

1 [Contract]

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3 AUTHORIZING THE DEPARTMENT OF PUBLIC HEALTH, COMMUNITY HEALTH NETWORK,
4 HEALTH AT HOME AGENCY, TO ENTER INTO A SUBCONTRACT AGREEMENT IN THE
5 AMOUNT OF APPROXIMATELY \$15,000 PER YEAR TO PROVIDE HOME HEALTH SERVICES
6 TO CONTINUUM HIV DAY SERVICES, THE PRIMARY CONTRACTOR, WHICH DOES NOT
7 INCLUDE INTELLECTUAL PROPERTY INDEMNIFICATION AND FALSE CLAIMS CLAUSES;
8 RETROACTIVE TO JANUARY 10, 2000.

9 WHEREAS, Continuum HIV Day Services, as the primary contractor, has requested that the
10 Department of Public Health, Community Health Network, Health at Home Agency, enter into a
11 subcontract agreement to provide home health services; and,

12 WHEREAS, Continuum HIV Day Services has agreed to reimburse the Department of Public
13 Health for these services in the estimated amount of \$15,000 per year under the terms of this subcontract
14 agreement; and,

15 WHEREAS, As a condition of receiving the funds, Continuum HIV Day Services requires the
16 City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the Board
17 of Supervisors in File No. 000351 ; and,

18 WHEREAS, The Agreement does not contain certain provisions described below, which are
19 required under the Administrative Code unless waived by the Board of Supervisors; now, therefore, be it

20 RESOLVED, That the Department of Public Health is hereby authorized to enter retroactively
21 into a subcontract agreement in the estimated amount of \$15,000 per year with Continuum HIV Day
22 Services, the primary contractor, during the period covered by this Agreement; retroactive to January 10,
23 2000; and, be it

24 FURTHER RESOLVED, That the Director of Health is authorized to enter into the Agreement
25 on behalf of the City; and, be it

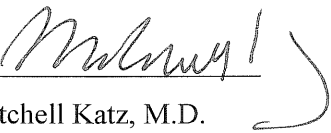
FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement
contained in Section 21.21 of the Administrative Code that the Agreement include an indemnification of
the City by the University of California for the infringement of patent rights, copyright, trademark, and
other intellectual property rights; and, be it

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FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement that the Agreement include a paragraph reciting the false claim provisions contained in Section 21.35 of the Administrative Code; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Health to enter into similar agreements with Continuum HIV Day Services if the subcontract recurs or is renewed.

RECOMMENDED:



Mitchell Katz, M.D.
Director of Health

APPROVED:



Sandy Ouyang
Health Commission

Department of Public Health



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails Resolution

File Number: 000351

Date Passed:

Resolution authorizing the Department of Public Health, Community Health Network, Health at Home Agency, to enter into a subcontract agreement in the amount of approximately \$15,000 per year to provide home health services to Continuum HIV Day Services, the primary contractor, which does not include intellectual property indemnification and false claim clauses; retroactive to January 10, 2000.

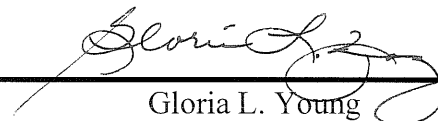
March 20, 2000 Board of Supervisors — ADOPTED

Ayes: 10 - Ammiano, Becerril, Brown, Katz, Kaufman, Leno, Newsom, Teng,
Yaki, Yee

Absent: 1 - Bierman

File No. 000351

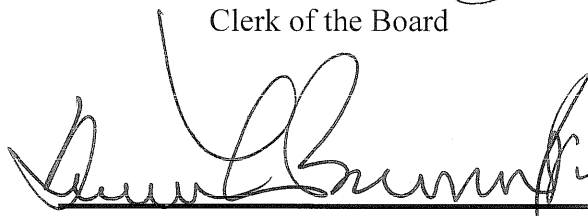
I hereby certify that the foregoing Resolution
was ADOPTED on March 20, 2000 by the
Board of Supervisors of the City and County
of San Francisco.



Gloria L. Young
Clerk of the Board

MAR 31 2000

Date Approved



Mayor Willie L. Brown Jr.