

RECEIVED 12/23/2007 21:02 14083716506

NATIONAL SECURITY
No. 5630 P. 2

Dec. 24. 2007 9:02AM

City and County of San Francisco
Office of Contract Administration
SFGH Purchasing Division
1001 Potrero Avenue, Rm. GP-1
San Francisco, CA 94110



CONTRACT MODIFICATION

Indefinite Quantity

National Security Industries, Inc
2081 Curtner Avenue
San Jose, CA 95124
Attn: Michael Gerami, Director

Date December 18, 2006

Contract Proposal No. 86200

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract, modify the prices and furnish the articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT MODIFICATION No. 4

For furnishing and delivering **Armed Security Guard Service for Dept. of Public Health OTOB— Mobile Methadone Van and Ward 93.**

By mutual agreement the following will become effective January 2, 2008.

1. The contract is amended to include the services shown in Exhibit C (attachment Exhibit C).
2. The rate for Armed Security Guard services denoted in Exhibit C will be \$25.25 per hour.
3. All other contract items, terms and conditions remain the same.

Acknowledge receipt of this Contract Acceptance in the space below and return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. **DUPLICATE COPY IS FOR YOUR FILES.**

[Signature] 12-21-07
 As the duly appointed Purchaser Date
 of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor National Security Services
 By *[Signature]* President.
 Signature Title
 Date Dec-24-2007

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Dec. 24. 2007 9:02AM

NATIONAL SECURITY

No. 5630 P. 3

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

CONTRACT AWARD
86200

**ARMED SECURITY GUARD SERVICE
FOR THE DEPARTMENT OF PUBLIC HEALTH
OTOP - Mobile Methadone Van and Ward 93
For the Term January 2, 2008 through August 31, 2009**

Exhibit C

- A. Two (2) Armed and uniformed Security Guards for: 1) **Building 80/90 Lobby** at San Francisco General Hospital (SFGH) and; 2) **Southeast Health Center (SEHC)** in support of registration and co-payment/point of service fee collection activities for locations with specialized outreach to substance abuse populations. **Eight (8) hours a day on Monday thru Friday at both locations (plus Saturday at Southeast Health Center only), except holidays.**
CONTRACTOR will be responsible to train a minimum of two (2) additional guards to be immediately available for coverage in case of unplanned absences by regular guards.
1. Guards will maintain order and security at Ward 91 in San Francisco General Hospital and at the Southeast Health Center.
 2. Guards will be responsible for documenting arrival and departure times utilizing a timesheet provided by both locations.
 3. Nursing staff at both locations will initial guards' time records on a daily basis.
 4. Guards will take directions from the nursing staff.
 5. Ensure safety to registration/check-in staff.
 6. Protect facility, patrons and staff.
 7. Admonish and, if necessary, restrain unruly persons.
 8. Check IDs and, if necessary, direct unauthorized persons from clinic.
 9. Call SFGH Sheriff's Department in all emergencies (415/ 206-4911).
 10. Guard must carry firearms during working hours.
 11. CONTRACTOR's staff and vehicles will display visible identification.
 12. At **Building 80/90 lobby** at San Francisco General Hospital, the Guard will maintain a roving post at the Bldg 80 Registration Area and adjacent hallway/corridor leading to Bldg 90 during the hours of 8:00 AM -12:00 PM, off one hour (12:00 PM -1:00 PM) for lunch, then resume post during hours of 1:00 PM -5:00 PM.
 13. At SEHC, clinic doors open at 8:00 AM and close at 5:00 PM (M-F) and 8:00 AM -12:00 PM on Saturday. At SEHC, once doors are opened, guards will assist in directing patients to registration, appointments, dental clinic, and other clinic services.
 14. Guard will observe clients for any aberrant or suspicious behavior, and determine whether or not they are carrying weapons or may be a danger to other clients.
 15. Guard will control and monitor access to the restroom and the hall telephone. Clients must be monitored at all times.
 16. Guard will report any drug use or suspected drug use (including drug paraphernalia) to a nurse immediately and follow instructions from nursing staff about handling the situation. An incident report must be completed by the guard.
 17. Guards will not make personal phone calls during their shift. Guards will be in the Bldg 80 Registration area or roving to the adjacent hallway/corridor to Bldg 90 at all times while on duty. (No reading or other activities permitted.)
- B. In addition to the above, CONTRACTOR employee will also enforce and follow the following items:
1. SFGH Ward 91 and Southeast Health Center are "No Smoking" facilities. Clients/guards are not to smoke.
 2. No fraternizing with clients.
 3. Alcohol (drinking) and Intoxication are not acceptable.
 4. No animals allowed in clinic, except service animals (e.g., "seeing eye" dogs).

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CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF CONTRACT ADMINISTRATION

PURCHASING DIVISION

NATIONAL SECURITY

No. 5630 P. 4

CONTRACT AWARD

86200

**ARMED SECURITY GUARD SERVICE
FOR THE DEPARTMENT OF PUBLIC HEALTH
OTOP -- Mobile Methadone Van and Ward 93
For the Term January 2, 2008 through August 31, 2009**

5. No client is allowed past the registration/check-in area to the back area.
6. The station will be guarded at all times.
7. CONTRACTOR must provide advance notification to Ward 91 and Southeast staff of the names of their employees assigned to daily shifts.
8. From time to time and as circumstances require, the security guards may be reassigned without further cost to the CITY. If additional personnel are required, the additional cost to the CITY will be based upon the hourly cost as provided in the Contract. If circumstances require the elimination of certain services, the monthly price to the CITY will be adjusted downward.
9. Guards must arrive by 6:45 AM.
10. CONTRACTOR must have a supervisor available at all times who will respond to any emergency call by contacting CITY within 10 minutes.

C. Location of Ward/Clinic and Hours of Operation

At San Francisco General Hospital Building 80/90 Lobby (1001 Potrero Avenue, SF):

Hours of Duty and Schedule (Weekdays, except Holidays):

8:00 AM	Bldg 80 Registration Area opens & Guard Arrives
12:00 PM	Guard off for lunchtime
1:00 PM	Guard Returns from lunch and resumes post
5:00 PM	Bldg 80 Registration Area closes & Guards finished for the day

At Southeast Health Center (2401 Keith Street at Armstrong Avenue, SF):

Hours of Duty and Schedule (Weekdays & Saturdays except Holidays)

SEHC (Monday-Friday):

7:45 AM	Guard arrives
8:00 AM	SEHC Clinic Opens
11:30 AM	Guard's Lunch (Clinic remains open)
12:30 PM	Guard Returns from lunch and resumes post
5:00 PM	SEHC Clinic closes

SEHC (Saturday)

7:45 AM	Guard arrives
8:00 AM	SEHC Clinic Opens
12:00 PM	SEHC Clinic closes

D. Qualifications

CONTRACTOR will furnish to CITY upon request current licenses or other required proof of qualifications of all representatives of the CONTRACTOR assigned to provide services under this agreement.

E. Reports / Invoices

1. Invoice will include date of service, start time and end time.
2. Contractor will also complete a Daily Activity Report (DAR).

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

CONTRACT MODIFICATION NO. 3

Indefinite Quantity

National Security Industries, Inc.
2081 Curtner Avenue
San Jose, CA 95124
Attn: Michael Gerami, Director

Date August 20, 2007

Contract Proposal No. 86200

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices and furnish the Services indicated below. Such Services are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

Contract Extension & Price Increase

For furnishing and delivering **Armed Security Guard Service for Dept. of Public Health
OTOP - Mobile Methadone Van and SFGH Ward 93.**

By mutual agreement, the contract is extended an additional **two (2) years** for the term **September 1, 2007 through August 31, 2009.**

By mutual agreement, prices have increased in accordance with Special Condition No. 87, Price; Effective **September 1, 2007** an increase of **3.7%** indicated below:

Previous Rate: \$23.27 per hour

New Rate: \$24.13 per hour

The following conditions have been added to Contract 86200 (See Attachment "A")

- | | |
|--|---|
| 102. Food Service Waste Reduction Requirements | 104. Nondisclosure of Private Information |
| 103. Contract Product/ Service Quality Report | 105. Graffiti Removal |

All other prices, terms and conditions remain the same.

Acknowledge receipt and acceptance of this Contract Modification in the space below Return to Purchaser, 1 Dr Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.

Naomi Kelly
As the duly appointed Purchaser
of the City and County of San Francisco

8/24/07 20
Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor National Security Services

By [Signature] President
Signature Title

Date 8/27/07

102. FOOD SERVICE WASTE REDUCTION REQUIREMENTS

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

103. CONTRACT PRODUCT / SERVICE QUALITY REPORT

Departments may complete and return to Purchasing these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded supplier/contractor. They will have an opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

104. NONDISCLOSURE 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.

105. GRAFFITI REMOVAL

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Armed Security Guard Services for the Dept of Public Health OTOP Mobile Methadone Van and Ward 93

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty-eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.)

Any failure of Contractor to comply with this section of this Contract shall constitute a default of this Contract.

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



CONTRACT MODIFICATION NO 2

Indefinite Quantity

National Security Industries, Inc
2081 Curtner Avenue
San Jose, CA 95124
Attn: Michael Gerami, Director

Date September 11, 2006

Contract Proposal No. 86200

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract, modify the prices and furnish the articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.


CONTRACT EXTENSION

For furnishing and delivering Armed Security Guard Service for Dept. of Public Health
OTOP—Mobile Methadone Van and Ward 93.

By mutual agreement the following will become effective September 1, 2006.

1. The contract is extended for an additional one (1) year for the term September 1, 2006 through August 31, 2007, with option to extend the contract for one (1) additional year;.
2. Exhibits A and B are modified to include clarifications to Contractor's job activities, additional responsibilities and contractor's performance issues. (All changes are in BOLD text.) Refer to Exhibit A and B.
3. All other contract items, terms and conditions remain the same.

Acknowledge receipt of this Contract Acceptance in the space below and return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.


9/11/06
 _____ Date
 As the duly appointed Purchaser
 of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor National Security
 By _____
 Signature Title
 Date 9/11/06 President

**ARMED SECURITY GUARD SERVICE
FOR THE DEPARTMENT OF PUBLIC HEALTH
OTOP – Mobile Methadone Van and Ward 93
For the Term September 1, 2006 through August 31, 2007**

Exhibit A

- A. Two (2) Armed and uniformed Security Guards for **Ward 93** at San Francisco General Hospital for DPH's Substance Abuse Services/Opiate Treatment Outpatient Program (OTOP). 8 hours a day on weekends (Saturday and Sunday) and holidays.

CONTRACTOR will be responsible to train a minimum of two (2) additional guards to be immediately available for coverage in case of unplanned absences by regular guards.

1. Guards will maintain order and security at Ward 93 in San Francisco General Hospital (SFGH).
2. **Guards will be responsible for documenting arrival and departure times utilizing a timesheet provided by Ward 93.**
3. Ward 93 nursing staff will initial guards' time record on a daily basis.
4. **Guards will take directions from the nursing staff.**
5. Ensure safety to narcotic dispensing staff.
6. Protect dispensing facility, patrons and staff.
7. Admonish and, if necessary, restrain unruly persons.
8. Check IDs and, if necessary, direct unauthorized persons from clinic.
9. **Call SFGH Sheriff's Department in all emergencies (206-4911).**
10. Guards must carry firearms during working hours.
11. CONTRACTOR's staff and vehicles will display visible identification.
12. Guards will hand out dosing cards to clients.
13. **Guards will open and close the clinic doors after receiving verbal confirmation from a dispensary nurse according to the following schedule: clinic doors open at 7:30 AM and close at 11:30 AM; re-open at 12:30 PM and close at 2:00 PM.**
14. Once doors are opened, guards will direct clients to form 2 lines in waiting room according to the clients' last names. **Guards will monitor flow of clients into dispensing area to avoid congestion and will follow direction from nursing staff about patient flow.**
15. Guards will observe clients for any aberrant or suspicious behavior, and determine whether or not they are carrying weapons or may be a danger to other clients.
16. If the front elevator is not working, one guard must be stationed in the back hallway to direct clients to the front area waiting room.
17. **Guards will control and monitor access to the restroom and the hall telephone. Clients must be monitored at all times..**
18. Once the clinic is open and running smoothly, one guard should patrol the stairwells and floors leading to both the upper and lower floors and the lobby area. Clients should not be allowed to loiter in open area near the elevators. One guard should always remain in the clinic.
19. Guards will report any drug use or suspected drug use (including drug paraphernalia) to a nurse immediately and follow instructions from nursing staff about handling the situation. An incident report must be completed by the guard.
20. **Guards will not make personal phone calls during their shift. Guards will be in the waiting area or on patrol at all times (no reading or other activities permitted).**

**ARMED SECURITY GUARD SERVICE
FOR THE DEPARTMENT OF PUBLIC HEALTH
OTOP – Mobile Methadone Van and Ward 93
For the Term September 1, 2006 through August 31, 2007**

Exhibit A

B. In addition to the above, CONTRACTOR employee will also enforce and follow the following items:

1. Ward 93 is a no smoking area. Clients/guards are not to smoke.
2. No fraternizing with clients.
3. Alcohol (drinking) and lateness are not acceptable.
4. **No animals allowed in clinic, except service animals (e.g., "seeing eye" dogs).**
5. No client is allowed past the dispensing window to the back area.
6. **The station will be guarded at all times. Regular breaks shall not be taken simultaneously.**
7. **CONTRACTOR must provide advance notification to Ward 93 staff of the names of their employees assigned to weekend shifts.**
8. From time to time and as circumstances require, the security guards may be reassigned without further cost to the CITY. If additional personnel are required, the additional cost to the CITY will be based upon the hourly cost as provided in the Contract. If circumstances require the elimination of certain services, the monthly price to the CITY will be adjusted downward.
9. Guards must arrive by 6:45 AM.
10. **CONTRACTOR must have a supervisor available at all times who will respond to any emergency call by contacting CITY within 10 minutes.**

C. Location of Ward and Hours of Operation

1. Hours of Duty and Schedule (Weekends and Holidays)

6:45 AM	Guards arrive
7:30 AM	Clinic opens
11:30 AM	Clinic closes for lunchtime
12:30 PM	Clinic reopens
2:00 PM	Clinic closes
2:45 PM	Guards finished for the day

(Clinic closes at 2:00 PM, guards will be available to patrol building and escort staff to cars as needed)

2. CONTRACTOR will also have guards available for service Monday through Friday if the need arises. CITY will notify CONTRACTOR in advance of such request. Times may be adjusted to accommodate the schedule of the CITY.
3. Clinic is located at San Francisco General Hospital, Bldg. 90, Ward 93.

D. Qualifications

CONTRACTOR will furnish to CITY upon request current licenses or other required proof of

**ARMED SECURITY GUARD SERVICE
FOR THE DEPARTMENT OF PUBLIC HEALTH
OTOP – Mobile Methadone Van and Ward 93
For the Term September 1, 2006 through August 31, 2007**

Exhibit A

qualifications of all representatives of the CONTRACTOR assigned to provide services under this agreement.

E. Reports / Invoices

1. Invoice will include date of service, start time, and end time.
2. Contractor will also complete a Daily Activity Report (DAR)

**ARMED SECURITY GUARD SERVICE
FOR THE DEPARTMENT OF PUBLIC HEALTH
OTOP – Mobile Methadone Van and Ward 93
For the Term September 1, 2006 through August 31, 2007**

EXHIBIT B

One (1) Armed Guard/Driver for the Mobile Methadone Van (OTOP) Opiate Treatment Outpatient Program. **Guards will take direction from nursing staff.**

I. Outline:

Situation – Opiate Treatment Outpatient Program (Mobile Methadone Van)

Mission – Provide close proximity security for personnel (Registered Nurse) providing Methadone dose to OTOP clients.

Execution – Escort (drive Methadone Van) RN to two remote locations.

Administration – Field and Support Services Division, SFSD Institutional Patrol Unit.

Communication – SFSD channel SO-A16 (primary), SFPD channel PD-A4-Mission/Bayview (secondary – emergency response)

II. Duties:

A. Prep Van (morning)

1. **Pick-up Keys (RN will sign-in guard)**
2. Disable alarm – Operations Manual in Van
3. Remove generator hook-up. Warm up Van (5 minutes minimum)

B. Ward 93

1. Pick up RN
2. Escort RN to Van via the fire exit door
3. Secure RN in Van
4. RN will secure methadone for transport and will advise time to depart

C. Sites

1. First site – Parking lot behind Walden House at 15th Street and Minna Street (Mission District)
2. Second site – Newcomb/Newhall, parking lot of Metropolitan Missionary Baptist Church

D. Van Maintenance

1. **Keep van fueled (ensure that fuel level does not fall below half-full mark)**
City fuel filling facilities are located at:
DPW – 2323 Cesar Chavez Street
Central Shops – 1800 Jerrold Avenue
2. Wash van (as needed) – Harrison Street at Muni Garage or other location
3. Take van into Central Shops for general maintenance and repairs as needed
4. Fill vehicle with water (for sink and toilets) and take to 750 Phelps Avenue, Southeast Water Sewage Treatment Plant. Dump/pump waste, re-fill water (every other week)
5. **Keep accurate logs of all fueling transactions and maintenance (sewage, water, washing, etc.) Mobile Methadone program staff will design/purchase log books to be reviewed and updated on a daily basis by guard staff**

**ARMED SECURITY GUARD SERVICE
FOR THE DEPARTMENT OF PUBLIC HEALTH
OTOP – Mobile Methadone Van and Ward 93
For the Term September 1, 2006 through August 31, 2007**

EXHIBIT B

-
- E. End of Day Assignments
- 1 Drive/escort RN carrying the methadone to Ward 93
 2. Return Van to parking lot and perform required maintenance including but not limited to;
 - a. Check that the generator, air conditioning, lights, and heater are turned off
 - b. Connect vehicle to electric outlet
 - c. Lock and secure all doors
 - d. Engage alarm
 - e. Ensure area is clear
 - f. **Return Keys to Ward 93**
 - g. **Continue to work until 2:30 pm (perform other tasks as requested, complete maintenance work, complete logs, incident reports, drop off van for repairs, etc.)**
 - h. **Check in with dispensary staff prior to leaving**
- F. Daily Time Line for Van guard duty
- | | |
|--------------------|---|
| 6:30 AM | Prepare van |
| 6:45 AM | Pick up RN |
| 7:15-9:15 AM | Site 1 Methadone Dispensing |
| 9:30-10:20 AM | Van Maintenance |
| 10:20-10:30 AM | Travel to Site 2 |
| 10:30 AM -12:30 PM | Site 2 Methadone Dispensing |
| 12:30-12:45 PM | RN secures methadone, prepare for transport |
| 12:45-12:55 PM | Travel to Ward 93 |
| 12:55-1:00 PM | Escort RN into Clinic |
| 1:00-1:15 PM | Secure Van, prepare for next day |
| 1:15-2:30 PM | Other tasks as required/requested (see above) |

The Ward 93 Program Manager will provide an orientation check-list as a training guide to the CONTRACTOR. **CONTRACTOR will be responsible for training potential guards, complete the check-list and present it for review to the Ward 93 Program Manager prior to assigning a Guard to Ward 93. CONTRACTOR is responsible for insuring a Guard possesses a valid driver's license and is capable of driving the vehicle prior to assignment. Contact: Edward Pease, OTOP Van Program Manager, San Francisco General Hospital, 1001 Potrero Avenue, Ward 93. Telephone: (415) 206-4651 or pager: (415) 719-4367**

111. Penalties for failure to perform

The Ward 93 Program Manager will report non-compliance incidents to CONTRACTOR in writing, with a copy of the incident report for the PURCHASER. PURCHASER will furnish a copy of the incident report to the CONTRACTOR. If CONTRACTOR has not remedied the complaint within TEN (10) business days of receipt of complaint, the following penalties will be invoked:

**ARMED SECURITY GUARD SERVICE
FOR THE DEPARTMENT OF PUBLIC HEALTH
OTOP – Mobile Methadone Van and Ward 93
For the Term September 1, 2006 through August 31, 2007**

EXHIBIT B

**1 incident: Reduction in payment to CONTRACTOR equal to one full day of service.4
incidents within 3 months: Notice of Intent To Terminate Contract may be issued.**

Note: An “incident” is defined as a disruption of regularly scheduled methadone treatment service by DPH personnel for part or all of a scheduled operating day caused by CONTRACTOR’S employee(s) failure to arrive for work at the required time.

Examples of “incidents”:

- 1. Van dispensing activities (MTWTF) that are suspended due to failure of guards to arrive according to the above noted schedule, causing additional time and expense by DPH’s OTOP personnel to re-direct clients to SFGH Ward 93 for treatment;**
- 2. Ward 93 dispensing activities (weekends) that are postponed due to failure of guards to arrive on schedule, causing late openings of the OTOP clinic requiring DPH personnel to work beyond their regular shifts;**
- 3. Any other act by CONTRACTOR’S employees which results in the disruption of the regularly scheduled activities of DPH’s OTOP programs, either on weekdays or weekends.**

3. Special Condition No. 87—PRICE ADJUSTMENTS revised to read as follows:

“Prices may be considered for increase or decrease at the end of the last month of the first 12-month period of the contract extension. Such adjustments for the subsequent extension shall be a percentage increase or decrease of the prices for the previous twelve (12) month period. Said percentage shall be equal to the percentage increase or decrease for “Service Occupations” for the previous 12 months as published by the U. S. Department of Labor, Bureau of Labor Statistics’ Employment Cost Index. Such adjustments shall commence 30 days after notification and submission of satisfactory documentation and agreement of the Purchaser. It shall be Contractor’s responsibility to request and provide documentation satisfactory to the Purchaser to support any increases.”