

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

**Second Amendment**

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

**RECITALS**

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew the contract and add Appendices A and B for 2014-15, increase compensation and update standard contractual clauses; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4150 09/10 on June 21, 2010;

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

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

**a. Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010, Contract Number BPHM11000051 between Contractor and City as amended by the First Amendment dated July 1, 2011 BPHM11000051, DPHM12000032 and this Second Amendment.

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

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

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

**2. Term of the Agreement.**

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

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

**2. Term of the Agreement.**

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

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

**5. Compensation.**

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million Four Hundred Sixty Eight Thousand, Five Hundred Seven Hundred Thirty Six Dollars (\$7,468,518)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

**5. Compensation.**

Compensation shall be made in monthly payments on or before the 30th day of each month for works set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Two Hundred Seventy Six Thousand Five Hundred Thirty Three Dollars (\$9,276,533)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

**c. Section 8 of the Agreement currently reads as follows:**

**8. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to



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

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

**8. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**d. Section 15 of the Agreement currently reads as follows:**

## **15. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **15. Insurance**

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

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

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

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

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

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

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

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

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

g. Reserved

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

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

**32. Earned Income Credit (EIC) Forms.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**b. Compliance and Enforcement**

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

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

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

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

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

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

**b. Compliance and Enforcement**

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



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

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

#### **34. Nondiscrimination; Penalties**

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

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

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

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

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

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

#### 34. Nondiscrimination; Penalties

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

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

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

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

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

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

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

**42. Limitations on Contributions**

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

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

**42. Limitations on Contributions**

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



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

**43. Requiring Minimum Compensation for Covered Employees**

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

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

**43. Requiring Minimum Compensation for Covered Employees.**

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

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

#### **44. Requiring Health Benefits for Covered Employees**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

#### **44. Requiring Health Benefits for Covered Employees**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **55. Supervision of Minors**

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

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

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

**55. Supervision of Minors**

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

**1. Section 58 of the Agreement currently reads as follows:**

**58. Graffiti Removal**

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

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

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

**Section 58. Not Used**

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

**59. Food Service Waste Reduction Requirements**

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

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

**59. Food Service Waste Reduction Requirements**

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

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

**63. Additional Terms**

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

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

**63. Protected Health Information**

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



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

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

**64. Additional Terms**

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

- p. Attached hereto and incorporated into this Amendment are Appendices A, A-1, A2 and A-3 dated 07/01/14 (i.e. July 1, 2014).**
- q. Attached hereto and incorporated into this Amendment are Appendices B, B-1, B-2 and B-3 dated 07/01/14 (i.e. July 1, 2014).**
- r. Appendix E, Business Associate Addendum to the Original Agreement dated 07/01/10 (i.e. July 1, 2010) is hereby deleted in its entirety and replaced with Appendix E dated 07/01/14 (i.e. July 1, 2014)**
- s. Appendix F pages A-1 through A-2, dated 07/01/14 (i.e. July 1, 2014 for Fiscal Year 2014-15 is hereby added.**

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

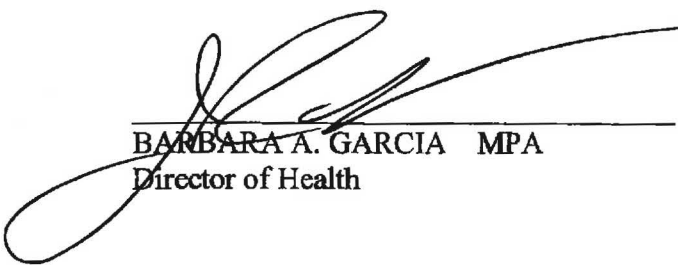
**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.



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


**CITY**

Recommended by:

  
\_\_\_\_\_  
BARBARA A. GARCIA MPA  
Director of Health

**CONTRACTOR**

**OAKES CHILDREN'S CENTER**

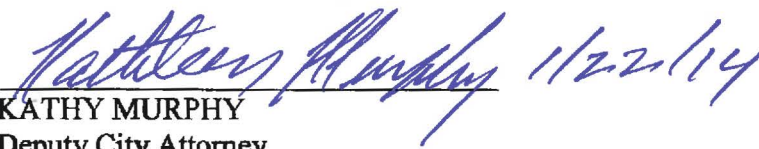
  
\_\_\_\_\_  
AUSTIN LAMBE  
EXECUTIVE DIRECTOR  
1550 TREAT AVE  
SAN FRANCISCO, CA 94110

City vendor number: 13672

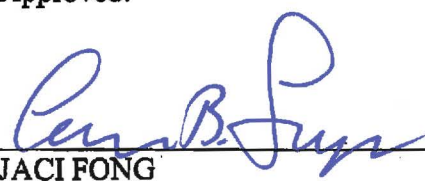
Approved as to Form:

DENNIS J. HERRERA  
City Attorney

By:

  
\_\_\_\_\_  
KATHY MURPHY  
Deputy City Attorney

Approved:

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

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

**1. Terms**

**A. Contract Administrator:**

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

**B. Reports:**

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

**C. Evaluation:**

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

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

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

**E. Adequate Resources:**

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

**F. Admission Policy:**

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

**G. San Francisco Residents Only:**

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

**H. Grievance Procedure:**

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. CBHS Electronic Health Records System

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

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

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

P Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Community Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

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

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

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

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

### **Description of Services**

Detailed description of services are listed below and are attached hereto

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

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

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



**1. Identifiers:**

Program Name: Counseling Enriched Educational Program (CEEP)

Program Address: 1550 Treat Avenue

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

Telephone: (415) 641-8000

FAX: (415) 641-8002

Website Address: www.oakeschildrencenter.org

Contractor Address: 1550 Treat Avenue

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

Person Completing this Narrative: Laurence Brenner, PhD

Telephone: (415) 641-8000 x214

Email Address: laurencebrenner@oakeschildrenscenter.org

Program Code(s): 88594

**2. Nature of Document:**

☐ New ☒ Renewal ☒ Amendment Two

**3. Goal Statement:**

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

**4. Target Population:**

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

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

See Appendix B-1 CRDC Day Counseling Enriched Educational Program

**6. Methodology:**

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

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

**B. Admission Criteria:**

a. Between 4 and 14 years of age.

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

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

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

**C. Service Delivery Model:**

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

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

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

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

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

**7. Objectives and Measurements:**

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

**8. Continuous Quality Improvement:**

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

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes provides on site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by BHS.  
  
Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

**9. Required Language:**

N/A

**1. Identifiers:**

Program Name: Partnership Severely Emotionally Disturbed (SED)

Program Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA 94114

Telephone: (415) 641-8000

FAX: (415) 641-8002

Website Address: [www.oakeschildrenscenter.org](http://www.oakeschildrenscenter.org)

Contractor Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA 94114

Person Completing this Narrative: Laurence Brenner, Ph.D.

Telephone: (415) 641-8000 x214

Email Address: [Laurencebrenner@oakeschildrenscenter.org](mailto:Laurencebrenner@oakeschildrenscenter.org)

Program Code(s): 8859SD

**2. Nature of Document:**

☐ New ☒ Renewal ☒ Amendment Two

**3. Goal Statement:**

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

**4. Target Population:**

SED and other children enrolled in the identified classrooms.

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

See Appendix B-2 CRDC Partnership SED

**6. Methodology:**

A. Outreach: Partnership classrooms are selected by SFUSD and Behavioral Health Services (BHS). Partnerships complete a yearly memorandum of understanding outlining responsibilities of each party.

B. Schools must meet the following criteria (SFUSD will be responsible for consultation readiness):

- a. The principal is committed to accept a mental health component in the school.
- b. The teachers will accept consultation from the mental health clinicians.
- c. The teachers will attend required interagency training or planning activities.
- d. There is space within the school that is appropriate and available on a regular basis for pull-out counseling services.

C. Admission Criteria: Students in identified classrooms are assessed for need for services, financial and Educationally Related Mental Health Services (ERMHS) status.

D. Service Delivery Model:

- a. Mental health services to SED children in the classroom.
- b. Pull-out individual therapy services
- c. Group activities
- d. Consultation to teaching staff and the school principal
- e. Attendance at IEP meeting when appropriate.
- f. Oakes is committed to using evidenced based practices and will be implementing Second Step when appropriate.
- g. Partnerships are 12 hours per week, 8 hours on-site.

E. Exit Criteria: Students exit program when Individualized Educational Plan (IEP) team agrees goals have been accomplished or student graduates or leaves classroom. Clinician works with team regarding discharge planning and follow-up services.

F. Staffing: Each partnership is staffed with a licensed or waived clinician (MFT, Social Work, or Psychologist). Supervision of program is provided by a licensed MFT, the Oakes Clinical Director, and a licensed supervising clinician.

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

**7. Objectives and Measurements:**

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

**8. Continuous Quality Improvement:**

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

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

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.

4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs and Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

**9. Required Language: N/A**

**1. Identifiers:**

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

Program Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA 94110

Telephone: (415) 641-8000

FAX: (415) 641-8002

Website Address: [www.oakeschildrencenter.org](http://www.oakeschildrencenter.org)

Contractor Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA 94110

Person Completing this Narrative: Laurence Brenner, PhD

Telephone: (415) 641-8000 x214

Email Address: [laurencebrenner@oakeschildrencenter.org](mailto:laurencebrenner@oakeschildrencenter.org)

Program Code(s): 88593

**2. Nature of Document:**

☐ New ☒ Renewal ☒ Amendment Two

**3. Goal Statement:**

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

**4. Target Population:**

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

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

See Appendix B-1a CRDC Day Treatment Intensive Services

**6. Methodology:**

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

**7. Objectives and Measurements:**

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

**8. Continuous Quality Improvement:**

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

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

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.

4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs and Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

**9. Required Language: N/A**



**Appendix B**  
**Calculation of Charges**

**1. Method of Payment**

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (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.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

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

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

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

## 2. Program Budgets and Final Invoice

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

Budget Summary

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

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

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

### B. COMPENSATION

Compensation shall be made in monthly payments on or before the 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 **Nine Million Two Hundred Seventy Six Thousand Five Hundred Thirty Three Dollars (\$9,276,533)** for the period of **July 1, 2010 through June 30, 2015**.

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

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

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

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

Contingency	\$ 0.00
<b>Total July 1, 2010 through June 30, 2015</b>	<b>\$9,276,533</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.

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

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

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

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

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

# FY 13-14 CBHS BUDGET DOCUMENTS

## DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH): 00349			Renee Koszsis 415.641.8000 Ext. 216			Fiscal Year: 14-15	
DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.			Document Date: 9/22/2014			Appendix B	
Contract CMS # (CDTA use only): 7208						Page 4	
Contract Appendix Number:	B-1	B-2	B-3		B-#	B-#	
Appendix A/Program Name:	Counseling Enriched Educational Program	Partnership SED	Outpatient EPSDT				
Provider Number	8859	8859	8859				
Program Code(s)	88594	8859SD	88593				
FUNDING TERM:	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15		-- --	-- --	TOTAL
FUNDING USES							
Salaries & Employee Benefits:	864,722	189,572	201,320				1,255,614
Operating Expenses:	299,864	43,149	32,355				375,368
Capital Expenses:							0
Subtotal Direct Expenses:	1,164,586	232,721	233,675		0	0	1,630,982
Indirect Expenses:	160,129	33,151	33,731				227,011
Indirect %:	14%	14%	14%		0%	0%	14%
TOTAL FUNDING USES	1,324,716	265,872	267,406		0	0	1,857,994
					Employee Fringe Benefits %:		23%
CBHS MENTAL HEALTH FUNDING SOURCES							
MH FED - SDMC Regular FFP (50%)	501,200	86,128	133,703				721,031
MH STATE - PSR EPSDT	401,741	2,400	70,799				474,940
MH STATE - Family Mosaic Capitated Medi-Cal	20,000						20,000
MH STATE - MH Realignment	62,518	91,483	50,000				204,001
MH COUNTY - General Fund	339,257	85,861	12,904				438,022
							-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,324,716	265,872	267,406		-	-	1,857,994
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
							-
							-
							-
							-
							-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-		-	-	-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES							
							-
							-
							-
							-
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES	-	-	-		-	-	-
TOTAL DPH FUNDING SOURCES	1,324,716	265,872	267,406		0	0	1,857,994
NON-DPH FUNDING SOURCES							
							-
TOTAL NON-DPH FUNDING SOURCES	0	0	0		0	0	0
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,324,716	265,872	267,406		-	-	1,857,994

# FY 13-14 CBHS BUDGET DOCUMENTS

## DPH 7: Contract-Wide Indirect Detail

Contractor Name Oakes Childrens' Center, Inc.

Document Date: 09/22/14

Appendix B

Fiscal Year: 14-15

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### 1. SALARIES & BENEFITS

Position Title	FTE	Salaries
HR/Office Manager	\$ 0.50	\$ 29,000
Finance Manager	\$ 0.60	\$ 43,405
Executive Director	\$ 0.50	\$ 62,504
Accounting Clerk	\$ 0.35	\$ 11,452
EMPLOYEE FRINGE BENEFITS		\$ 40,950
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 187,311</b>

### 2. OPERATING COSTS

Expenditure Category	Amount
Rental Property	\$ 12,350
Utilities	\$ 1,651
Office Supplies	\$ 2,332
Building Maintenance/Repairs	\$ 1,930
CPA Fees A-133 Audit	\$ 8,500
Professional Fees	\$ 1,560
Educ & Conf	\$ 5,379
Payroll Fees	\$ 462
CPA fees 990 prep	\$ 1,500
Insurance	\$ 1,859
Dues & Subscriptions	\$ 2,177
<b>TOTAL OPERATING COSTS</b>	<b>\$ 39,700</b>

**TOTAL INDIRECT COSTS** **\$ 227,011**  
 (Salaries & Benefits + Operating Costs)





**FY 13-14 CBHS BUDGET DOCUMENTS**

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): <b>Oakes Children's Center, Inc.</b> Provider Name: <b>Oakes Children's Center</b> Provider Number: <b>8859</b>					Appendix/Page #: <b>B-1 Page 1</b> Document Date: <b>7/1/2014</b> Fiscal Year: <b>14-15</b>	
Program Name:	Counseling Enriched Educational Program	Counseling Enriched Educational Program	Counseling Enriched Educational Program	Counseling Enriched Educational Program		
Program Code (formerly Reporting Unit):	88594	88594	88594	88594		
Mode/SFC (MH) or Modality (SA):	15/10-56	15/01-09	15/60-69	45/10-19		
Service Description:	MH Svcs	Case Mgt Brokerage	Medication Support	MH Promotion	0	TOTAL
FUNDING TERM:	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15	-	
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	821,929	37,473		5,320		864,722
Operating Expenses:	230,493	15,855	53,516			299,864
Capital Expenses (greater than \$5,000):	0					
Subtotal Direct Expenses:	1,052,422	53,328	53,516	5,320		1,164,586
Indirect Expenses:	144,246	7,171	8,712			160,129
TOTAL FUNDING USES:	1,196,668	60,499	62,228	5,320		1,324,716
<b>GENERAL MENTAL HEALTH FUNDING SOURCES</b>						
	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	444,300	25,786	31,114		501,200
MH STATE - PSR EPSDT	HMHMCP751594	350,763	22,442	28,536		401,741
MH STATE - Family Mosaic Capitated Medi-Cal	HMHMCP8828CH	20,000				20,000
MH STATE - MH Realignment	HMHMCP751594	58,461	1,397		2,660	62,518
MH COUNTY - General Fund	HMHMCP751594	323,145	10,874	2,578	2,660	339,257
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		1,196,669	60,499	62,228	5,320	1,324,716
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
	Index Code/Project Detail/CFDA#:					
						-
						-
						-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
<b>OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES</b>						
	Index Code/Project Detail/CFDA#:					
						-
						-
TOTAL OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		1,196,669	60,499	62,228	5,320	1,324,716
<b>NON-DPH FUNDING SOURCES</b>						
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,196,669	60,499	62,228	5,320	1,324,716
<b>CBHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS		
DPH Units of Service:	451,573	30,099	12,964	84		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	2.65	2.01	4.80	63.60		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	2.65	2.01	4.80	63.60		
Published Rate (Medi-Cal Providers Only):	2.85	2.20	5.26	63.60		
Unduplicated Clients (UDC):	45	Included	Included	100		145



**FY 13-14 CBHS BUDGET DOCUMENTS**

**DPH 3: Salaries & Benefits Detail**

Program Code: 88594

Program Name: Counseling Enriched Educational Program

Document Date: 7/1/14

Appendix/Page #: B-1 page 2

	TOTAL		General Fund (HMMCP751594)		Family Mosaic Capitated (HMMCP8828CH )		Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
	Term: 7/1/14 - 6/30/15		Term: 7/1/14 - 6/30/15		Term: 7/1/14 - 6/30/15		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Assistant	0.20	\$ 6,432	0.20	6,432								
Office Assistant	0.20	\$ 4,992	0.20	4,992								
Accounting Clerk	0.20	\$ 6,544	0.20	6,544								
Rm1 MHRS	1.00	\$ 39,282	1.00	39,282								
Rm2 MHRS	1.00	\$ 37,190	1.00	37,190								
Rm3 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm3 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm4 MHRS	1.00	\$ 37,190	1.00	37,190								
Rm4 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm1 Milieu Counselor	0.50	\$ 18,152	0.50	18,152								
Rm1 Milieu Counselor	0.50	\$ 18,152	0.50	18,152								
Rm2 Milieu Counselor	0.50	\$ 18,054	0.50	18,054								
Rm3 Milieu Counselor	0.50	\$ 19,070	0.50	19,070								
Rm4 Milieu Counselor	0.50	\$ 18,054	0.50	18,054								
Milieu Therapist 1	0.85	\$ 44,605	0.85	44,605								
Milieu Therapist 2	0.85	\$ 45,429	0.85	45,429								
Milieu Therapist 3	0.75	\$ 40,499	0.75	40,499								
Milieu Therapist 4	0.85	\$ 39,021	0.85	39,021								
Quality Assurance Coordinator	1.00	\$ 57,335	1.00	57,335								
Clinical Coordinator	0.72	\$ 60,625	0.72	40,625		20,000						
Training Coordinator	0.70	\$ 29,508	0.70	29,508								
Supervising Milieu Clinician	1.00	\$ 54,515	1.00	54,515								
		\$ -										
		\$ -										
<b>Totals:</b>	<b>15.82</b>	<b>\$ 709,072</b>	<b>15.82</b>	<b>\$689,072</b>		<b>\$20,000</b>						

<b>Employee Fringe Benefits:</b>	22%	\$155,650	23%	\$155,650								
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**TOTAL SALARIES & BENEFITS**

**\$864,722**

**\$844,722**

**\$20,000**

**FY 13-14 CBHS BUDGET DOCUMENTS**

**DPH 4: Operating Expenses Detail**

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

Appendix/Page #: B-1 Page 3

Expenditure Category	TOTAL	General Fund (HMHMCP751594)	Family Mosaic Capitated (HMHMCP8828CH)	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 14-15	Term: 14-15	Term: 14-15	Term:	Term:	Term:
<b>Occupancy:</b>						
Rent	\$ 80,564	\$ 60,564				
Utilities(telephone, electricity, water, gas)	\$ 10,020	\$ 10,020				
Building Repair/Maintenance	\$ 15,194	\$ 15,194				
<b>Materials &amp; Supplies:</b>						
Office Supplies	\$ 3,700	\$ 3,700				
Printing	\$ 1,200	\$ 1,200				
Program Supplies	\$ 9,400	\$ 9,400				
Computer hardware/software	\$ 5,000	\$ 5,000				
Therapy Assessment Materials	\$ 2,500	\$ 2,500				
<b>General Operating:</b>						
Training/Staff Development	\$ 2,948	\$ 2,948				
Insurance	\$ 7,910	\$ 7,910				
Professional License	\$ 750	\$ 750				
Permits	\$ -					
Equipment Lease & Maintenance	\$ 1,500	\$ 1,500				
<b>Staff Travel:</b>						
Local Travel	\$ 400	\$ 400				
Out-of-Town Travel	\$ -					
Field Expenses	\$ -					
<b>Consultant/Subcontractor:</b>						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 90,370	\$ 90,370				
CONSULTANT/SUBCONTRACTOR (Dr Lisa Scott Lee, provides consulting services for new CEEP model re compliance/chart review, \$185 per hour plus travel )	\$ 4,800	\$ 4,800				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -					
<b>Other:</b>						
	\$ -					
Client Milieu Food	\$ 41,204	\$ 41,204				
Stipends - Practicum, Post Doc	\$ 32,500	\$ 32,500				
Pre Employment, Fingerprinting TB testing	\$ 1,800	\$ 1,800				
Client Behavior Incentives	\$ 8,104	\$ 8,104				

**TOTAL OPERATING EXPENSE**

**\$299,864**

**\$299,864**



**FY 13-14 CBHS BUDGET DOCUMENTS**

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)						
DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.				Appendix/Page #: B-2 Page 1		
Provider Name: Oakes Children's Center				Document Date: 7/1/2014		
Provider Number: 8859				Fiscal Year: 14-15		
Program Name:	Partnership SED	Partnership SED	Partnership SED	Partnership SED		
Program Code (formerly Reporting Unit):	8859SD	8859SD	8859SD	8859SD		
Mode/SFC (MH) or Modality (SA):	15/01-09	15/10-56	15/60-69	45/10-19		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	MH Promotion	0	TOTAL
FUNDING TERM:	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15	-	
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	2,820	162,045		24,707		189,572
Operating Expenses:		42,079	1,070			43,149
Capital Expenses (greater than \$5,000):						
Subtotal Direct Expenses:	2,820	204,124	1,070	24,707		232,721
Indirect Expenses:		33,151				33,151
TOTAL FUNDING USES:	2,820	237,275	1,070	24,707		265,872
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>						
	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	1,410	84,183	535		86,128
MH STATE - PSR EPSDT	HMHMCP751594	0	2,400	0		2,400
						0
MH STATE - MH Realignment	HMHMCP751594	1,410	81,783	535	7,755	91,483
MH COUNTY - General Fund	HMHMCP751594	0	68,909	0	16,952	85,861
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		2,820	237,275	1,070	24,707	265,872
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
	Index Code/Project Detail/CFDA#:					
						-
						-
						-
						-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
<b>OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES</b>						
	Index Code/Project Detail/CFDA#:					
						-
						-
						-
TOTAL OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		2,820	237,275	1,070	24,707	265,872
<b>NON-DPH FUNDING SOURCES</b>						
						-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,820	237,275	1,070	24,707	265,872
<b>CBHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS		
DPH Units of Service:	1,403	91,612	223	388		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	2.01	2.59	4.80	63.60		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.01	2.59	4.80	63.60		
Published Rate (Medi-Cal Providers Only):	2.20	2.85	5.26	63.60		
Unduplicated Clients (UDC):	43	Included	Included	100		143

**FY 13-14 CBHS BUDGET DOCUMENTS**

### DPH 3: Salaries & Benefits Detail

Program Code: 8859SD

Program Name: Partnership SED

Document Date: 7/1/14Appendix/Page #:          B-2 page 2

	TOTAL		General Fund (HMHMCP751594)		Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
	Term: 7/1/14 - 6/30/15		Term: 7/1/14 - 6/30/15		Term:		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical Coordinator	0.07	\$ 5,894	0.07	5,894								
SED/EPSDT Clinician	0.60	\$ 36,488	0.60	36,488								
SED/EPSDT Clinician	0.65	\$ 32,430	0.65	32,430								
SED/EPSDT Clinician	0.75	\$ 46,113	0.75	46,113								
SED/EPSDT Clinician	0.50	\$ 21,968	0.50	21,968								
SED/EPSDT Clinician	0.375	\$ 9,122	0.375	9,122								
Training Coordinator	0.05	\$ 2,108	0.05	2,108								
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[illegible]**TOTAL SALARIES & BENEFITS**

**\$189,572**

**\$189,572**

**FY 13-14 CBHS BUDGET DOCUMENTS**

**DPH 4: Operating Expenses Detail**

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

Appendix/Page #: B-2 Page 3

Expenditure Category	TOTAL	General Fund (HMMCP751594)	Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 14-15	Term: 14-15	Term: _____	Term: _____	Term: _____	Term: _____
<b>Occupancy:</b>						
Rent	\$ 12,908	\$ 12,908				
Utilities (telephone, electricity, water, gas)	\$ 2,583	\$ 2,583				
<b>Materials &amp; Supplies:</b>						
Office Supplies	\$ 1,101	\$ 1,101				
Printing	\$ -	\$ -				
Program Supplies	\$ 1,835	\$ 1,835				
Computer hardware/software	\$ 1,800	\$ 1,800				
<b>General Operating:</b>						
Training/Staff Development	\$ 1,800	\$ 1,800				
Insurance	\$ 1,944	\$ 1,944				
Professional License	\$ -					
Permits	\$ -					
Equipment Lease & Maintenance	\$ 368	\$ 368				
<b>Staff Travel:</b>						
Local Travel	\$ 500	\$ 500				
Out-of-Town Travel	\$ -					
Field Expenses	\$ -					
<b>Consultant/Subcontractor:</b>						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 1,070	1,070				
CONSULTANT/SUBCONTRACTOR - Julie Tapley Provides Supervision of clinical staff each Wednesday in Groups at \$160 per hour and Individual clinical supervision at \$65 per hour (7/1/12 - 6/30/13)	\$ 16,240	16,240				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -					
<b>Other:</b>						
Client Behavior Incentives	\$ 500	\$ 500				
	\$ -					
Pre Employment, Fingerprinting TB testing	\$ 500	500				

**TOTAL OPERATING EXPENSE**

**\$43,149**

**\$43,149**

**FY 13-14 CBHS BUDGET DOCUMENTS**

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.					Appendix/Page #: B-3 Page 1	
Provider Name: Oakes Children's Center					Document Date: 7/1/2014	
Provider Number: 8859					Fiscal Year: 14-15	
Program Name:	Outpatient EPSDT	Outpatient EPSDT	Outpatient EPSDT			
Program Code (formerly Reporting Unit):	88593	88593	88593			
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-56	15/60-69			
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	0	0	<b>TOTAL</b>
<b>FUNDING TERM:</b>	7/1/14 - 6/30/15	7/1/14 - 6/30/15	7/1/14 - 6/30/15	-	-	
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	1,748	199,572				201,320
Operating Expenses:		31,707	648			32,355
Capital Expenses (greater than \$5,000):						
<b>Subtotal Direct Expenses:</b>	1,748	231,279	648			233,675
Indirect Expenses:		33,731				33,731
<b>TOTAL FUNDING USES:</b>	1,748	265,010	648			267,406
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	874	132,505	324		133,703
MH STATE - PSR EPSDT	HMHMCP751594	693	69,944	162		70,799
MH STATE - MH Realignment	HMHMCP751594		50,000			50,000
MH COUNTY - General Fund	HMHMCP751594	181	12,561	162		12,904
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>		1,748	265,010	648	-	267,406
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
						-
						-
						-
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>		-	-	-	-	-
<b>OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
						-
						-
<b>TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>		1,748	265,010	648	-	267,406
<b>NON-DPH FUNDING SOURCES</b>						
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-				-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		1,748	265,010	648	-	267,406
<b>CBHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS			
DPH Units of Service:	870	102,320	135	-	-	
Unit Type:	Staff Minute	Staff Minute	Staff Minute			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	2.01	2.59	4.80			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.01	2.59	4.80			
Published Rate (Medi-Cal Providers Only):	2.20	2.85	5.26			
Unduplicated Clients (UDC):	58	Included	Included			58

# FY 13-14 CBHS BUDGET DOCUMENTS

## DPH 3: Salaries & Benefits Detail

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

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	TOTAL		General Fund (HMHMCP751594)		Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)				
	Term: 7/1/14 - 6/30/15		Term: 7/1/14 - 6/30/15		Term:		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Training Coordinator	0.25	\$ 10,539	0.25	10,539								
Clinical Coordinator	0.18	\$ 15,156	0.18	15,156								
Milleu Therapist 1	0.15	\$ 7,872	0.15	7,872								
Milleu Therapist 2	0.15	\$ 8,017	0.15	8,017								
Milleu Therapist 3	0.15	\$ 8,100	0.15	8,100								
Milleu Therapist 4	0.15	\$ 6,886	0.15	6,886								
Supervising Clinician	0.60	\$ 40,374	0.60	40,374								
SED/EPSDT Clinician	0.50	\$ 29,392	0.50	29,392								
SED/EPSDT Clinician	0.50	\$ 21,968	0.50	21,968								
SED/EPSDT Clinician	0.25	\$ 15,371	0.25	15,371								
		\$ -										
Totals:	2.88	\$163,675	2.88	\$163,675								

Employee Fringe Benefits:	23%	\$37,645	23%	\$37,645							
---------------------------	-----	----------	-----	----------	--	--	--	--	--	--	--

TOTAL SALARIES & BENEFITS

\$201,320

\$201,320



**FY 13-14 CBHS BUDGET DOCUMENTS**

**DPH 4: Operating Expenses Detail**

Program Code: 88593

Program Name: Outpatient EPSDT

Document Date: 7/1/14

Appendix/Page #: B-3 Page 3

Expenditure Category	TOTAL	General Fund (HMHMCP751594)	Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 14-15	Term: 14-15	Term: _____	Term: _____	Term: _____	Term: _____
<b>Occupancy:</b>						
Rent	\$ 15,984	\$ 15,984				
Utilities(telephone, electricity, water, gas)	\$ 2,316	\$ 2,316				
Building Repair/Maintenance	\$ 2,497	\$ 2,497				
<b>Materials &amp; Supplies:</b>						
Office Supplies	\$ 1,168	\$ 1,168				
Printing	\$ -	\$ -				
Program Supplies	\$ 1,400	\$ 1,400				
Computer hardware/software	\$ -	\$ -				
<b>General Operating:</b>						
Training/Staff Development	\$ 1,300	\$ 1,300				
Insurance	\$ 2,405	\$ 2,405				
Professional License	\$ -					
Permits	\$ -					
Equipment Lease & Maintenance	\$ 457	\$ 457				
<b>Staff Travel:</b>						
Local Travel	\$ 1,500	\$ 1,500				
Out-of-Town Travel	\$ -					
Field Expenses	\$ -					
<b>Consultant/Subcontractor:</b>						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 1,128	1,128				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
(add more Consultant lines as necessary)						
<b>Other:</b>						
Client Milieu Food	\$ 1,700	\$ 1,700				
Client Behavior Incentives	\$ 500	\$ 500				
	\$ -					
	\$ -					
	\$ -					
	\$ -					

**TOTAL OPERATING EXPENSE**

**\$32,355**

**\$32,355**

## Appendix E

### BUSINESS ASSOCIATE ADDENDUM

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

#### RECITALS

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

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

#### 1. Definitions

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

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

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

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

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

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



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

**d. Disclaimer**

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

**4. Amendment to Comply with Law.**

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

**5. Reimbursement for Fines or Penalties**

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





**Appendix F**  
**Invoice**



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

Appendix F  
PAGE A-1

Control Number

Contractor : Oakes Children's Center

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

Tel No.: (415)641-8000

Fax No.: (415)641-8002

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER : M03 JL 14

CL Blanket No.: BPHM TBD

CL PO No.: POHM TBD

Fund Source: GF, SDMC Reg FFP, PSR EPSDT, Realignment

Invoice Period : July 2014

Final Invoice: (Check if Yes)

ACE Control Number:

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

\*Unduplicated Counts for AIDS Use Only.

DELIVERABLES		Total Contracted		Delivered THIS PERIOD		Unit	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables		
Program Name/Replg. Unit Modality/Mode # - Svc Func (MH Only)		UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENT	UOS	CLIENTS	
<b>B-1 Counseling Enriched Educational Program PC# - 8859</b>														
15/10 - 56 MH Svc		444,026				\$ 2.65	\$ -	0.000		0.00%		444,026.000		\$ 1,176,668.90
15/01 - 09 Case Mgt Brokerage		30,099				\$ 2.01	\$ -	0.000		0.00%		30,099.000		60,498.99
15/60 - 69 Medication Support		12,964				\$ 4.80	\$ -	0.000		0.00%		12,964.000		62,227.20
45/10 - 19 MH Promotion		84				\$ 63.60	\$ -	0.000		0.00%		84.000		5,342.40 \$ 1,304,737.49
<b>B-2 Partnership SED PC# - 8859SD</b>														
15/01 - 09 Case Mgt Brokerage		1,403				\$ 2.01	\$ -	0.000		0.00%		1,403.000		2,820.03
15/10 - 56 MH Svc		91,612				\$ 2.59	\$ -	0.000		0.00%		91,612.000		237,275.08
15/60 - 69 Medication Support		223				\$ 4.80	\$ -	0.000		0.00%		223.000		1,070.40
45/10 - 19 MH Promotion		388				\$ 63.60	\$ -	0.000		0.00%		388.000		24,676.80 265,842.31
<b>B-3 Outpatient EPSDT PC# - 88593</b>														
15/01 - 09 Case Mgt Brokerage		870				\$ 2.01	\$ -	0.000		0.00%		870.000		1,748.70
15/10 - 56 MH Svc		102,320				\$ 2.59	\$ -	0.000		0.00%		102,320.000		265,008.80
15/60 - 69 Medication Support		135				\$ 4.80	\$ -	0.000		0.00%		135.000		648.00 \$ 267,405.50
<b>TOTAL</b>		<b>684,124</b>		<b>0.000</b>				<b>0.000</b>		<b>0.00%</b>		<b>684,124.000</b>		<b>\$ 1,837,985.30</b>
<b>Budget Amount</b>				<b>\$ 1,837,994.00</b>				<b>Expenses To Date</b>		<b>% of Budget</b>		<b>Remaining Balance</b>		
										<b>0.00%</b>		<b>\$ 1,837,994.00</b>		

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

NOTES:

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

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

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

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

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

DPH Authorization for Payment

Authorized Signatory

Date

Appendix F  
PAGE A-2

INVOICE NUMBER : M04 JL 14

Ct.Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: Family Mosaic - Capitated Medi-Cal

Invoice Period : July 2014

Final Invoice:		(Check if Yes)
----------------	--	----------------

ACE Control Number: 

Unduplicated Counts for AIDS Use Only.

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

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

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

DPH Authorization for Payment

**Authorized Signatory**

Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

OAKES-1

OP ID: RS

DATE (MM/DD/YYYY)

02/04/2015

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

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

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

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER: 3</b>
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>	X	2014-19626-NPO	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Sex Abuse \$1M/\$1M					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> PROF LIAB \$1M/\$3M					GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						Emp Ben. \$ INCLUDED
A	<b>AUTOMOBILE LIABILITY</b>	X	2014-19626-NPO	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					NON-OWNED AUTOS \$
A	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR	2014-19626-UMB-NPO	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 2,000,000
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000				
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	9106127-14	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					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
B	Property Section		CWB0006425-08 -19626	06/01/2014	06/01/2015	BPP 184,720
C	Crime		8222-5117	06/01/2014	06/01/2015	Emp Dis 450,000

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

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>DEPTOFF</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Department of Public Health Community, Mental Health Services 1380 Howard Street San Francisco, CA 94103	<b>AUTHORIZED REPRESENTATIVE</b> 

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>
Department of Public Health Community Mental Health Services 1380 Howard Street San Francisco, CA 94103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

POLICY NUMBER:

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

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

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

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

### 3. Legal Action Against Us

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

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

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

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

### 4. Other Insurance

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

#### a. Primary Insurance

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

#### b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

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

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

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

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

**c. Method Of Sharing**

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

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

**5. Premium Audit**

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

**6. Representations**

By accepting this policy, you agree:

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

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

**7. Separation Of Insureds**

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

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

**9. When We Do Not Renew**

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

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

**SECTION V – DEFINITIONS**

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

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

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

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

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

Veh # VIN # Additional Insured - NIAC-A1

ALL **Department Of Public Health Community, Mental Health  
Services**  
1380 Howard St.  
San Francisco, CA 94103

All other terms, limits and conditions remain the same.

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



02/04/2015

AUTHORIZED SIGNATURE

(02245)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE ONLY**

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

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

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

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



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION

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

HOME OFFICE  
SAN FRANCISCO

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

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

OAKES CHILDREN CENTER  
  
1550 TREAT AVE  
SAN FRANCISCO, CA 94110

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

CITY AND COUNTY OF SAN FRANCISCO, CMS#699

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

OAKES CHILDREN CENTER

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

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

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

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 23, 2015

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



