06/30/10	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Executive Director **	1.00	\$ 83,603	0.96	79,840					0.05	3,762		
Program Coordinator	1.00	\$ 57,071	1.00	57,071								
Housing and Entitlement	1.00	\$ 40,211			0.61	24,674			0.39	15,537		
Activities Therapist	0.00	\$ -										
Peer Counselor	2.00	\$ 79,419							0.50	20,119	1.50	59,300
Administrative Assistant **	1.00	\$ 42,030	0.96	40,139					0.05	1,891		
Receptionist/ Data Entry **	0.85	\$ 32,651	0.81	30,922					0.05	1,729		
Clinical Director	0.90	\$ 64,070	0.86	60,867					0.05	3,204		
Nurse Practitioner	2.40	\$ 218,970	2.40	218,970								
LPT	0.90	\$ 46,588	0.90	46,588								
Psychologist	0.80	\$ 50,146	0.80	50,146								
Psychiatrist	1.80	\$ 317,247	1.72	303,147					0.08	14,100		
Director of Training	0.80	\$ 56,952	0.76	53,748					0.05	3,204		
Therapist	3.40	\$ 186,756	3.40	186,756								
Therapist FSP	3.00	\$ 158,977	0.00	0					3.00	158,977		
Therapist ICM	2.00	\$ 101,639	2.00	101,639								
Senior Clinician	0.80	\$ 55,037	0.80	55,037								
TOTALS	23.65	\$ 1,591,367	17.35	\$1,284,870	0.61	\$24,674	0.00	\$0	4.19	\$222,522	1.50	\$59,300

EMPLOYEE FRINGE BENEFITS 26% 417,340 26% 336,961 26% 6,471 #DIV/0! 26% 58,357 26% 15,552

TOTAL SALARIES & BENEFITS 2,008,707 \$1,621,831 \$31,145 \$0 \$280,879 \$74,852

\*\* See the Budget Justification

## DPH 4: Operating Expenses Detail

 APPENDIX #: B-1  
 Document Date: 11/09/10

 Provider Number (same as line 7 on DPH 1): 38BR  
 Provider Name (same as line 8 on DPH 1): HYDE STREET

	TOTAL	TENDERLOIN MENTAL HEALTH SERVICES PROG	GRANT #1: PATH CFDA # 93.150	GRANT #2: SAMHSA CFDA # 93.959	MHSA: MENTAL HEALTH SERV PROGRAM FEE FOR SERVICE	MHSA: VOCATIONAL PROGRAM MODE 6070	MHSA: VOCATIONAL PROGRAM MODE 6072
Expenditure Category	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11
Rental of Property	\$ 304,596	287,316			17,280		
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 45,449	42,870			2,578		
Office Supplies, Postage	\$ 11,517	8,746			2,772		
Building Maintenance Supplies and Repair	\$ 17,345	16,361			984		
Printing and Reproduction	\$ 2,800	2,126			674		
Insurance	\$ 40,481	30,739			9,742		
Staff Training	\$ 554	421			133		
Staff Travel-Local & Out of Town	\$ 478	363			115		
Rental of Equipment and Maintenance	\$ 15,412	11,703			3,709		
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	\$						
	\$						
	\$						
	\$						
OTHER:	\$						
Client Expenses (Food, Bus Tokens, Housing Asst. etc.)	\$ 23,799	14,967		5,000	2,832	500	500
Legal and Accounting	\$ 11,650	8,846			2,804		
Payroll Processing	\$ 6,590	5,004			1,586		
Subscriptions	\$ 891	677			214		
Business Taxes	\$ 105	80			25		
Licensing Fees	\$ 155	117			37		
Interest Expense	\$ 555	421			134		
Advertising	\$ 232	176			56		
Depreciation	\$ 29,132	22,122			7,011		
Miscellaneous	\$ 5,318	4,038			1,280		
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 517,059</b>	<b>\$457,094</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$53,964</b>	<b>\$500</b>	<b>\$500</b>

# DPH 6: Contract-Wide Indirect Detail

CONTRACTOR NAME: HYDE STREET COMMUNITY SERVICES INC.

DATE: 09/22/10

FISCAL YEAR:

2010-2011

LEGAL ENTITY #: 01123

## 1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Senior Management	0.3662	\$ 67,046
Admin Staff	0.4158	\$ 30,733
Accounting Staff	1.5237	\$ 85,487
EMPLOYEE FRINGE BENEFITS	20.05%	\$ 36,754
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 220,021</b>

## 2. OPERATING COSTS

Expenditure Category	Amount
Rental of Property	\$ 13,842
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 2,364
Telephone	\$ 1,323
Office Supplies, Postage	\$ 2,756
Building Maintenance Supplies and Repair	\$ 6,437
Printing and Reproduction	\$ 368
Insurance	\$ 728
Staff Training	\$ 157
Staff Travel (Local & Out of Town)	\$ 2,422
Equipment Rental and Maintenance	\$ 2,082
Consultant	
OTHER:	
Legal and Accounting	\$ 6,026
Payroll Processing	\$ 778
Subscriptions	\$ 300
Business Taxes	\$ 8
Licensing Fees	\$ 607
Advertising	\$ 89
<b>TOTAL OPERATING COSTS</b>	<b>\$ 40,287</b>

## TOTAL INDIRECT COSTS

(Salaries & Benefits + Operating Costs)

\$ 260,308

# CBHS BUDGET JUSTIFICATION

Provider Number (same as line 7 on DPH 1):

38BF

Provider Name (same as line 6 on DPH 1):

HYDE STREET

DATE: 09/22/10

Fiscal Year: 2010-2011

Salaries and Benefits	Annual Base Salary	No. of Months	Salaries	FTE
<b>1. Executive Director</b>	\$83,603	12	\$83,603	1.00
HSCS contracts with MART to provide administrative functions, therefore the Executive Director's responsibilities are to maintain the clinical functions of the programs. Responsibilities include: managing the flow of services from intake, assignment of cases, and termination; supervision of staff and interns, both in group and individually, facilitating meetings, consultations and case conferences; conducting initial assessments; orientation group and maintaining a small caseload of individual clients. Administrative meetings at CBHS are for the purpose of improving service delivery.				
<b>2. Program Coordinator</b>	\$57,071	12	\$57,071	1.00
Responsible for coordination and supervision of all client support activities of the Tenderloin programs. Maintains an individual caseload, providing individual, group counseling, crisis intervention, and case management as needed.				
<b>3. Housing and Entitlement</b>	\$40,211	12	\$40,211	1.00
Provides direct assistance to clients in applying for and obtaining emergency and permanent housing. Linkage to services and resources, which provide housing and entitlements. Networks with providers and resources. Maintains a database of demographic information and outcomes of all clients referred for assistance. Works as a member of a multidisciplinary team; case consultations, and in-service trainings.				
<b>4. Activities Therapist</b>	\$0	12	\$0	
Responsible for the establishment, coordination and provision of socialization, and/or vocational activities in the Tenderloin clinic. Duties also include maintaining an individual caseload and providing group counseling and case management as needed.				
<b>5. Peer Counselor</b>	\$40,238	12	\$40,238	1.00
	\$39,181	12	\$39,181	1.00
Responsible for participating in provision of socialization and/or vocational activities and groups in the clinic; this may include co-facilitation of groups or organizing peer support activities. Maintains a caseload of members and documents participation in program. Assists with outreach to the Tenderloin members and as needed escorts members to meetings and activities.				
<b>6. Administrative Assistant</b>	\$42,030	12	\$42,030	1.00
Provides back-up receptionist responsibilities, client look-up, opening and closing cases, updating CSI and managing client fees.				
<b>7. Receptionist/ Data Entry</b>	\$38,413	12	\$32,651	0.85
Responsibilities include front desk reception and greeting of clients, client look-up, opening and closing cases, managing caseload lists, and updating CSI.				
<b>8. Clinical Director</b>	\$71,189	12	\$64,070	0.90
Oversees the clinical supervision of staff and interns, working with supervisory staff to coordinate individual and group supervision and in-service training to insure an appropriate and integrated supervision program. Maintains an individual caseload of clients. In the absence of the Executive Director (ED), the Clinical Director assumes those ED's responsibilities.				
<b>9. Nurse Practitioner</b>	\$91,298	12	\$72,990	0.80
	\$91,236	12	\$72,990	0.80
	\$91,237	12	\$72,990	0.80
provides various direct and indirect services as a member of the "Medication Team" of the Tenderloin Clinic. Responsibilities include but are not limited to psychiatric and medication evaluations, medication monitoring, supervision and consultation with staff and interns.				
<b>10. LPT</b>	\$50,823	2	\$8,471	1.00
	\$50,823	10	\$38,117	0.90
provides a variety of direct clinical services combining therapeutic skills with specialized expertise in medication and nursing issues. The LPT is expected to maintain an individual caseload for which he/she serves as primary clinician; as well as participating as a member of the medication team.				
<b>11. Psychologist</b>	\$62,682	12	\$50,146	0.80
provides a variety of direct and indirect clinical services. Primary among these functions is the supervision of psychology interns and staff, coordination of in-service training, and, with the Supervision Team, planning and implementation of a comprehensive and integrated training program at the clinic. The Staff Psychologist also participates in all other general clinic functions including, but not limited to individual and group psychotherapy, intake and OD coverage.				
<b>12. Psychiatrist</b>	\$176,248	12	\$140,999	0.80
	\$176,248	12	\$176,248	1.00
provides various direct services as a member of the "Medication Team" of the Clinic. Responsibilities include but are not limited to psychiatric and medication evaluations, maintaining a caseload of individual clients for medication monitoring, and supervision/ consultation with staff and interns.				
<b>13. Director of Training</b>	\$71,188	12	\$56,952	0.80
maintains an individual caseload assuming primary clinical responsibility, providing individual psychotherapy, case management and crisis intervention. Responsibilities also include coordination and implementation of the intern training program and assumes primary supervision				

responsibility for psychology interns. Provides direct supervision and consultation to staff in both individual and group modalities				
14. Therapist	\$58,949	12	\$47,159	0.80
	\$57,759	12	\$46,206	0.80
	\$51,918	12	\$41,534	0.80
	\$51,855	12	\$51,855	1.00
provides a variety of direct clinical services, maintains primary clinical responsibility for an individual caseload and participates in other clinical programmatic and supervisory functions. Clinical services may include, but are not limited to individual and group psychotherapy, case management and crisis intervention.				
15. Therapist FSP	\$50,825	12	\$50,825	1.00
	\$57,327	12	\$57,327	1.00
	\$50,825	12	\$50,825	1.00
As a part of FSP team, the Therapist FSP's responsibilities include all aspects of the client's treatment including: formulating and carrying out the treatment plan, crisis intervention, case management and co-ordination of treatment as needed.				
16. Therapist - Intensive Case Management (ICM)	\$50,815	12	\$50,815	1.00
	\$50,825	12	\$50,825	1.00
provides a variety of direct clinical services, maintains primary clinical responsibility for an individual caseload and participates in other clinical programmatic and supervisory functions. Clinical services may include, but are not limited to individual and group psychotherapy, case management and crisis intervention. Participates as supervisor in both individual and group supervision, attend case conferences, and in-service training				
17. Senior Clinician	\$68,797	12	\$55,037	0.80
Responsibilities include the provision of direct clinical services; provides individual and group psychotherapy, case management services, and crisis intervention. Participates in intake, OD coverage, and community consultation and education, as well as the clinical supervision of staff and interns.				
TOTAL SALARIES			\$1,581,367	
Employee benefits calculated at:			26%	\$417,340
This includes: social security (FICA), state unemployment insurance (SUI), health, dental, vision plans and workers compensation insurance				
TOTAL BENEFITS			\$417,340	

#### TOTAL SALARIES & BENEFITS

**\$2,008,707**

#### Operating Expenses

100% of operating expenses are allocated to the Tenderloin and FSP programs.

#### Occupancy:

##### Rent:

Building rental including operating costs

\$24,009 / month	2 months	=	\$48,018
\$24,222 / month	10 months	=	\$242,218
Building property taxes and insurance		=	\$12,200
Monthly parking rent for a company's vehicle		=	
\$180 / month	12 months	=	\$2,160

##### Utilities:

Gas, electric, water, telephone, waste management, and pest control

\$3,787 / month	12 months	=	\$45,449
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##### Building Maintenance:

General expenses for building & basic repairs including janitorial services

\$1,445 / month	12 months	=	\$17,345
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#### Total Occupancy:

**\$367,390**

#### Materials and Supplies:

##### Office Supplies:

Normal office supplies, computer supplies, and postage costs

\$960 / month	12 months	=	\$11,517
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##### Printing/Reproduction:

Costs for business cards, copy, and printing services

\$233 / month	12 months	=	\$2,800
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#### Total Materials and Supplies:

**\$14,317**



**General Operating:**Insurance

Costs of Director and Officer Policy and Commercial Package Insurance policy such as commercial crime, commercial property, and commercial & general liability

\$3,373 / month 12 months = \$40,481

Staff Training

Costs of staff training for Workforce Development Summit, Child Abuse Assessment and Reporting, Aging & Long Term Care etc

\$46 / month 12 months = \$554

Rental of Equipment

Rental and maintenance of telephone system, fax, and copying machines

\$1,284 / month 12 months = \$15,412

**Total General Operating:**

**\$56,447**

Staff Travel (Local & Out of Town):

Transportation reimbursement for meetings outside primary workplace

\$40 / month 12 months = \$478

**\$478**

**Others:**Client Expenses (Food, Bus Tokens, Housing Asst, etc.)

Costs of bus token, program activities, housing supports, and flexible support expenditures for clients. Housing supports include housing subsidies for permanent, transitional and temporary housing; master leases; motel and other housing vouchers; rental security deposits. Flexible support expenditures include items necessary for daily living such as food, clothes hygiene etc.

\$1,983 / month 12 months = \$23,799

Legal and Accounting

Costs for legal, tax preparation and audit services

\$971 / month 12 months = \$11,650

Payroll Processing

Costs for a third-party payroll processing services

\$549 / month 12 months = \$6,590

Subscriptions

Costs for subscriptions such as Treatment Innovations, Behavioral Science etc.

\$74 / month 12 months = \$891

Business Taxes

California use tax

\$9 / month 12 months = \$105

Licensing Fees

Annual Registration Renewal Fee with the California Attorney General's Registry of Charitable Trusts

\$13 / month 12 months = \$155

Interest Expense

Interest paid on a purchase of company vehicle payable in 5 years

\$46 / month 12 months = \$555

Advertising

Cost of job postings

\$19 / month 12 months = \$232

Depreciation

Depreciation of equipment, fixture and furniture, auto, leasehold improvement etc.

\$2,426 / month 12 months = \$29,132

Miscellaneous

Commuter check order fees and bottled water delivery

\$443 / month 12 months = \$5,318

**Total Others:**

**\$78,427**

Consultants/Subcontractors:**Total Consultants/Subcontractors:**

**\$0**

**TOTAL OPERATING COSTS:**

**\$517,059**

**CAPITAL EXPENDITURES: (If needed - A unit valued at \$5,000 or more)**

**\$0**

**TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):**

**\$2,525,765**

**CONTRACT TOTAL:**



**Appendix C**  
**Insurance Waiver**

**RESERVED**



## **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. CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

#### **4. MATERIALS REVIEW**

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



## Appendix E

### BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

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#### RECITALS

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

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

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
  - h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
  - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
  - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C.



Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.R.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected

Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- i. **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.
- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Business Associate's Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

- n. Notification of Breach.* During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. Breach Pattern or Practice by Covered Entity.* Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. Audits, Inspection and Enforcement.* Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. Material Breach.* A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings.* CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other

security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

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

#### 4. **Limitation of Liability**

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

#### 5. **Disclaimer**

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

#### 6. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

#### 7. **Amendment**

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

CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**8. Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

**9. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**10. Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

**11. Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

**12. Replaces and Supersedes Previous Business Associate Addendums or Agreements**

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.



**Appendix F**  
**Invoice**





Appendix F  
PAGE A

INVOICE NUMBER : M01 JL 0

Ct. Blanket No.: BPHM TBD

CL PO No.: POHM	TBD	TBD
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Fund Source: GF, FFP, Realignment, MEDICARE

Invoice Period : July 2010

Final Invoice:		(Check if Yes)
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ACE Control Number: 

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

\*Unduplicated Counts for AIDS Use Only

[illegible]

SUBTOTAL AMOUNT DUE		\$ -	NOTES:
Less: Initial Payment Recovery			
(For DPH Use) Other Adjustments			
NET REIMBURSEMENT		\$ -	

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title:

Send to: DPH Fiscal/Invoice Processing  
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  
PAGE A

Control Number

INVOICE NUMBER: M02 JL 0

Contractor: Hyde Street Community Services

Ct. Blanket No.: BPHM TBD

Address: 134 Golden Gate Ave., San Francisco, CA 94102

User Cd

Tel. No.: (415) 564-2607

Ct. PO No.: POHM TBD

Fax No.: (415)

Fund Source: Grant - SAMHSA

Invoice Period: July 2010

Contract Term: 07/01/2010 - 06/30/2011

Final Invoice: (Check if Yes)

PHP Division: Community Behavioral Health Services

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 Hyde St. RU# 38BR3 (Wellness & Recovery Center)												
45/ 20 - 29 Cmnty Client Svcs							#DIV/0!		-		#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Personnel Expenses</b>	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Expenses (Food, Bus Tokens, (Housing Asst. etc)	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL EXPENSES</b>	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		\$ -			

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: DPH Fiscal Invoice Processing  
1380 Howard St 4th Floor  
San Francisco CA 94103-2614

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F  
PAGE A

Control Number

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

Contract Term : 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

M04 JL 0

Ct. Blanket No.: BPHM

TBD

Ct. PO No.: POHM

TBD

User Cd

TBD

Fund Source:

MHSA - Prop 63

Invoice Period :

July 2010

Final Invoice:

(Check if Yes)

ACE Control Number:

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

\*Unduplicated Counts for AIDS Use Only

DELIVERABLES Program Name/Replg. Unit Modality/Mode # - Svc Func. (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENT	UOS	CLIENTS
<b>B-1 Adult FSP RU# 38BRA3 (Hyde Street Community Services)</b>												
15/ 10 - 59 MH Svcs	111,545				\$ 2.34	\$ -	0.000		0.00%		111,545.000	
15/ 60 - 69 Medication Support	12,186				\$ 4.34	\$ -	0.000		0.00%		12,186.000	
15/ 01 - 09 Case Mgt Brokerage	27,031				\$ 1.83	\$ -	0.000		0.00%		27,031.000	
15/ 70 - 79 Crisis Intervention-OP	1,857				\$ 3.49	\$ -	0.000		0.00%		1,857.000	
<b>TOTAL</b>	<b>152,619</b>		<b>0.000</b>				<b>0.000</b>		<b>0.00%</b>		<b>152,619.000</b>	

\$ 261,015.30  
52,887.24  
49,466.73  
6,480.93

\$ 369,850.20

**SUBTOTAL AMOUNT DUE** \$ -  
**Less: Initial Payment Recovery**  
**(For DPH Use) Other Adjustments**  
**NET REIMBURSEMENT** \$ -

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

<b>Send to:</b>
DPH Fiscal/Invoice Processing
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  
PAGE A

Control Number

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M03 JL 0

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: Grant - PATH McKinney

Invoice Period: July 2010

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>B-1 HYDE ST. Ru# 38BR3 (Wellness &amp; Recovery Center)</b>												
45/ 20 - 29 Cmnty Client Svcs		110				-		0%		110		100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 24,674.00	\$ -	\$ -	0.00%	\$ 24,674.00
Fringe Benefits	\$ 6,471.00	\$ -	\$ -	0.00%	\$ 6,471.00
<b>Total Personnel Expenses</b>	<b>\$ 31,145.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 31,145.00</b>
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 31,145.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 31,145.00</b>
<b>Indirect Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL EXPENSES</b>	<b>\$ 31,145.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 31,145.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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: DPH Fiscal Invoice Processing  
1380 Howard St 4th Floor  
San Francisco CA 94103-2614

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F  
PAGE A

Control Number

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M07 JL 0

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MHSA - Prop 63

Invoice Period: July 2010

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 Adult FSP RU# 38BRA3												
60/ 78 Other Non-MediCal	1	40					0%		1		100%	
Client Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 59,300.00	\$ -	\$ -	0.00%	\$ 59,300.00
Fringe Benefits	\$ 15,552.00	\$ -	\$ -	0.00%	\$ 15,552.00
<b>Total Personnel Expenses</b>	<b>\$ 74,852.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 74,852.00</b>
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 74,852.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 74,852.00</b>
Indirect Expenses	\$ 7,931.00	\$ -	\$ -	0.00%	\$ 7,931.00
<b>TOTAL EXPENSES</b>	<b>\$ 82,783.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 82,783.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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: DPH Fiscal Invoice Processing  
1380 Howard St 4th Floor  
San Francisco CA 94103-2614

DPH Authorization for Payment

Authorized Signatory

Date

Jul New Contract 11-19

CMHS/CSAS/CHS 11/19/2010 INVOICE

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

Appendix F  
PAGE A

Control Number

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M08 JL 0

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: MHSA - Prop 63

Invoice Period: July 2010

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 Adult FSP RU# 38BRA3												
60/ 72 CS-Client Flexible	1	5					0%		1		100%	
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Personnel Expenses</b>	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Expenses (Food, Bus Tokens, Housing Asst. etc.)	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL EXPENSES</b>	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		\$ -			

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: DPH Fiscal Invoice Processing  
1380 Howard St 4th Floor  
San Francisco CA 94103-2614

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F  
PAGE A

Control Number

Contractor: Hyde Street Community Services

Address: 134 Golden Gate Ave., San Francisco, CA 94102

Tel. No.: (415) 564-2607

Fax No.: (415)

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M09 JL 0

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM

Fund Source: MHSA - Prop 63

Invoice Period: July 2010

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 Adult FSP RU# 38BRA3												
60/ 70 CS-Client Flexible	1	5					0%		1		100%	
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Personnel Expenses</b>	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Expenses (Food, Bus Tokens, (Housing Asst. etc.)	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL EXPENSES</b>	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		\$ -			

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: DPH Fiscal Invoice Processing  
1380 Howard St 4th Floor  
San Francisco CA 94103-2614

DPH Authorization for Payment

Authorized Signatory

Date

Jul New Contract 11-19

CMHS/CSAS/CHS 11/19/2010 INVOICE





## **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/apellate 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](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

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

#### **Dispute Resolution Procedure**

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

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

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

- **Step 1**      The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The

Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2      Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3      Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](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](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

## Appendix H

### STATE FUNDED CHILDREN'S MENTAL HEALTH SERVICES

#### A. CITY's Obligations:

This contract does not relieve the CITY of its obligations under Contract No. 95-23408 or its successors with the State of California.

#### B. Disclosure of Ownership and Control:

CONTRACTOR agrees to complete Appendix F giving the names and addresses of the following: (a) officers and owners of the CONTRACTOR, (b) stockholders owning more than 10% of the stock issued by the CONTRACTOR, (c) major creditors holding more than 5% of the debt of the CONTRACTOR.

#### C. Effective Date of Agreement:

When this Agreement covers services included under the CITY's Contract No. 95-23408, or its successors, with the State of California, the Agreement shall not become effective until the later of the notification of certification of funds by the CONTROLLER or approval by the Department of Health Services (DHS) in writing, or by operating of law where DHS has acknowledged receipt of the Agreement and has failed to approve or disapprove the Agreement within 30 days of receipt. If the effective date of this Agreement is later than the first day of the term referenced in Section 2, the Agreement shall be retroactive to the first day of the term.

#### D. Debarment and Suspension Certification:

(1) By signing this agreement, CONTRACTOR agrees to comply with the applicable federal suspension and debarment regulations and certifies the following:

(a) CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a federally sponsored project by any federal department or agency;

(b) CONTRACTOR has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) CONTRACTOR is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the foregoing paragraph of this certification; and

(d) CONTRACTOR has not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) CONTRACTOR shall not knowingly enter into any lower tier covered transaction with a person or firm that is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transactions, unless authorized by the State. CONTRACTOR may rely on the certification of a prospective participant in a lower tier covered transaction unless it knows that the certification is erroneous. CONTRACTOR may, but is not required to, check the Procurement and Non-procurement List issued by U.S. General Service Administration at the following internet site: <http://epls.arnet.gov/>

(f) CONTRACTOR will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(2) If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to the CITY Program funding this agreement.

(3) The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

(4) If CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal government, CITY may terminate this agreement for cause or default.

E. City Sole Payer; State Held Harmless

When this Agreement covers services included under the CITY's Contract No. 95-23408, or its successors, with the State of California, the CITY is the sole party responsible for paying CONTRACTOR for SERVICES rendered under this Agreement. CONTRACTOR shall hold harmless the clients to whom SERVICES are provided and the State of California and its officers, agents and employees from any claim for payment of SERVICES rendered under this Agreement.

F. Records

CONTRACTOR agrees that it has the duty and responsibility to make available to the Director of Public Health or his/her designee, including the CONTROLLER, the contents of records pertaining to any CITY client which are maintained in connection with the performance of the CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations (until the expiration of five years after the end of the fiscal year in which SERVICES are furnished under the contract. Such access shall include making the books, documents and records available for inspection, examination or copying by the CITY, the California of Health Services or the U.S. Department of Health and Human Services and the Controller General of the United States at all reasonable times at the CONTRACTOR'S place of business or at such other mutually agreeable location in California. This provision shall also apply to any subcontract under the contract and to any contract between a subcontractor and related organizations of the subcontractor, and to their books, documents and records). The CITY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

## G. Notices

CONTRACTOR acknowledges that it is responsible for notifying the California Department of Health Services in the event this contract is terminated prior to the stated term of the contract, or is amended during the term of the contract. Notices must be sent by CONTRACTOR via First Class Mail to:

To the STATE: Department of Health Services  
Medi-Cal Managed Care Division  
714 P Street, Room 600  
Sacramento, CA 95814

## H. Assignment

If CONTRACTOR is providing services included under the CITY's Contract No. 95-23408 or its successors with the State of California, CONTRACTOR understands that, in the event of such assignment or delegation, prior written consent must also be obtained from the California Department of Health Services.

## I. Modification

When this Agreement covers SERVICES included under the CITY's Contract No. 95-23408, or its successors, with the State of California, such modification shall not become effective until the later of the notification of certification of funds by the CONTROLLER or approval by the Department of Health Services (DHS) in writing, or by operation of law where DHS has acknowledged receipt of the Agreement and has failed to approve or disapprove the Agreement within 30 days of receipt.

## Appendix I

### **San Francisco Department of Public Health Privacy Policy Compliance Standards**

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

**Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.**

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

**Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.**

As Measured by: Documentation showing individual was trained exists

**Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.**

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

**Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.**

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

**Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.**

As Measured by: Documentation exists.

**Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.**

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.



## Appendix J

### Emergency Response

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites and an agency-wide plan addressing disaster coordination between and among service sites. Such plan shall be in compliance with the Emergency Response Plan of the Department of Public Health. CONTRACTOR will update the site plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Declaration of Compliance whether it has developed and maintained 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 site visits.

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





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).

<b>PRODUCER</b> Commercial Specialties Practice Wells Fargo Insurance Services USA, Inc. - CA Lic# 0D08408 305 Walnut Street Redwood City, CA 94063-1731	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: HYDESTREE																					
<b>INSURED</b> Hyde Street Community Services, Inc. 134 Golden Gate Avenue San Francisco CA 94102	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="left" colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th align="left">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Market Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER B:</td> <td>ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Casualty &amp; Surety Co. of America</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Market Insurance Company	38970	INSURER B:	ACE Fire Underwriters Ins. Co.	20702	INSURER C:	Travelers Casualty & Surety Co. of America	31194	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 1580434	<b>REVISION NUMBER:</b> See below
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			8502SS2992831	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ INCLUDED
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Incl. Professional Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b>			1002SS2992841	07/01/2010	07/01/2011	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 type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	<b>UMBRELLA LIAB</b>			C46332702	07/01/2010	07/01/2011	EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						
	<input type="checkbox"/> RETENTION \$						
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			104336413	07/01/2008	07/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Crime Employee Dishonesty						\$750,000 Lmt \$5,000 Ded

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

The City and County of San Francisco, its Officers, Agents, and Employees are named as additional insured as respects General and Auto Liability per endorsements attached.

<b>CERTIFICATE HOLDER</b> The City and County of San Francisco CMHS/ CSAS Contracts Office 1380 Howard Street, Room 442 San Francisco, CA 94103	<b>CANCELLATION</b> Ten Day Notice for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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## OTHER Coverage (Continued from Page 1)

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Professional Liability			8502SS2992831	07/01/2010	07/01/2011	\$1,000,000 Each Wrongful Act \$3,000,000 Aggregate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –  
STATE OR POLITICAL SUBDIVISIONS – PERMITS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**State or Political Subdivision:** The City and County of San Francisco  
CMHS/ CSAS Contracts Office  
1380 Howard Street, Room 442  
San Francisco, CA 94103

The City and County of San Francisco, its Officers, Agents, and Employees are named as additional insured as respects General and Auto Liability per endorsements attached.

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

**Section II – Who is an Insured** is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMERCIAL AUTOMOBILE PLUS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations page or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

#### SCHEDULE

Broad Form "Insured"	Broadened to include subsidiaries and newly formed or acquired organizations
Blanket Additional Insured	Included
Supplementary Payments	
Bail Bonds	\$3,000
Loss of Earnings	Up to \$500 per day
Fellow "Employee" Exclusion	Deleted for owned autos - excess basis
Hired Car Physical Damage	Up to \$75,000
Loss of Use for Hired Cars	Up to \$1,000 per "accident"
Transportation Expense	Up to \$50 per day/\$1,500 maximum
Glass Breakage Amendment	Deductible waived if glass repaired and not replaced
Rental Reimbursement	Up to \$100 per day/Up to 30 days/\$3,000 maximum
Personal Effects Coverage	Up to \$500 in the event of a total theft of a covered "auto"
Customized Furnishings Coverage	Up to \$500 per "accident"
Duties in the Event of "Accident", Claim, "Suit" or "Loss"	Broadened
Unintentional Failure to Disclose Hazards	Included
Mental Anguish Resulting from "Bodily Injury"	Included
Accidental Airbag Discharge Coverage	Included
Auto Loan or Lease Gap Coverage	Included
Towing and Labor - Private Passenger Type Vehicles	Up to \$100 per disablement

Temporary Substitute Auto - Physical Damage Coverage	Included
Extra Expense - Broadened Coverage	Included
Audio, Visual and Data Electronic Equipment Coverage	Up to \$1,000
Blanket Waiver of Subrogation	Included

## 1. BROAD FORM INSURED

Section II, A.1., Who Is An Insured, is amended to add the following:

- d. Any legally incorporated entity of which you own at least 51% of the voting stock on the effective date of this endorsement. However, "insured" does not include any entity that is an "insured" under any other automobile liability policy provided by any company.
- e. Any newly acquired or formed organization of which you own at least 51% of voting stock. Coverage for your newly acquired or formed organization shall be:
  - (1) Effective on the date of acquisition or formation; and
  - (2) Afforded until the end of the policy period of this endorsement or the next anniversary of its inception date, whichever is earlier, provided that you notify us in writing before the earlier date, informing us of the newly acquired or formed organization.

This insurance does not apply to:

- (1) Damages arising out of "bodily injury" or "property damage" caused by an "accident" that occurred before the date of acquisition or formation;
- (2) Any newly acquired or formed organization that is already an "insured" under any other valid and collectible "auto" insurance provided by any company.

## 2. BLANKET ADDITIONAL INSURED

The following is added to Section II, A.1., Who Is An Insured:

- f. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured" subject to the following additional provisions:
  - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have executed prior to the "bodily injury" or "property damage".
  - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
  - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
  - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to applicable principles of comparative negligence or fault.
  - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
  - (6) The coverage provided will not exceed the lesser of:
    - (a) The coverage and/or limits of this policy; or
    - (b) The coverage and/or limits required by the "insured contract".
  - (7) A person's or organization's status as an "insured", including persons or organizations added by endorsements or amendments of coverage, ends when your operations for that "insured" are completed.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Section II, A.2.a., sub-paragraphs (2) and (4) are replaced as follows:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 4. FELLOW "EMPLOYEE" EXCLUSION

Under Section II - Liability Coverage, Exclusion B.5., related to the fellow "employee", does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

### 5. HIRED CAR PHYSICAL DAMAGE AND LOSS OF USE

The following additional extension is added to Section III, Physical Damage Coverage, A.4., Coverage Extensions:

#### Hired Car Physical Damage and Loss of Use

If Comprehensive, Specified Perils, or Collision coverages are provided under this policy for any "auto" that is not a hired "auto", then Hired Car Physical Damage Coverage, subject to the following limit, is provided for those coverages.

The most we will pay for any one "accident" or "loss" is \$75,000 or the Actual Cash Value or Cost of Repair, whichever is smallest. Hired Car Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit and excess provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" shown in the Declarations.

For each hired "auto", the limit of insurance shown above shall be reduced by a deductible. That deductible shall be equal to the greatest deductible that applies to any owned covered "auto".

Section III, Physical Damage Coverage, A. 4. b., Loss of Use, is amended to provide the following limits in lieu of as shown:

Our payment is limited to the lesser of:

- (1) Necessary and actual expenses incurred; or
- (2) A maximum of \$1000 per "accident".

### 6. TRANSPORTATION EXPENSE

Section III, Physical Damage Coverage A.4.a. is amended to provide a limit of \$50 per day and a maximum limit of \$1500 in lieu of as shown.

### 7. GLASS BREAKAGE

Section III, Physical Damage Coverage, A.3.a. is deleted and replaced by the following:

- a. Glass breakage; however, with respect to private passenger "autos", any deductible shown in the Declarations shall not apply to glass breakage if the glass is repaired rather than replaced in a manner that we deem acceptable.

### 8. RENTAL REIMBURSEMENT COVERAGE

The following is added to Section III, A., Physical Damage Coverage:

#### Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. However:

- a. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered auto. If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered auto and return it to you.

(2) 30 days.

b. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) \$100 per day up to a maximum limit of \$3,000.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under item 5. **TRANSPORTATION EXPENSE** above.

#### **9. PERSONAL EFFECTS COVERAGE**

The following is added to **Section III, A., Physical Damage Coverage**:

##### **Personal Effects Coverage**

We will pay up to \$500 for loss to wearing apparel and other personal effects which are:

a. Owned by an insured; and

b. In or on your covered auto.

This coverage applies only in the event of a total theft of your covered auto and no deductible applies to this coverage.

#### **10. CUSTOMIZED FURNISHINGS COVERAGE**

The following is added to **Section III, A., Physical Damage Coverage, Item 4., Coverage Extensions**:

##### **Customized Furnishings Coverage**

a. We will pay with respect to a covered "auto" for "loss" to custom furnishings including, but not limited to:

(1) Special carpeting and insulation;

(2) Height-extending roofs;

(3) Custom murals, paintings, or other decals or graphics.

b. Our limit of liability for loss to custom furnishings in any one "accident" shall be the least of:

(1) The actual cash value of the stolen or damaged property;

(2) The amount necessary to repair or replace the property; or

(3) \$500.

c. This coverage does not apply to electronic equipment.

#### **11. DUTIES IN THE EVENT OF "ACCIDENT", CLAIM, "SUIT" OR "LOSS"**

**Section IV, Business Auto Conditions, A.2.a.** is deleted in its entirety and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". You must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge by your "employee" of an "accident" or "loss" will not constitute such knowledge by you, unless the "accident" or "loss" is known to:



- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An officer of the corporation or an insurance manager, if you are a corporation.

Section IV, Business Auto Conditions, A.2.b.(2) is deleted in its entirety and replaced with the following:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit";

Knowledge by your "employee" of documents received concerning a claim or "suit" will not be deemed to be knowledge by you, unless the documents are known to any of your executive officers or partners or your insurance manager.

## 12. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Section IV, Business Auto Conditions, B. General Conditions Item 2. Is deleted in its entirety and replaced by the following:

### 2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy is void in any case of fraud by you at any time as it relates to this policy. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This policy;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this policy.

Any unintentional failure to disclose or misrepresentation of a material fact at any time by you or any other "insured" will not result in a denial of coverage under this policy because of such concealment or misrepresentation.

## 13. MENTAL ANGUISH WHEN RESULTING FROM BODILY INJURY

Section V, Definitions, Item C., "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means:

1. Bodily injury, sickness or disease sustained by a person, and also includes mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and
2. Includes death resulting from bodily injury, sickness or disease.

## 14. ACCIDENTAL AIRBAG DISCHARGE

The following is added to Section III, Physical Damage Coverage, B., Exclusion 3.a.:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty that may apply.

## 15. AUTO LOAN OR LEASE GAP COVERAGE

Section III, Physical Damage Coverage, C., Limit of Insurance, is amended to add the following:

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:

- a. Overdue lease/loan payments and financial penalties associated with those payments at the time of the "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Nonrefundable security deposits;
- d. All refunds paid or payable to you as a result of the early termination of the lease agreements;
- e. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- f. Carry-over balances from previous loans or leases.

This coverage will only apply when no provision for this or similar coverage is included in the original lease agreement written on the covered leased "auto".

#### **16. TOWING AND LABOR LIMIT**

The following replaces **Section III, Physical Damage Coverage, A.2. Towing**:

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### **17. TEMPORARY SUBSTITUTE AUTO - PHYSICAL DAMAGE COVERAGE**

The following is added to **SECTION I - COVERED AUTOS**, paragraph C. **Certain Trailers, Mobile Equipment and Temporary Substitute Autos**:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### **18. EXTRA EXPENSE - BROADENED COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, paragraph A. **Coverage**:

5. We will pay for the expense of returning a stolen covered "auto" to you.

#### **19. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

##### **A. Coverage**

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in A.1. above. However, this does not include tapes, records or discs.

##### **B. Exclusions**

The exclusions that apply to **PHYSICAL DAMAGE COVERAGE**, except for the exclusions relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or

2. Both:

- a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
- b. permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with the equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

20. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV, A.5., Transfer Of Rights Of Recovery Against Others To Us:**

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of persons or organizations added as "insureds" under Section II - LIABILITY COVERAGE - A.1.d. and e. BROAD FORM "INSURED" and A.1.f. BLANKET ADDITIONAL INSURED.

All other terms and conditions remain the same.

