

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

**Agreement between the City and County of San Francisco and**

**Richmond Area Multi Services, Inc.**

This Agreement is made this 1<sup>st</sup> day of July, 2015 in the City and County of San Francisco, State of California, by and between: **Richmond Area Multi Services, Inc., 639 14<sup>th</sup> Avenue, San Francisco, CA 94118**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Department of Public Health, Community Behavioral Health Services (CBHS) wishes to contract for Peer to Peer Employment and Peer Specialist Mental Health Certificate Services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on August 27, 2014, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 46266-14/15 on June 15, 2015;

Now, THEREFORE, the parties agree as follows:

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

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

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from July 1, 2015 to December 31, 2017.

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

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Department of Public Health**, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Two Hundred Eighteen Thousand three Hundred Thirty Nine Dollars (\$9,218,339)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

**15. Insurance.**

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

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

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence 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. The Workers' Compensation policy(ies) 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.

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.

i. Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C. Insurance.

#### **16. Indemnification.**

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

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

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

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

**20. Default; Remedies.**

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

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

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

**63. Protected Health Information**

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

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

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

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

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

**21. Termination for Convenience.**



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

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

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

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

3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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| 8. Submitting false claims                                      | 24. Proprietary or confidential information of City     |
| 9. Disallowance   | 26. Ownership of Results                                |
| 10. Taxes   | 27. Works for Hire                                      |
| 11. Payment does not imply acceptance of work                   | 28. Audit and Inspection of Records                     |
| 13. Responsibility for equipment                                | 48. Modification of Agreement.                          |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance   | 50. Agreement Made in California; Venue                 |
| 16. Indemnification   | 51. Construction  |
| 17. Incidental and Consequential Damages                        | 52. Entire Agreement                                    |
| 18. Liability of City   | 56. Severability  |
| 63. Protected Health Information                                | 57. Protection of private information                   |
- And, item 1 of Appendix D attached to this Agreement.

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

**23. Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the

Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

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

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

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

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

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

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

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

To CITY: Office of Contract Management and Compliance  
Department of Public Health  
1380 Howard Street 4<sup>th</sup> Floor  
San Francisco, California 94103

FAX: (415) 554-2555  
e-mail: junko.craft@sfdph.org

And: Charles Mayer, Program Person  
Department of Public Health  
1380 Howard Street 5<sup>th</sup> Floor  
San Francisco, California 94103

FAX: (415) 255-3513  
e-mail: Charles.Mayer@sfdph.org

To CONTRACTOR: Kavooos Ghane Bassiri, President CEO  
Richmond Area Multi-Services, Inc.  
639 14<sup>th</sup> Avenue  
San Francisco, CA 94118

FAX: (415) 751-7336  
e-mail: kavooosbassiri@ramsinc.org

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

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

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

**28. Audit and Inspection of Records.**

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

b. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the

Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

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

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

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

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

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](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.

### **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.

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

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

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

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

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

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

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

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

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

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

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

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

**41. Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in RAMS (Peer to Peer) CMS# 7524

Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry

level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

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

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

6) Set the term of the requirements.

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

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

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

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

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

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

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

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

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

investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

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

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

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

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

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

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

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

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

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

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

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

**49. Administrative Remedy for Agreement Interpretation.**

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

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

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

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

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



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

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

**55. Supervision of Minors.** 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.

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

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

**58. Reserved.**

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

**60. Slavery Era Disclosure Reserved. (Slavery era disclosure)**

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

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

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

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

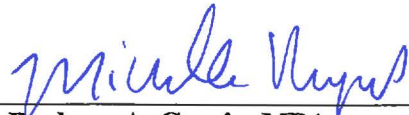
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

**Richmond Area Multi-Services, Inc.**



**Barbara A. Garcia, MPA**  
Director of Health

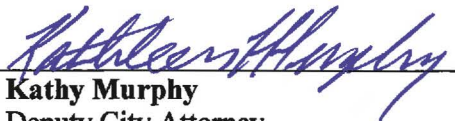
5/27/15  
Date

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

Approved as to Form:

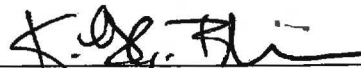
Dennis J. Herrera  
City Attorney

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



**Kathy Murphy**  
Deputy City Attorney

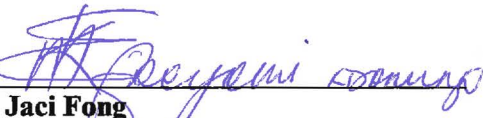
5/27/15  
Date



**Kavos Ghane Bassiri**  
President and Chief Executive Officer  
639 14<sup>th</sup> Avenue  
San Francisco, CA 94119

5/7/15  
Date

Approved:



**Jaci Fong**  
Director of the Office of  
Contract Administration and  
Purchaser

6/23/15  
Date

City vendor number: 15706

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Insurance Waiver
- D: Additional Terms
- E: HIPAA Business Associate Agreement

- F.: Invoice ( To be Provided by the Contractor)
- G. Dispute Resolution
- H. San Francisco Department of Public Health Privacy Policy Compliance Standards
- I. Emergency Response
- J. Declaration of Compliance

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**Appendix A**  
**Services to be provided by Contractor**

**1. Terms**

**A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to Charles Mayer, 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. Infection Control, Health and Safety:**

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

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

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

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

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

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

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

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

G. 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.

H. 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."

**2. Description of Services**

Detailed description of services are listed below and are attached hereto

Appendix A-1 Peer to Peer Employment

Appendix A-2 Peer Specialist Mental Health Certificate

**1. Identifiers:**

Program Name: Peer to Peer Employment

Program Address: 3626 Balboa Street

City, State, Zip: San Francisco, CA 94121

Telephone: (415) 668-5955

Fax: (415) 668-0246

Website Address: www.ramsinc.org

Contractor Address: RAMS Administration, 639 14th Avenue

City, State, Zip: San Francisco, CA 94118

Name of Person Completing this Narrative: Angela Tang, RAMS Director of Operations

Telephone: (415) 800-0699

Email Address: angelatang@ramsinc.org

Program Code: Not Applicable

**2. Nature of Document (check one)**

☒ New

☐ Renewal

☐ Modification

**3. Goal Statement**

RAMS, in collaboration with CBHS and consumers, will be responsible for the design and implementation of a cohesive and collaborative system of peer services to recruit, employ, train, place, support and supervise peer-to-peer staff within DPH, CBHS and community settings. The provider will implement and evaluate the service delivery system and peer-to-peer services that are received by behavioral health consumers. RAMS will oversee the day-to-day operations and the direct supervision of all peer staff, peer coordinators, peer managers, volunteers, interns and support staff that provide peer-to-peer support to behavioral health consumers in the community.

The FY 2015-16 is the start-up/development and implementation time period for the reorganization of the current CBHS peer-to-peer system. RAMS will build upon the strong foundation of the CBHS peer-to-peer system and further develop an integrative peer-to-peer service delivery system that promotes best practices, shared resources, advancement opportunities for peers and quality-driven peer-to-peer services for behavioral health consumers.

The current CBHS Peer-to-Peer Programs that are included in the Peer-to-Peer Employment Program and the peer system reorganization are the following:

**1. Pathways to Discovery Peer Program**

Pathways to Discovery is a peer-led program that started in 2006, based off of the wellness and recovery principles of "The Village", a peer-based program in Long Beach. Pathways has been committed to work together with the community to build a successful program and provide much needed support services to those experiencing issues related to mental health, substance use and other

related needs. Pathways' peer modalities may include a creative arts program, a residential care program, a peer group counseling program and transportation training/assistance in the community.

## 2. Peer Support Internship Program

The Peer Support Internship Program is an entry-level peer program working directly with behavioral health consumers. Peers often begin employment in this program as system navigators or administrative support working in the front-line of customer service with users of the CBHS system. Peers perform a variety of duties such as provide system education, system navigation, outreach, and clerical related work. The program currently provides two years of employment and training opportunities to help peers further develop their employment and consumer support skills while providing on-site job coaching. Peer Interns are currently placed in DPH programs and also conduct Dual-Recovery Anonymous (DRA) peer groups in the community.

## 3. MHSA Consumer Employment Program

The MHSA Consumer Employment Program is an intermediate-level peer program that provides a platform for career development for those individuals who have accessed the system of care as a consumer or family member of a consumer, teaching them skills to work as a peer professional. The program improves the care for consumers accessing services by utilizing peer professionals within multi-disciplinary treatment teams. The Consumer Employment Program began with the initial hire of six part time, as-needed employees in July 2007. The program has expanded extensively and currently employs full-time, part-time and temporary positions as a peer counselor or consumer/administrative support within the San Francisco community. The peer employees are provided extensive support and encouraged to further their education, complete internships, and identify advancement opportunities outside the program in the broader workforce.

## 4. Office of Self Help

This peer-to-peer program provides a drop-in center which is: 1) an early engagement center for adults seeking peer-based counseling services and peer-led activity groups; 2) a community resource for clients to receive linkages to a variety of behavioral health and primary health resources and services; and 3) a safe place for clients to learn self-help skills within an environment that uses empathy and empowerment to help support and inspire recovery.

This center targets consumers of behavioral health services that may face mental health and/or substance abuse issues. The Office of Self-Help modalities may include; Individual Peer Counseling, Peer-to-Peer Support Groups, Resource/Service Linkage, a Warm-Line/Phone Support, a Computer Lab, Healing Arts that include acupuncture and meditation, and Transportation Assistance that provides assistance for family members and significant others of CBHS clients in long-term mental health treatment facilities outside of San Francisco.

## 5. Peer Youth-to-Youth Program

The overall goal of the Peer Youth-to-Youth Program is to employ and support peer mentors who have achieved stability and have the ability to assist other young mental health consumers achieve resiliency and recovery. This is currently a pilot program and the peer employees work directly with youth within the behavioral health system who are interested in receiving mentoring support in various community



settings. The program currently emphasizes healthy activities, academic success, employment readiness, self-help skill development, and pro-social skill development.

#### **4. Target Population**

*Population for Peers:* Peers are defined as an individual with personal lived experience who are consumers of mental health and/or substance abuse services, former consumers, or family members or significant others of consumers. Peers utilize their lived experience in peer counseling settings, when appropriate, to benefit the wellness and recovery of the client(s) being served.

*Population Served by Peers:* Peer counselors will conduct culturally and linguistically congruent outreach and peer counseling support to participants and users of residential, community, mental health care, primary care, substance abuse, jail and hospital settings within the Department of Public Health services.

#### **5. Modality(ies)/Interventions**

As a majority of this program is funded by MHSA, RAMS will be responsible for integrating all MHSA principles and policies while working towards a common goal of 'system transformation'. The 'system transformation' envisioned by the MHSA is founded on the belief that all individuals - including those living with the challenges caused by mental illness - are capable of living satisfying, hopeful, and contributing lives. As part of the MHSA requirements, RAMS will be responsible for involving behavioral health consumers, former consumers, or family members of consumers in areas of policy design, program planning, implementation, monitoring, quality improvement, evaluation and budget allocations regarding these programs.

During this first start-up year, RAMS will work in collaboration with CBHS and the peer/consumer population to further develop an integrative peer-to-peer service delivery system that promotes best practices, shared resources, advancement opportunities for peers, and quality-driven peer-to-peer services for behavioral health consumers. The model will form one integrative peer-to-peer program and the current programs involved in this restructuring will be the following:

1. Pathways to Discovery Peer Program
2. Peer Support Internship Program
3. MHSA Consumer Employment Program
4. Office of Self-Help
5. Peer Youth-to-Youth Program

RAMS will provide employment and supportive services for the peer providers in the CBHS system and will be responsible for all areas of hiring, training, supervision, case management, consultation, support and progressive discipline, if needed. Many of these peers are located in several sites throughout DPH in the fields of peer counseling and administration, supporting consumers of behavioral health. RAMS, in partnership with CBHS and the peer community, will be responsible for

redesigning the Office of Self Help and developing an integrated peer wellness center, driven by input from the peer community.

RAMS will oversee the day-to-day operations and the direct supervision of all peer staff, peer coordinators, peer managers, volunteers, interns and support staff that provide peer-to-peer support to behavioral health consumers in the community. RAMS will be responsible for securing a facility and have work space made available to staff in the peer wellness center and peer staff that do not work directly in a DPH facility. RAMS will be responsible for developing a leadership team comprised of peer leaders and/or peer coordinators with personal lived experience with the behavioral health system as a consumer, former consumer or family member of a consumer. The program administrative support will also be a peer position. RAMS will conduct regular site visits to provide education regarding peer program code of ethics, peer program guidelines, peer counseling best practices and provide collaborative supervision with site supervisors. RAMS will be responsible for developing and working towards a commensurate pay structure to ensure equality among all peers in the system. This may include developing a model of entry-level, intermediate-level and advanced-level programs with 4-5 tiers, with the highest being a peer leadership or supervisory role.

RAMS will provide supportive services for the peer employees that may include, but not limited to; training, supervision, consultation, job coaching and retention services, and peer-based support groups. RAMS will work in collaboration with other CBHS and community programs to strengthen the menu of support options. These programs may include, but not limited to, the Mental Health Peer Specialist Certificate Program, San Francisco City College, California State Department of Rehabilitation, Suicide Prevention, the CBHS Client Council, and the MHSA Advisory Committee. RAMS will be responsible for staying abreast of current peer provider trends, state recommendations regarding peer certification, evidenced-based practices for peer services, current trends regarding peer code of ethics, etc.

RAMS will work in collaboration with CBHS and the peer community to develop a pilot program to train and support interested peers to bill Medi-Cal related services in Avatar for billable work performed, and evaluate.

See also CBHS Appendix B, CRDC pages.

## **6. Methodology**

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

RAMS' responsibility and commitment to mental health care quality and education extends beyond its own walls to reach people of all ages and backgrounds in its community through outreach and serving them in their own environments. This philosophy of care has always been central to the agency's approach. RAMS is uniquely well-positioned and has the expertise to outreach, engage, and retain diverse consumers, underrepresented constituents, and community organizations with regards to vocational services & resources and raising awareness about mental health and physical well-being. As an established community services provider, RAMS comes into contact with significant numbers of

consumers & families, annually serving well over 18,000 adults, children, youth & families at over 90 sites, citywide.

**B. Admission, enrollment and/or intake criteria and process where applicable**

Clients may be referred by direct service providers at various CBHS clinics, while indicating the service or assistance needed. The program then introduces services to the referred client, and may discuss the details of the providers' referral, assess any additional service needs, and provide assistance to address needs; service plan, as appropriate.

**C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, etc.**

The final service delivery model will be developed over the beginning of this contract cycle since this is a start-up year. See also CBHS Appendix B, CRDC pages.

**D. Discharge planning and exit criteria and process**

Each program will have varying exit criteria. In general, clients may exit from the program when identified needs have been met or if clients make the decision that their needs have changed and services are no longer desired or necessary.

**E. Program staffing**

See CBHS Appendix B.

**7. Objectives and Measurements**

RAMS, in collaboration with CBHS and consumers, will be responsible for the design and implementation of a cohesive and collaborative system of peer services to recruit, employ, train, place, support and supervise peer-to-peer staff within DPH, CBHS and community settings. RAMS will also implement and evaluate the service delivery system and peer-to-peer services that are received by behavioral health consumers. A strong partnership between RAMS and CBHS is a vital component of this project. RAMS will work in collaboration with the CBHS Department of Quality Management to develop a comprehensive evaluation plan and tools to measure outcomes. RAMS will work with the CBHS Business Office of Contract Compliance to ensure compliance with the minimum requirements of data collection and reporting.

This is a start-up year and final objectives will be developed over the beginning of this contract cycle, however, the Peer to Peer Employment model may include the following primary over-arching aims:

- *Increase Service Delivery:* This objective will work to increase support to the current peer-to-peer infrastructure and focus on the expansion and the integration of peer professionals into the service delivery of all programs

- *Increase Capacity Building:* This objective will work to strengthen the skills, competencies and abilities of individual peers by focusing on one's individualized professional development. This will help peers to further overcome any challenges and grow upward in their individual wellness and recovery.
- *Increase Training:* This objective will further strengthen the peer system of care while helping to better standardize the overall professionalism of peer specialists.

For the start-up year, RAMS will commit to the following MHSA Outcomes Objectives:

1. During FY15/16, at least 75% of the consumers receiving peer counseling services will report an increase in their overall quality of life, as evidenced by consumer surveys.
2. At program completion, at least 75% of the consumers receiving peer counseling services will report a decrease in social isolation and an increase in community integration, as evidenced by consumer surveys.

Possible Outcomes Objectives to implement over FY15/16 may include the following:

- Increase consumer awareness about mental health resources, substance abuse services, primary care programs and vocational services in the community.
- Increase access and linkage to resources and services for consumers.
- Increase the help-seeking behaviors of consumers.
- Increase peer wellness, resiliency and recovery.
- Increase peer job satisfaction.
- Increase the number of peers advancing to a leadership role or finding a higher level employment opportunity.

## **8. Continuous Quality Improvement**

### **a. Achievement of contract performance objectives and productivity**

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All staff (including direct service providers) are informed about objectives and the required documentation related to the activities and service delivery outcomes. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services and Chief Executive Officer). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report is on-goingly collected, with its methodology depending on the type of information. In addition, the Program Director monitors service delivery progress (engagement, level of accomplishing service goals/objectives), and termination reasons.



b. Documentation quality, including a description of any internal audits

RAMS utilizes various mechanisms to review documentation quality. Case/chart reviews are conducted by Program Director; based on these reviews, determinations/recommendations are provided relating to frequency and modality/type of services, and the match to client's progress & needs. Feedback is provided to direct staff members while general feedback and summaries on documentation and quality of programming are integrated throughout staff meetings and other discussions.

c. Cultural competency of staff and services

RAMS philosophy of care reflect values that recovery & rehabilitation are more likely to occur where the mental health systems, services, and providers have and utilize knowledge and skills that are culturally competent and compatible with the backgrounds of consumers and their families and communities, at large. The agency upholds the Culturally and Linguistically Appropriate Services (CLAS) standards. The following is how RAMS monitors, enhances, and improves service quality:

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles). Trainings are from field experts on various topics. Professional development is further supported by weekly group supervision. Furthermore, RAMS annually holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of services indicators is conducted by the Program Director (and reported to executive management) on monthly basis
- Client's culture, preferred language for services, and provider's expertise are strongly considered during the case assignment process. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- Development of annual objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction);
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually, the CEO meets with each program to solicit feedback for this purpose. Human Resources also conduct exit interviews with departing

staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency's strategic plan.

- RAMS Quality Assurance Council meets quarterly and is designed to advise on program quality assurance and improvement activities; chaired by the RAMS Director of Operations, the membership includes an administrator, director, clinical supervisor, peer counselor, and direct services staff. Programs may also present to this council to gain additional feedback on quality assurance activities and improvement.
- To ensure accountability at all levels, the RAMS CEO submits a monthly written report to RAMS Board of Directors on agency and programs' activities and matters

d. Satisfaction with services

RAMS conducts an annual client satisfaction surveys to solicit program feedback. The Program Director compiles, analyzes, and presents the results of surveys to staff, each program site-supervisor, RAMS Executive Management, and the RAMS Quality Council. The Program Director also collaborates with RAMS Executive Management, Quality Council, and clinic site supervisors to develop and implement plans to address issues related to client satisfaction as appropriate.

e. Measurement, analysis, and use of ANSA data

ANSA data not applicable; however, as described in previous CQI sections, RAMS continuously utilizes available data to inform service delivery and programming to support positive outcomes.

**1. Identifiers:**

Program Name: Peer Specialist Mental Health Certificate

Program Address: 3626 Balboa Street

City, State, Zip: San Francisco, CA 94121

Telephone: (415) 668-5955

Fax: (415) 668-0246

Website Address: www.ramsinc.org

Contractor Address: RAMS Administration, 639 14th Avenue

City, State, Zip: San Francisco, CA 94118

Name of Person Completing this Narrative: Angela Tang, RAMS Director of Operations

Telephone: (415) 800-0699

Email Address: angelatang@ramsinc.org

Program Code: Not Applicable.

**2. Nature of Document (check one)**

☒ New

☐ Renewal

☐ Modification

**3. Goal Statement**

The primary goal of the Peer Specialist Mental Health Certificate Program is to prepare consumers, family members, or former consumers of behavioral health services with (1) skills & knowledge for entry- and advanced-level employment in the behavioral health system and (2) academic/career planning that supports their success in institutions of higher learning.

**4. Target Population**

**Peer Specialist Mental Health Certificate Program**

The RAMS/SFSU Peer Specialist Mental Health Certificate Program's target population includes underserved and underrepresented San Francisco mental health consumers and their family members who: have experience in the community behavioral health systems, are interested and/or currently involved in a mental health career path, and may benefit from additional educational training.

The target population will include those of diverse backgrounds, with a balance between men and women, and at least 50% of participants will be from underserved & underrepresented communities. The underserved and underrepresented San Francisco mental health consumers and their family members include African Americans, Asian & Pacific Islanders, Latinos/as, Native Americans, and Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQQ). At least 20% of the participants enrolled in the certificate program will be newly employed or entering employment in the Peer-to-Peer Employment Program. At least 65% of the participants enrolled in the advanced level peer training programs will be employed or entering employment in the Peer-to-Peer Employment Program.

While this program is open to any residents of San Francisco, services are primarily delivered in zip code 94103.

## 5. Modality(ies)/Interventions (aka Activities)

The RAMS Peer Specialist Mental Health Certificate offers three components:

- 1) Entry Level Certificate: 12-week program designed to prepare consumers and/or family members with the basic skills & knowledge for entry-level employment in the behavioral/mental health system of care and with academic/career planning that supports success in institutions of higher learning. This component is operated in collaboration with San Francisco State University, Department of Counseling
- 2) Advanced Level Certificate: During FY 2015-16, RAMS, with CBHS and consumer input, will develop and implement this advanced level training component to further support and educate peers working with consumers of behavioral health services
- 3) Leadership Academy: During FY 2015-16, RAMS will develop and implement this short-term "leadership academy" training component to further support and educate peers and consumers in developing skills to feel better equipped when participating in activities that request consumer input such as advisory committees and boards and review panels.

During the contract year, RAMS will provide/conduct the following modality/intervention for the *Entry Level Certificate* component:

### Workforce Development (MHSA Modality #6)

- At least 30 adults will receive workforce development skills through participating in the Peer Specialist Mental Health Certificate program
- Provide at least 190 program activity hours directly to adults intended to develop a diverse and competent workforce; provide information about the mental health field and professions; outreach to under-represented communities; provide career exploration opportunities or to develop work readiness skills; increase the number of consumers and family members in the behavioral health workforce. These hours are the Peer Specialist Mental Health Certificate program operations (4 hours/day; 2 days/week; 12 weeks total) as well as post-program engagement activities (i.e. reunion). These activity hours do not include program planning and coordination staff hours.

### Wellness Promotion (MHSA Modality #3)

- Coordinate and hold at least four social networking events (connecting/linking program alumni with current participants for professional network and support) and two alumni reunions (maintain professional network and support) intended for wellness and promotion; includes activities for individuals or groups intended to enhance protective factors, reduce risk-factors and/or support individuals in their recovery; promote healthy behaviors (e.g. mindfulness, physical activity); provide cultural, spiritual, and social enrichment opportunities; foster hope, a sense of belonging and inter-dependence; promote responsibility and accountability for one's wellness; increase problem solving capacity; or develop or strengthen networks that community members trust.



**Outreach and Engagement (MHSA Modality #1)**

- Coordinate and hold at least two career and resource fairs (connecting/linking to opportunities for employment, volunteer, advocacy, and further education) intended for outreach and engagement; includes activities intended to raise awareness about mental health; reduce stigma and discrimination; establish/ maintain relationships with individuals and introduce them to available services; or facilitate referrals and linkages to health and social services (e.g. health fairs, street outreach, speaking engagements).

For the Advanced Level Certificate and Leadership Academy components, FY 2015-16 represented start-up/curriculum development and implementation period. Activities will include conducting a needs assessment and gathering community input regarding specific needs in the area of peer training

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

RAMS is uniquely positioned well and has the expertise to promote & outreach to and recruit program participants of culturally & linguistically diverse consumers, underrepresented constituents, and community organizations. As a service provider, RAMS comes into contact with significant numbers of consumers and families with each year serving approximately 18,000 adults, children, youth and families offering over 30 programs (integrated into 10 core programs) and reaching to over 90 sites (schools, childcare centers, child development centers, and neighborhood and cultural centers) throughout San Francisco. In particular, RAMS is also operating the Peer-to-Peer Employment Program (integrated in the CBHS Consumer Employment section) for which targeted outreach and recruitment will be conducted. It is through these close partnerships with CBHS and the other community-based organizations, that RAMS may leverage existing relationships to promote and effectively recruit a student body that reflects the target population. Furthermore, RAMS maintains Peer Counselor positions and Consumer Advisory Boards, all of which actively engage in the Certificate Program. RAMS also outreaches within the Summer Bridge Project (aimed to foster the interest of health care field within high school-aged youth) while utilizing its connections with consumer advocacy groups (e.g. Mental Health Association of SF, National Alliance on Mental Illness). RAMS actively participates in and are members of various culturally-focused community coalitions and/or committees and utilizes these networks as well as funder entities for outreach & promotion. Moreover, since the inception of the program in 2010, RAMS has developed additional relationships with members in the behavioral health community who have promoted and recruited participants from their client-base. Some of these members include: SOMA Mental Health, Conard House, UCSF Citywide Case Management, Progress Foundation, HealthRight 360, Behavioral Health Court, SF First, Larkin Street Youth, etc.

RAMS maintains program promotional material (e.g. brochures, flyers for Open House, etc.) that are available for distribution throughout the year. These materials are also available for download at the program's webpage. The program engages in additional promotional efforts when recruiting applicants for a new cohort and community trainings. During these times, announcement emails are sent to all of the program affiliates and networks. Many organizations are specifically targeted, as their constituents are those of the underserved and underrepresented

communities identified in the contract. Program enrollment and registration also becomes available on the RAMS blog and Facebook. Additionally, RAMS conducts presentations and table events about the program when relevant opportunities are available.

**B. Admission, enrollment and/or intake criteria and process where applicable**

To be eligible for the Certificate program, participants must be:

- At least 18 years old
- A resident of San Francisco
- A high school graduate (or have GED)
- A consumer or family member of behavioral health services
- A high school graduate/GED (only required for Entry and Advanced Level components)

To apply for the Entry and Advanced Level Certificate components, interested participants are required to complete and submit an application packet by the application deadline. The application packet includes the following components:

- Application Form with applicant's basic information
- Proof of San Francisco Residency
- Proof that applicant is at least 18 years of age
- Proof of high school level or higher education
- Two personal or professional references
- Personal Statement

All qualified applications are reviewed by the program's admissions committee. The admissions committee is generally composed of at least three members. During phase 1 of the application review, each committee member reviews all applications independently and selects the targeted number of qualified applicants to be admitted into the program. During phase 2 of the program, the committee members come together to share their results from phase 1 of the process. Committee members then discuss these results and come to an agreement on the final group of applicants who are admitted into the program.

To participate in the Leadership Academy, those interested must only register and admission is based on a first come, first served basis.

**C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, etc.**

**Entry Level Certificate Component:**

This component is a 12-week course, with two cohorts per fiscal year (Fall, Spring). Classes are held twice a week, generally on Tuesdays and Thursdays, from 10:00 a.m. to 2:00 p.m. Course activities may include, but are not limited to:

- *Interactive Lectures:* Course topics include but are not limited to: wellness and recovery model, basic understanding of mental health diagnoses, introduction to basic helping skills, professional ethics, boundaries, confidentiality, harm reduction principles, crisis interventions, motivational interviewing, clinical documentation, etc.

- *Classroom Exercises & Activities, Role-Play, and Progress Notes:* Opportunities/assignments for students to practice skills via role-plays, write progress notes, and other classroom exercises
- *Shadow Experience Project:* Students are asked to shadow a staff person in a community agency for 8 hours to observe first-hand the experience of working in the field. Students are then asked to present their learnings from this experience to the class in a 10-15 presentation.
- *Written Report:* Students choose a human services agency to learn more about its organizational structure, programs & services, and client demographics. Through a process of reviewing written materials and an informational interview with staff, each student is to submit a paper/report.
- *Quizzes and Exams:* Students are tested on their knowledge gained from lectures and other classroom activities through weekly quizzes or exams
- *Individual Support & Advising/Counseling:* Course Instructor and Teaching Assistant serve as advisor to students, focusing on overall well-being (psychological & academic). S/he offers weekly open office hours where students can seek support.
- *Cohort Support & Counseling:* Course Instructor plans two social networking activities per cohort and other structured activities designed to facilitate cohort cohesiveness amongst students. These events also connect current students with graduates of the program to facilitate networking and sharing of resources.
- *Job Placement & Support:* Course Instructor organizes a Career and Resource Fair for each cohort to connect students to opportunities in the field of community behavioral health once they complete the program. In addition, upon graduation, the Course Instructor continues to offer support & coaching into the workforce and connects participants to additional resources such as RAMS Hire-Ability Vocational Service, Department of Rehabilitation, peer job opportunities in the community, etc.
- *Program Completion Incentive:* Financial incentives are provided to all participants completing the program, which further supports students with financial assistance and serves as motivation. The incentives are estimated up to \$250 per student.
- *Educational Materials Scholarship:* All required supplies and materials (required text, backpack, course binder, notebook, etc.) are provided to students at no cost in order to addresses resource barriers & increases program accessibility.
- *Accessibility:* SFSU's Disability Programs and Resource Center provides the University with resources, education, and direct services to people with disabilities (e.g. computers with adaptive software & hardware, assistive listening devices, note taking services).

*Advanced Level Certificate Component:*

This component would teach peers and consumers advanced skills as a peer specialist and provide at least 8 weeks of classroom training. Peers may be further trained in facilitating multiple evidenced-based peer groups commonly used when working as a peer specialist. Peers may be trained in best practices when working with consumers with acute needs that may be hard to engage. Peers may be trained in a leadership and supervisory capacity in areas such as; peer project oversight; supervision of peer staff; facilitation of peer manager meetings; peer recruitment, selection and onboarding; peer consultation/support; peer job coaching, etc. This component's proposed structure includes mentorship such that peers are mentored by other peer leaders from the Peer-to-Peer Employment Program as well as education about the about the Civil Service application and testing process, congruent with DPH policies.

Leadership Academy Component:

The Leadership Academy would provide short-term training, possibly a 2-3 hour course in specific topics and offer courses frequently throughout the year (possibly monthly) at various days/times to reach a broad audience. There would not be any requirement of peers/consumers to complete multiple courses or adhere to time restrictions, which will allow for program flexibility to work around the needs of many. This component would teach peers and consumers basic education in the areas of, but not limited to, budgeting, policy development, program development, program implementation, quality assurance, evaluation, RFP/RFQ review process, etc. This component will provide unbiased information to peers and consumers to develop a basic understanding of certain programmatic areas while empowering peers/consumers to develop and advocate for their own beliefs. These training courses will help peers and consumers develop skills to feel better equipped when participating in activities that request consumer input. Activities may include the MHSA Advisory Committee, the Client Council, CBHS RFQ/RFP Review Panel Process and the MHSA Community Planning Process (CPP).

**D. Discharge planning and exit criteria and process**

For the Entry and Advanced Level Certificate components, exit criteria include successful completion of all coursework related to the course as well as maintaining regular attendance. The Course Syllabus further details to students the grading structure; all students must achieve a grade of 75% in order to receive a Certificate of Completion. In addition, participants must have a 90% attendance rate or higher (e.g. for Entry Level, missing no more than 2 days during the 12-week course) in order to graduate from the program.

For the Leadership Academy, participants may be eligible to receive a verification of training for having participated in the full session.

**E. Program staffing**

See CBHS Appendix B.

**F. Mental Health Services Act Programs**

1. Consumer participation/engagement: Programs must identify how participants and/or their families are engaged in the development, implementation and/or evaluation of programs. This can include peer-employees, advisory committees, etc.

Program Evaluation: The program engages participants in planning, implementation, and evaluation by conducting an evaluation session at the conclusion of each Entry and Advanced Level Certificate cohort. All participants are strongly encouraged to attend these sessions to provide feedback on their experience and generate ideas to improve program successes. At the evaluation session, a written survey is given to each of the participants to provide quantitative as well as qualitative feedback on the program. The written evaluation is then followed by a focus group format discussion led by RAMS administrators. The Program Coordinator/Course Instructor is not involved in this evaluation process to ensure open and objective feedback from



the participants. For the Leadership Academy, written evaluations would also be administered for training sessions.

Results of these evaluations are presented to the program Advisory Committee during its quarterly meetings. Advisory members then consider ways of programmatic improvements to meet the needs of participants. Various changes have been made to the program since its inception based on information obtained from these evaluations.

**Advisory Committee:** The program maintains two seats that are held by graduates of the program on the Advisory Committee, which is a standalone, multi-disciplinary committee that reflects the diversity of the community. Membership includes former program participants (graduates), guest lecturers, San Francisco State University as well as various systems involved in the workforce development (e.g. RAMS Hire-Ability Vocational Services, California State Department of Rehabilitation, etc.). All advisory members are encouraged to provide input during the meetings. The program continues to accept one participant from each cohort to sit on the Advisory Committee to ensure that each cohort has the opportunity to provide feedback as the program continues to develop. Peer advisory members are committed to sit on the committee for one year.

**Teaching Assistant Position:** This position may be held by a program graduate. The intent of this position is to further engage past participants in the program and to facilitate student success. The teaching assistant provides academic support to students and administrative assistance to the Program Coordinator. The teaching assistant meets with participants regularly on a one-on-one basis as well as conducts review sessions outside of formal class time.

2. **MHSA Vision:** The concepts of recovery and resilience are widely understood and evident in the programs and service delivery

The fundamental objectives and principles of the program are based on concepts of Wellness and Recovery for consumers of behavioral health services. In providing consumers the skills and training to become providers of services that they have once received themselves, the program takes strengths-based approach that promotes a sense of empowerment, self-direction, and hope, which are all fundamental components of the wellness and recovery model. The program operates on the basis that consumers can recover from their struggles and not only have the ability to find a stable vocation, but the ability to commit to a very noble vocation of helping those who are experiencing similar circumstances as they had in the past. Moreover, the program intends for graduates to continue to grow professionally far beyond this training. Some graduates have experienced the Peer Specialist Mental Health Certificate program as a first step to a life-long commitment to helping others and have moved onto being enrolled in Masters-level programs in the field of human services.

Additionally, the curriculum content is based on Wellness and Recovery principles. In fact, for the Entry Level Certificate component, the very first lecture of the program is an overview of the Wellness and Recovery Model. Throughout the rest of the course, Wellness and Recovery concepts are tightly integrated into the instructions on how to provide counseling and other services as peer counselors. Some of the specific topics that embody wellness and recovery concepts include: WRAP, Bio-psycho-social approach to case management, stages of



change model, harm reduction treatment principles, holistic interventions options, self-care, and mental health, and employment. Furthermore, the required textbook used for the program, "Voices of Recovery" is also based on Wellness and Recovery principles. The program intends for the materials to not only further promote recovery among participants of the program, but also for participants to practice this approach while working with clients as providers in the community behavioral health system.

## 7. Objectives and Measurements

For the Entry Level Certificate component:

1. Upon completion of the Entry Level Certificate component, 75% of participants will indicate their plans on pursuing a career (job, volunteer, further education) in the health & human services field (behavioral health, health, community services). This will be evidenced by post-program evaluations administered by RAMS administrators upon the completion of each program cohort (2 times / year); the collected data will be tabulated and summarized. Results will be analyzed by Program Director and presented to the Program Advisory Committee.
2. During the contract year, 23 program participants will complete the Entry Level Certificate component (i.e. graduate) thus increasing readiness for entry-level employment/internship/volunteerism in the behavioral health system. This will be evidenced by program participant completion records collected by the Program Coordinator. This number will be reported to the Program Advisory Committee.
3. Within six months of graduation, at least 75% of graduates of the Entry Level Certificate component who respond to the six months follow-up survey will indicate higher-level of engagement within the health and human services field in the following manners: obtain employment or volunteer positions/activities (e.g. direct services, advocacy), achieve career advancement (e.g. promotions, changes in rank, increase of job responsibilities), and/or pursue further education/training. This will be evidenced by post-graduation surveys administered two times each year by RAMS administrators; the collected data will be tabulated and summarized. Results will be analyzed by Program Director and presented to the Program Advisory Committee.
4. Upon completion of the Entry Level Certificate component, 80% of program participants will express overall satisfaction with the program. This will be evidenced by post-program evaluations administered by RAMS administrators upon the completion of each program cohort (2 times/year) the collected data will be tabulated and summarized. Results will be analyzed by the Program Director and presented to the Program Advisory Committee.
5. Upon completion of the Entry Level Certificate component, 75% of participants will engage in a focus group which solicits feedback on the program curriculum and structure as well as identifies areas of strength and improvement. Facilitated by RAMS administrators, this will be evidenced by focus group notes and documentation. The collected data will be summarized and analyzed by Program Director and presented to the Program Advisory Committee.

For the Advanced Level and Leadership Academy components, the FY 2015-2016 is a “start-up” year with development & planning and implementation. As such, RAMS and CBHS will collaborate on an initial general outline of the proposed curriculum and the overall development process. RAMS will work in collaboration with the CBHS Department of Quality Management to develop a comprehensive evaluation plan and tools to measure outcomes. RAMS will work with the CBHS Business Office of Contract Compliance to ensure compliance with the minimum requirements of data collection and reporting.

During FY 2015-16, objectives include:

- RAMS shall research and document evidence-based practices and models for effective curriculum and program design structures
- RAMS shall hold at least four Advisory Committee Meetings as evidenced by meeting minutes and notes
- RAMS shall hold at least three Focus Group Meetings, as evidenced by meeting minutes & notes
- RAMS shall draft a syllabi and develop recommended course materials (readers/books), as evidenced by a summary document/report
- RAMS will identify course instructors & facilitators
- RAMS will develop promotional material (e.g. flyers, etc.) and engage in at least four outreach activities/events promoting the program, particularly in outreaching to target population communities
- RAMS will implement at least 2 cycles of Advanced Level classes.
- RAMS will implement at least 12 Leadership Academy seminars.

For the start-up year, RAMS will commit to the following MHSA Outcomes Objective:

1. Within six months of graduation, at least 75% of graduates of the Entry Level Certificate component who respond to the six months follow-up survey will indicate higher-level of engagement within the health and human services field in the following manners: obtain employment or volunteer positions/activities (e.g. direct services, advocacy), achieve career advancement (e.g. promotions, changes in rank, increase of job responsibilities), and/or pursue further education/training. This will be evidenced by post-graduation surveys administered two times each year by RAMS administrators; the collected data will be tabulated and summarized. Results will be analyzed by Program Director and presented to the Program Advisory Committee.

## **8. Continuous Quality Assurance and Improvement**

### **A. Achievement of contract performance objectives and productivity**

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All staff (including direct service providers) are informed about objectives and the required documentation related to the activities and service delivery outcomes. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of

Clinical Services and Chief Executive Officer). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report is on-going collected, with its methodology depending on the type of information. In addition, the Program Director monitors service delivery progress (engagement, level of accomplishing service goals/objectives), and termination reasons (graduation, etc.).

**B. Documentation quality, including a description of any internal audits**

RAMS utilizes various mechanisms to review documentation quality. Documentation reviews are conducted by Program Director throughout the program cohort duration; based on these reviews, determinations/recommendations are provided relating to any needed adjustments to match to the cohorts' progress & workforce development needs. Feedback is provided to direct staff members while general feedback and summaries on documentation and quality of programming are integrated throughout staff meetings and other discussions.

**C. Measurement of cultural competency of staff and services**

RAMS philosophy of care reflect values that recovery & rehabilitation are more likely to occur where the mental health systems, services, and providers have and utilize knowledge and skills that are culturally competent and compatible with the backgrounds of consumers and their families and communities, at large. The agency upholds the Culturally and Linguistically Appropriate Services (CLAS) standards. The following is how RAMS monitors, enhances, and improves service quality:

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles). Trainings are from field experts on various topics. Professional development is further supported by weekly group supervision. Furthermore, RAMS annually holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of services indicators is conducted by the Program Director (and reported to executive management) on monthly basis
- Client's culture, preferred language for services, and provider's expertise are strongly considered during the case assignment process. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- Development of annual objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction);

- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually, the CEO meets with each program to solicit feedback for this purpose. The agency annually administers a staff satisfactions survey and Human Resources also conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency's strategic plan.
- RAMS Quality Assurance Council meets quarterly and is designed to advise on program quality assurance and improvement activities; chaired by the RAMS Director of Operations, the membership includes an administrator, director, clinical supervisor, peer counselor, and direct services staff. Programs may also present to this council to gain additional feedback on quality assurance activities and improvement.
- To ensure accountability at all levels, the RAMS CEO submits a monthly written report to RAMS Board of Directors on agency and programs' activities and matters

#### D. Measurement of client satisfaction

The Peer Specialist Mental Health Certificate program, for each cohort, conducts a written participant satisfaction survey and focus group. The surveys and focus groups are facilitated by RAMS administrators; collected data is tabulated and summarized. The Program Director compiles, analyzes, and presents the results of surveys to staff, RAMS Executive Management, and the RAMS Quality Council. The Program Director also collaborates with staff, RAMS Executive Management, and Quality Assurance Council to assess, develop, and implement plans to address issues related to client satisfaction as appropriate.

#### E. Measurement, analysis, and use of ANSA data

ANSA data not applicable; however, as described in previous CQI sections, RAMS continuously utilizes available data to inform service delivery and programming to support positive outcomes





## Appendix B Calculation of Charges

### 1. Method of Payment

#### Actual Cost

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

B. 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 \$823,066 which is twenty-five per cent (25%) of the General Fund and Prop 63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

C. 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 Peer to Peer Employment

Appendix B-2 Peer Specialist Mental Health Certificate

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, \$987,679 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

Term	Funding Source	Amount
July 1, 2015 to June 30, 2016	General Fund, MH State MHSA(WET) and Grant	\$3,292,264
July 1, 2016 to June 30, 2017	General Fund, MH State MHSA(WET) and Grant	\$3,292,264
July 1, 2016 to December 31, 2017	General Fund, MH State MHSA(WET) and Grant	\$1,646,132
Contingency		\$987,679
	(This equals the total NTE)Total	\$9,218,339

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

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

**FY 15-16 BHS APPENDIX B  
BUDGET DOCUMENTS**

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

DHCS Legal Entity Number (MH):		00343		Prepared By/Phone #:		Ken Choi/415-800-0699 x205		Fiscal Year: 15-16	
DHCS Legal Entity Name (MH)/Contractor Name (SA):		Richmond Area Multi-Services, Inc.		Document Date:		7/1/2015		Appendix B page 3	
Contract CMS # (CDTA use only):									
Contract Appendix Number:		B-1	B-2	B-#	B-#	B-#	B-#		
Appendix A/Provider Name:		Peer-to-Peer Employment	Peer Specialist MH Certificate						
Provider Number		3894	3894						
Program Code(s)									
FUNDING TERM:		07/01/15-06/30/16	07/01/15-06/30/16	-/- -/-	-/- -/-	-/- -/-	-/- -/-	TOTAL	
FUNDING USES									
Salaries & Employee Benefits:		\$1,950,196	\$191,752					2,141,948	
Operating Expenses:		297,400	143,069					440,469	
Capital Expenses:		-						-	
Subtotal Direct Expenses:		2,247,596	334,821	-	-	-	-	2,582,417	
Indirect Expenses:		269,711	40,179					309,890	
Indirect %:		12%	12%	0%	0%	0%	0%	12%	
TOTAL FUNDING USES		2,517,307	375,000	-	-	-	-	2,892,307	
							Employee Fringe Benefits %:	50%	
BHS MENTAL HEALTH FUNDING SOURCES									
MH STATE - MHSA (WET)		2,049,656	375,000					2,424,656	
MH COUNTY - General Fund		245,780						245,780	
MH STATE - 1991 MH Realignment		221,871						221,871	
								-	
								-	
								-	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		2,517,307	375,000	-	-	-	-	2,892,307	
BHS SUBSTANCE ABUSE FUNDING SOURCES									
								-	
								-	
								-	
								-	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-	-	
OTHER DPH FUNDING SOURCES									
								-	
								-	
								-	
								-	
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	-	-	
TOTAL DPH FUNDING SOURCES		2,517,307	375,000	-	-	-	-	2,892,307	
NON-DPH FUNDING SOURCES									
								-	
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	-	-	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,517,307	375,000	-	-	-	-	2,892,307	

**FY 15-16 BHS APPENDIX B  
BUDGET DOCUMENTS**

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): 00343					Appendix/Page #: B-1	
Provider Name: Richmond Area Multi-Services, Inc.					page 1	
Provider Number: 3894					Document Date: 7/1/2015	
					Fiscal Year: 15-16	
Program Name:	Peer-to-Peer Employment	Peer-to-Peer Employment				
Program Code (formerly Reporting Unit):						
Mode/SFC (MH) or Modality (SA):	10/30-39	10/30-39				
Service Description:	DS-Vocational	DS-Vocational	0	0	0	TOTAL
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	-	-	-	
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	\$417,546	\$1,532,650				1,950,196
Operating Expenses:	-	297,400				297,400
Capital Expenses (greater than \$5,000):						-
Subtotal Direct Expenses:	417,546	1,830,050	-	-	-	2,247,596
Indirect Expenses:	50,105	219,606				269,711
TOTAL FUNDING USES:	467,651	2,049,656	-	-	-	2,517,307
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
Index Code/Project Detail/CFDA#:						
MH STATE - MHSA (WET)		2,049,656				2,049,656
MH COUNTY - General Fund		245,780				245,780
MH STATE - 1991 MH Realignment		221,871				221,871
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	467,651	2,049,656	-	-	-	2,517,307
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
Index Code/Project Detail/CFDA#:						
						-
						-
						-
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-
<b>OTHER DPH FUNDING SOURCES</b>						
Index Code/Project Detail/CFDA#:						
						-
						-
						-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	467,651	2,049,656	-	-	-	2,517,307
<b>NON-DPH FUNDING SOURCES</b>						
Index Code/Project Detail/CFDA#:						
						-
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	467,651	2,049,656	-	-	-	2,517,307
<b>BHS 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):	CR	CR				
DPH Units of Service:	1,100	4,823	-	-	-	
Unit Type:	Client Full Day	Client Full Day	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	425.00	425.00				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	425.00	425.00	0.00	0.00	0.00	
Published Rate (Medi-Cal Providers Only):						Total UDC:
Unduplicated Clients (UDC):	50	Included				50

### DPH 3: Salaries & Benefits Detail

Appendix #: B-1  
Page #: 2

<b>Employee Fringe Benefits:</b>	52.60%	\$672,251	52.61%	\$143,943	52.60%	\$528,308	0.00%		0.00%		0.00%	
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Appendix B-Budget P2P 3-9-15 B1 DPH 3-Salaries&Benefits 6/15/2015 12:44 PM



**FY 14-15 BHS APPENDIX B  
BUDGET DOCUMENTS**

**DPH 4: Operating Expenses Detail**

Program Code: \_\_\_\_\_  
 Program Name: Peer-to-Peer Employment  
 Document Date: 7/1/15

Appendix #: B-1  
 Page # 3

Expenditure Categories & Line Items	TOTAL	General Fund (Include all Funding Sources with this Index Code)	Funding Source 1 (MHSA)	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#)
	07/01/15-06/30/16	Term: _____	07/01/15-06/30/16	Term: _____	Term: _____	Term: _____
<b>Occupancy:</b>						
Rent	\$ 180,000		\$ 180,000			
Utilities(telephone, electricity, water, gas)	\$ 18,000		\$ 18,000			
Building Repair/Maintenance	\$ 2,400		\$ 2,400			
<b>Materials &amp; Supplies:</b>						
Office Supplies	\$ 6,000		\$ 6,000			
Photocopying	\$ 2,400		\$ 2,400			
Printing	\$ 1,000		\$ 1,000			
Program Supplies	\$ 24,000		\$ 24,000			
Computer hardware/software	\$ 5,000		\$ 5,000			
<b>General Operating:</b>						
Training/Staff Development	\$ 15,000		\$ 15,000			
Insurance	\$ 24,000		\$ 24,000			
Professional License	\$ 1,000		\$ 1,000			
Permits	\$ 1,000		\$ 1,000			
Equipment Lease & Maintenance	\$ 4,800		\$ 4,800			
<b>Staff Travel:</b>						
Local Travel	\$ 5,000		\$ 5,000			
Out-of-Town Travel	\$ -		\$ -			
Field Expenses	\$ -		\$ -			
<b>Consultant/Subcontractor:</b>						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
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>						
Recruitment/Direct Staff Expenses	\$ 7,800		\$ 7,800			
	\$ -					
	\$ -					
	\$ -					
	\$ -					
	\$ -					

<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 297,400</b>	<b>\$ -</b>	<b>\$ 297,400</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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**FY 15-16 BHS APPENDIX B  
BUDGET DOCUMENTS**

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): 00343						Appendix/Page #: B-2
Provider Name: Richmond Area Multi-Services, Inc.						page 1
Provider Number: 3894						Document Date: 7/1/2015
						Fiscal Year: 15-16
Program Name:	Peer Specialist MH Certificate					
Program Code (formerly Reporting Unit):						
Mode/SFC (MH) or Modality (SA)	10/30-39					
Service Description:	DS-Vocational	0	0	0	0	TOTAL
FUNDING TERM:	07/01/15-06/30/16	-	-	-	-	
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	\$191,752					191,752
Operating Expenses:	143,069					143,069
Capital Expenses (greater than \$5,000):						-
Subtotal Direct Expenses:	334,821	-	-	-	-	334,821
Indirect Expenses:	40,179	-				40,179
TOTAL FUNDING USES:	375,000	-	-	-	-	375,000
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
MH STATE - MHSA (WET)		375,000				375,000
						-
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		375,000	-	-	-	375,000
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
						-
						-
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
<b>OTHER DPH FUNDING SOURCES</b>						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		375,000	-	-	-	375,000
<b>NON-DPH FUNDING SOURCES</b>						
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		375,000	-	-	-	375,000
<b>BHS 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):	CR					
DPH Units of Service:	605	-	-	-	-	
Unit Type:	Client Full Day	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	620.00					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	620.00	0.00	0.00	0.00	0.00	
Published Rate (Medi-Cal Providers Only):						Total UDC:
Unduplicated Clients (UDC):	45					45

**FY 14-15 BHS APPENDIX B  
BUDGET DOCUMENTS**

**DPH 3: Salaries & Benefits Detail**

Program Code: \_\_\_\_\_  
 Program Name: Peer Specialist MH Certificate  
 Document Date: 7/1/15

Appendix #: B-2  
 Page # 2

	TOTAL		General Fund (Include all Funding Sources with this Index Code)		Funding Source 1 (MHSA)		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: 07/01/15-06/30/16		Term:		Term: 07/01/15-06/30/16		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Divisional Director of Peer-Based Services	0.20	\$ 18,000.00			0.20	18,000						
Coordinator/Instructor	1.00	\$ 70,000.00			1.00	70,000						
Instructor	0.40	\$ 24,000.00			0.40	24,000						
Teaching/Program Assistant	1.00	\$ 36,000.00			1.00	36,000						
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
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<b>Totals:</b>	2.60	\$148,000	0.00	\$0	2.60	\$148,000	0.00	\$0	0.00	\$0	0.00	\$0

<b>Employee Fringe Benefits:</b>	29.56%	\$43,752	0.00%		29.56%	\$43,752	0.00%		0.00%		0.00%	
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<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$191,752</b>		<b>\$0</b>		<b>\$191,752</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
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**FY 14-15 BHS APPENDIX B  
BUDGET DOCUMENTS**

**DPH 4: Operating Expenses Detail**

Program Code: \_\_\_\_\_  
 Program Name: Peer Specialist MH Certificate  
 Document Date: 7/1/15

Appendix #: B-2  
 Page #: 3

Expenditure Categories & Line Items	TOTAL	General Fund (Include all Funding Sources with this Index Code)	Funding Source 1 (MHSA)	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#)
	07/01/15-06/30/16	Term: _____	07/01/15-06/30/16	Term: _____	Term: _____	Term: _____
<b>Occupancy:</b>						
Rent	\$ 12,375		\$ 12,375			
Utilities(telephone, electricity, water, gas)	\$ 5,000		\$ 5,000			
Building Repair/Maintenance	\$ 2,000		\$ 2,000			
<b>Materials &amp; Supplies:</b>						
Office Supplies	\$ 11,894		\$ 11,894			
Photocopying	\$ 3,000		\$ 3,000			
Printing	\$ 5,000		\$ 5,000			
Program Supplies	\$ 26,000		\$ 26,000			
Computer hardware/software	\$ 1,000		\$ 1,000			
<b>General Operating:</b>						
Training/Staff Development	\$ 5,000		\$ 5,000			
Insurance	\$ 1,000		\$ 1,000			
Professional License	\$ -		\$ -			
Permits	\$ -		\$ -			
Equipment Lease & Maintenance	\$ 600		\$ 600			
<b>Staff Travel:</b>						
Local Travel	\$ 5,000		\$ 5,000			
Out-of-Town Travel	\$ -		\$ -			
Field Expenses	\$ -		\$ -			
<b>Consultant/Subcontractor:</b>						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
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>						
Recruitment/Direct Staff Expenses	\$ 1,200		\$ 1,200			
Tuitions for Clients	\$ 35,000		\$ 35,000			
Guest Lecturers/Instructors	\$ 20,000		\$ 20,000			
Student Incentives & Stipends	\$ 9,000		\$ 9,000			
	\$ -					
	\$ -					

<b>TOTAL OPERATING EXPENSE</b>	\$ 143,069	\$ -	\$ 143,069	\$ -	\$ -	\$ -
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## FY 15-16 BHS APPENDIX B BUDGET DOCUMENTS

### DPH 7: Contract-Wide Indirect Detail

**Contractor Name/Program Name:** Richmond Area Multi-Services, Inc.

## Appendix B

Document Date: 7/1/2015

**page 4**

Fiscal Year: 15-16

## 1. SALARIES & BENEFITS

<b>Position Title</b>	<b>FTE</b>	<b>Salaries</b>
Chief Executive Officer	0.16	\$ 28,592
Chief Financial Officer	0.16	\$ 25,973
Deputy Chief	0.15	\$ 19,197
Director of Operations	0.16	\$ 14,329
Director of Information Technologies	0.16	\$ 12,299
Director of Human Resources	0.16	\$ 13,177
Accounting/Finance Manager/Specialist	0.81	\$ 42,431
HR Benefit Specialist/HR Assistant	0.49	\$ 22,783
Operations Coordinator	0.16	\$ 7,451
Director of Training	0.13	\$ 11,237
Janitor/Custodian	0.01	\$ 226
Driver	0.05	\$ 1,174
SUBTOTAL SALARIES		\$ 198,869
EMPLOYEE FRINGE BENEFITS	28%	\$ 55,683
TOTAL SALARIES & BENEFITS		\$ 254,552

## 2. OPERATING COSTS

Expense line item:	Amount
Rent	\$ 13,915
Utilities	\$ 1,623
Building Repair/Maintenance	\$ 1,654
Office Supplies	\$ 10,075
Printing & Reproduction	\$ 1,515
Training/Staff Development	\$ 6,411
Insurance	\$ 7,455
Professional License Fee	\$ 1,947
Equipment Rental	\$ 568
Local Travel	\$ 2,063
Audit Fees	\$ 5,264
Bank Fees	\$ 1,511
Recruitment/Indirect Staff Expenses	\$ 1,337
<b>TOTAL OPERATING COSTS</b>	<b>\$ 55,338</b>
<b>TOTAL INDIRECT COSTS (Salaries &amp; Benefits + Operating Costs)</b>	<b>\$ 309,890</b>



**Appendix C  
Insurance Waiver**

**RESERVED**

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**[Use as appropriate and only if an insurance waiver has been signed and granted by the Risk Manager.]**



**Appendix D  
Additional Terms**

**1. PROTECTED HEALTH INFORMATION AND BAA**

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

The parties acknowledge that CONTRACTOR is one of the following:

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

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

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

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

The Business Associate Agreement is not required.

**2. THIRD PARTY BENEFICIARIES**

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





**Appendix E**  
**San Francisco Department of Public Health**  
**Business Associate Agreement**

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

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

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

## **RECITALS**

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

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

### **1. Definitions.**

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





**Appendix E**  
**San Francisco Department of Public Health**  
**Business Associate Agreement**

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

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



**Appendix E**  
**San Francisco Department of Public Health**  
**Business Associate Agreement**

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

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

**2. Obligations of Business Associate.**

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



**Appendix E**  
San Francisco Department of Public Health  
Business Associate Agreement

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

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





**Appendix E**  
**San Francisco Department of Public Health**  
**Business Associate Agreement**

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



**Appendix E**  
**San Francisco Department of Public Health**  
**Business Associate Agreement**

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

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

**3. Termination.**

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





**Appendix E**  
**San Francisco Department of Public Health**  
**Business Associate Agreement**

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

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

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

**5. Reimbursement for Fines or Penalties.**

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

**Attachments (links)**

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



**Appendix E**  
**San Francisco Department of Public Health**  
**Business Associate Agreement**

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

**Appendix F**  
**Invoice**

**Invoices may be modified based on the future funding, and its budget.**

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

Appendix F  
PAGE A

Control Number

**Contractor: Richmond Area Multi-Services Inc - Peer To Peer**

Address: 639 14th Avenue, San Francisco, CA 94118

Tel No.: (415) 800-0699

Fax No.: (415) 751-7336

**BHS**

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

M16 JL 15

Ct. Blanket No.: BPHM

TBD

User Cd

Ct. PO No.: POHM

TBD

Fund Source:

GF, 1991 MH Realigm,emt

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Peer-to-Peer Employment</b>												
10/ 30 - 39 DS - DS Vocational	1,100	50			-	-	0%	0%	1,100	50	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 273,603.00	\$ -	\$ -	0.00%	\$ 273,603.00
Fringe Benefits	\$ 143,943.00	\$ -	\$ -	0.00%	\$ 143,943.00
<b>Total Personnel Expenses</b>	\$ 417,546.00	\$ -	\$ -	0.00%	\$ 417,546.00
<b>Operating Expenses</b>					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 417,546.00	\$ -	\$ -	0.00%	\$ 417,546.00
<b>Indirect Expenses</b>	\$ 50,108.00	\$ -	\$ -	0.00%	\$ 50,108.00
<b>TOTAL EXPENSES</b>	\$ 467,654.00	\$ -	\$ -	0.00%	\$ 467,654.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

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

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

Printed Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F  
PAGE A

Control Number

**Contractor: Richmond Area Multi-Services Inc - Peer To Peer**

**Address: 639 14th Avenue, San Francisco, CA 94118**

**Tel No.: (415) 800-0699**

**Fax No.: (415) 751-7336**

**BHS**

**Funding Term: 07/01/2015 - 06/30/2016**

**PHP Division: Behavioral Health Services**

**INVOICE NUMBER:** M17 JL 15

**Ct. Blanket No.: BPHM** TBD

**Ct. PO No.: POHM** TBD

**Fund Source:** MH State - MHSA (WET)

**Invoice Period:** July 2015

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

**ACE Control Number:**

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Peer-to-Peer Employment</b>												
10/ 30 - 39 DS - DS Vocational	4,823				-	-	0%	#DIV/0!	4,823	-	100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 1,004,342.00	\$ -	\$ -	0.00%	\$ 1,004,342.00
Fringe Benefits	\$ 528,308.00	\$ -	\$ -	0.00%	\$ 528,308.00
<b>Total Personnel Expenses</b>	<b>\$ 1,532,650.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,532,650.00</b>
<b>Operating Expenses</b>					
Occupancy	\$ 200,400.00	\$ -	\$ -	0.00%	\$ 200,400.00
Materials and Supplies	\$ 38,400.00	\$ -	\$ -	0.00%	\$ 38,400.00
General Operating	\$ 45,800.00	\$ -	\$ -	0.00%	\$ 45,800.00
Staff Travel	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Recruitment/ Direct Staff Expenses	\$ 7,800.00	\$ -	\$ -	0.00%	\$ 7,800.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 297,400.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 297,400.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,830,050.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,830,050.00</b>
Indirect Expenses	\$ 219,606.00	\$ -	\$ -	0.00%	\$ 219,606.00
<b>TOTAL EXPENSES</b>	<b>\$ 2,049,656.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 2,049,656.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

**NOTES:**

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

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

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

**Printed Name:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_

**Send to:**

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

**DPH Authorization for Payment**

Authorized Signatory

Date



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

Appendix F  
PAGE A

Control Number

**Contractor: Richmond Area Multi-Services Inc - Peer To Peer**

Address: 639 14th Avenue, San Francisco, CA 94118

Tel No.: (415) 800-0699

Fax No.: (415) 751-7336

**BHS**

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Behavioral Health Services

INVOICE NUMBER:

M27 JL 15

Ct. Blanket No.: BPHM

TBD

User Cd

Ct. PO No.: POHM

TBD

Fund Source:

MH State - MHSA (WET)

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-2 Peer Specialist MH Certificate</b>												
10/ 30 - 39 DS - DS Vocational	605	45			-	-	0%	0%	605	45	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 148,000.00	\$ -	\$ -	0.00%	\$ 148,000.00
Fringe Benefits	\$ 43,752.00	\$ -	\$ -	0.00%	\$ 43,752.00
<b>Total Personnel Expenses</b>	\$ 191,752.00	\$ -	\$ -	0.00%	\$ 191,752.00
<b>Operating Expenses</b>					
Occupancy	\$ 19,375.00	\$ -	\$ -	0.00%	\$ 19,375.00
Materials and Supplies	\$ 46,894.00	\$ -	\$ -	0.00%	\$ 46,894.00
General Operating	\$ 6,600.00	\$ -	\$ -	0.00%	\$ 6,600.00
Staff Travel	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Recruitment/ Direct Staff Expenses, Tuition	\$ 65,200.00	\$ -	\$ -	0.00%	\$ 65,200.00
for Clients, Guest Lecturers/ Instructors, Student	\$ -	\$ -	\$ -	0.00%	\$ -
Incentives & Stipends	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ 143,069.00	\$ -	\$ -	0.00%	\$ 143,069.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 334,821.00	\$ -	\$ -	0.00%	\$ 334,821.00
<b>Indirect Expenses</b>	\$ 40,179.00	\$ -	\$ -	0.00%	\$ 40,179.00
<b>TOTAL EXPENSES</b>	\$ 375,000.00	\$ -	\$ -	0.00%	\$ 375,000.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

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

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

Printed Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

## **Appendix G**

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

#### **Introduction**

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

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

#### **Dispute Resolution Procedure**

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

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

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

- **Step 1**      The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- **Step 2**      Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or

Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

## Appendix H

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

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

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

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





## Appendix I

### Emergency Response

**(Applicable to sites and/or programs located in San Francisco only)**

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

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



## **Appendix J**

### **THE DECLARATION OF COMPLIANCE**

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





RICHARE-01 VPPGOSWAMI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2014

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

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

PRODUCER License # 0726293

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.  
505 N Brand Blvd, Suite 600  
Glendale, CA 91203

CONTACT NAME:

PHONE (818) 539-2300

FAX (818) 539-2301

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Scottdale Insurance Company

41297

INSURER B: Riverport Insurance Company

36684

INSURER C: Quality Comp Inc

INSURER D: Zurich American Insurance Company

16635

INSURER E:

INSURER F:

INSURED

Richmond Area Multi Services  
3626 Balboa St.  
San Francisco, CA 94121

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Liab \$250k/\$1m  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	OPS0064825	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		RIC0013911	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0150580714	07/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime		MPL576139700	07/01/2013	07/01/2016	Limit 1,500,000
A	Professional Liab.		OPS0064825	07/01/2014	07/01/2015	Per Occurrence 3,000,000

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

City & County of San Francisco, its Officers, Agents & Employees named as additional insured but only insofar as the operations under contract are concerned. Such policies are primary insurance to any other insurance available to the additional insureds with respect to any claims arising out of the agreement. Insurance applies separate to each insured. Workers Compensation coverage is excluded. Evidence Only.

## CERTIFICATE HOLDER

## CANCELLATION

City & County of San Francisco Dept of Public Health  
Comm. Behavioral Health Svcs.  
1380 Howard Street  
San Francisco, CA 94103

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.





SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. 1

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0064825	07/01/2014	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CG 20 26 07 04:

City and County of San Francisco  
Dept. of Public Health, Comm. MH Services (CMHS)  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

State Department of Rehabilitation/State of CA  
Its Officers, Employees, Agents & Servants  
721 Capital Mall  
Sacramento, CA 95814

The San Francisco Children & Families Commission  
1390 Market Street, Suite 318  
San Francisco, CA 94102

\*\*San Francisco Unified School District  
135 Van Ness Ave., Room #208  
San Francisco, CA 94102  
\*\* San Francisco Unified School District, its Board,  
Officers and Employees are named as Additional  
Insureds, but only insofar as the operations under  
contract are concerned. Such policies are primary  
insurance to any other insured available to the  
Additional Insureds with respects to any claims arising  
out of the agreement. Insurance applies separate to  
each insured.

Department of Human Services  
1235 Mission St.  
San Francisco, CA 94103

Urban Services YMCA Potrero Hill FRC Program  
1805 25th St.  
San Francisco, CA 94107

RE: Early Childhood Mental Health Consultation at  
Potrero Hill FRC



SCOTTSDALE INSURANCE COMPANY

ENDORSEMENT  
NO. 5

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0064825	07/01/2014	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CLS-59s (4-10):

City and County of San Francisco  
Dept. of Public Health, Comm. MH Services (CMHS)  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

State Department of Rehabilitation/State of CA  
Its Officers, Employees, Agents & Servants  
721 Capital Mall  
Sacramento, CA 95814

The San Francisco Children & Families Commission  
1390 Market Street, Suite 318  
San Francisco, CA 94102

\*\*San Francisco Unified School District  
135 Van Ness Ave., Room #208  
San Francisco, CA 94102  
\*\* San Francisco Unified School District, its Board,  
Officers and Employees are named as Additional  
Insureds, but only insofar as the operations under  
contract are concerned. Such policies are primary  
insurance to any other insured available to the  
Additional Insureds with respects to any claims arising  
out of the agreement. Insurance applies separate to  
each insured.

Department of Human Services  
1235 Mission St.  
San Francisco, CA 94103

San Francisco Community College District  
Its Officers, Agents and Employees  
33 Gough Street  
San Francisco, CA 94103

City and County of San Francisco  
San Francisco Recreation and Parks  
501 Stanyan Street  
San Francisco, CA 94117

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 4515

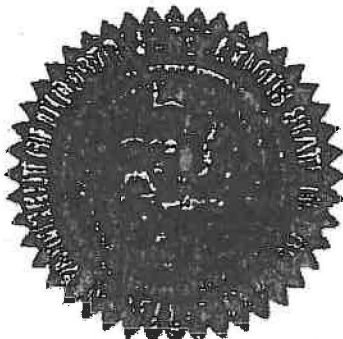
## CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.\*



EFFECTIVE:

THE 1st DAY OF December, 2004

  
MARK T. JOHNSON  
MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

  
JOHN M. REA  
DIRECTOR

\* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.



# CERTIFICATE OF LIABILITY INSURANCE

RICHARE-01

VSSURESH

DATE (MM/DD/YYYY)

12/23/2014

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

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

PRODUCER License # 0726293

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.  
505 N Brand Blvd, Suite 600  
Glendale, CA 91203

CONTACT NAME:

PHONE (A/C, No, Ext): (818) 539-2300

FAX (A/C, No): (818) 539-2301

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Quality Comp Inc

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Richmond Area Multi Services  
3626 Balboa St.  
San Francisco, CA 94121

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0150580715	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

Evidence Only.

## CERTIFICATE HOLDER

City & County of San Francisco Dept of Public Health  
Comm. Behavioral Health Svcs.  
1380 Howard Street  
San Francisco, CA 94103

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



RE: Quality Comp, Inc. – Group Workers' Compensation Program

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California. The company is rated "A" Category "VIII" by A.M. Best & Company (NAIC#16608).

**Specific Excess Insurance**

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

**Term of Coverage**

Effective Date: January 1, 2015

Expiration: January 1, 2016

Please contact me if you should have any questions or require additional information. Thank you.

Sincerely,

Jacqueline Harris  
Director of Underwriting



POLICY NUMBER: RIC0013911

## RIVERPORT INSURANCE COMPANY

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - AUTOMOBILE

This endorsement modifies coverage under your:

#### BUSINESS AUTO COVERAGE PART

SECTION II - LIABILITY COVERAGE, Paragraph A. COVERAGE, Item 1. WHO IS AN INSURED is amended to include the person or organization named below, but only with respect to acts or actions of the named insured, that is, acts arising out of occurrences with respect to vehicles hired or used by the named insured, and not to acts or actions of the following named additional insured(s), its or their employees, agents or representatives.

#### NAME OF PERSON OR ORGANIZATION

#### DESCRIPTION OF AUTOMOBILE

CITY & COUNTY OF SAN FRANCISCO  
DEPT OF PUBLIC HEALTH  
101 GROVE STREET #307  
SAN FRANCISCO CA 94102

AS THEIR INTEREST MAY APPEAR

CITY & COUNTY OF SAN FRANCISCO  
HUMAN SERVICES AGENCY, OFFICE  
OF GRANT MANAGEMENT  
SAN FRANCISCO CA 94120

AS THEIR INTEREST MAY APPEAR

STATE OF CALIFORNIA  
STATE DEPT OF REHABILITATION  
721 CAPITOL MALL  
SACRAMENTO CA 95814

AS THEIR INTEREST MAY APPEAR

STATE OF CALIFORNIA  
STATE DEPT OF VOCATIONL REHAB  
301 HOWARD ST., 7TH FLR  
SAN FRANCISCO CA 94105

AS THEIR INTEREST MAY APPEAR

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Quality Comp, Inc. is a Group Self-Insurance Program authorized by the Office of Self-Insurance Plans to provide workers' compensation to approved members. The Board of Directors of Quality Comp, Inc. has authorized the Program Administrator to waive rights of subrogation in certain instances.

This change in coverage, effective 12:01 AM July 1, 2014, forms part of the member's coverage in Self-Insurance Group No. 4515.

Issued to Richmond Area Multi-Services, Inc.

By Quality Comp, Inc.

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

The additional premium for this change shall be \$250.00.

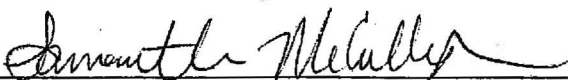
### Schedule

#### Person or Organization

City and County of San Francisco  
Human Services Agency  
Office of Grant Management  
P.O. Box 7988  
San Francisco, CA 94120-7988

#### Job Description

Administrative employees and behavioral health/vocational rehab/peer counselors

Countersigned by   
Samantha McCullough, Program Administrator, Authorized Representative



**FORM 3: CMD COMPLIANCE AFFIDAVIT**

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative:

A handwritten signature in black ink, appearing to read "K. Ghane Bassiri", written over a horizontal line.

Owner/Authorized Representative (Print)

Kavoos Ghane Bassiri

Name of Firm (Print)

Richmond Area Multi-  
Services, Inc. (RAMS)

Title and Position

President & CEO

Address, City, ZIP

3626 Balboa Street, San  
Francisco, CA 94121

Federal Employer Identification Number (FEIN):

23-7389436

Date:

6/11/2014

