File No. 120547

Committee Item No. 6
Board Item No. 26

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

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Completed by: Victor Young Date July 13, 2012
Completed by: Victor Young Date 7-26-12

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document can be found in the file.

Amendment of the Whole
in Committee. 7/18/12

FILE NO. 120547 RESOLUTION NO.

[Contract Amendment - Community Awareness and Treatment Services - $35,699,175]

Resolution retroactively amending the contract between the San Francisco Department of Public Health and Community Awareness and Treatment Services, Inc., for behavioral health services for an amount of $35,699,175.

WHEREAS, The Department of Public Health (DPH) selected Community Awareness and Treatment Services, Inc. (CATS) through Request for Proposal (RFP 23-2009) issued on September 9, 2009, and for three programs within the contract not selected under that RFP DPH obtained appropriate approval of CATS as the sole source of those services; and

WHEREAS, The mission of the Department of Public Health is to provide needed Community Behavioral Health Services to residents of San Francisco; and

WHEREAS, The original contract was approved by the Board of Supervisors in the amount of $12,464,714 for five and one half years, July 1, 2010, through December 31, 2015, through Resolution Number 563-10, on file with the Clerk of the Board of Supervisors in File No. 100927, which is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, The San Francisco Charter Chapter 9.118 requires contracts over $10 million to be approved by the Board of Supervisors; and

WHEREAS, The Department of Public Health wishes to increase the contract amount by $23,234,461 for the reminder of the contract term, the period of July 1, 2010, through December 31, 2015; now, therefore, be it

RESOLVED, That the Board of Supervisors authorizes the Director of Public Health and the Office of Contract Administration, on behalf of the City and County of San Francisco, to retroactively amend the contract with Community Awareness and Treatment Services, Inc.

to increase the contract total from $12,464,714 for the period of July 1, 2010 through December 31, 2015, to $35,699,175 for the total contract term, July 1, 2010 through December 31, 2015; and be it

FURTHER RESOLVED that the Department of Public Health will report back in May 2013 to the Budget and Finance Committee on the status of the sole source programs.

APPROVED:

Barbara A. Garcia
Director of Health

APPROVED:

Mark Morewitz
Secretary, Health Commission

Item 6 File 12-0547	Department(s): Department of Public Health

EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolution (File 12-0547) would authorize the First Amendment to the existing agreement between the Department of Public Health (DPH) and Community Awareness and Treatment Services, Inc. (CATS), a nonprofit organization, to increase the not-to-exceed amount of the agreement by $23,234,461, from not-to-exceed $12,464,714 to not-to-exceed $35,699,175. The agreement term, both for the original agreement and in the amendment, is July 1, 2010 through December 31, 2015.

Key Points

- The Board of Supervisors previously approved the original agreement between DPH and CATS in 2010 (File 10-0927) for a term of 5 ½ years from July 1, 2010 through December 31, 2015, in an amount not-to-exceed $12,464,714. The original agreement of $12,464,714 funded seven programs, four of which were selected through a competitive Request for Proposal (RFP) process and three of which were awarded on a sole source basis, in accordance with Administrative Code Section 21.42, authorizing DPH to enter into sole source contracts for health and behavioral health services. At the time of the original agreement approval, DPH intended to issue a subsequent competitive RFP in FY 2010-11 for the three sole source programs. However, according to Ms. Michelle Ruggels, DPH Director of Operations, DPH has not implemented a competitive process for these sole source programs because DPH is planning to reconfigure and redesign these programs, including providing better coordination of services to homeless clients.
- The budget of $12,464,714 for the original agreement fully funded three of the seven programs from July 1, 2010 through December 31, 2015.The ori ginal agreement budget did not include funding for the three sole source programs from January 1, 2012 through December 31, 2015. In addition, the original agreement budget did not include funding from March 1, 2012 through December 31, 2015 for one of the four programs awarded through the RFP process because it was funded by the federal Ryan White grant, which expired on February 29, 2012. The Board of Supervisors subsequently approved a supplemental appropriation to backfill the Ryan White grant with General Fund monies (File 12-0018).

Fiscal Impact

- The proposed resolution (File 12-0547) would authorize the First Amendment to the existing agreement between DPH and CATS to increase the not-to-exceed amount by $23,234,461, from not-to-exceed $12,464,714 to the not-to-exceed amount $35,699,175. The proposed increase of $23,234,461 would continue funding for the three sole source programs, which were not funded under the original agreement from January 1, 2012 through December 31, 2015, and for the program funded by the federal Ryan White grant, which expired on February 29, 2012.
- The FY 2012-13 and FY 2013-14 DPH budgets include General Fund monies to fund these programs, subject to Board of Supervisors final appropriation approval.

Policy Consideration

- When the Board of Supervisors approved the original agreement, DPH stated that DPH would conduct a competitive bidding process in FY 2010-11 for the three sole source programs. Because DPH has not issued an RFP for the three sole source programs, as originally reported to the Board of Supervisors, the Budget and Legislative Analyst considers approval of the $18,952,692 of the total requested increased amount of $23,234,461, which funds the three sole source programs, to be a policy matter for Board of Supervisors.

Recommendations

- Approval of $18,952,692 for three sole source programs is a policy matter for the Board of Supervisors.
- Approve the balance of $4,281,769 (the requested $23,234,461 less $18,952,692).

DETAILS OF PROPOSED RESOLUTION

Mandate Statement

In accordance with Charter Section 9.118, an agreement (a) for more than $10,000,000, (b) with a term of more than ten years, or (c) with an amendment of more than $500,000, is subject to Board of Supervisors approval.

Background

In 2010, the Department of Public Health (DPH) conducted a competitive Request for Proposal (RFP) process for mental health and substance abuse treatment services for men and women, and DPH selected CATS as the highest qualified scorer when considering the RFP qualifications. DPH contracted four programs with CATS as a result of this RFP process. These four programs are:

1. A Woman's Place (AWP): Mental Health Post Hospital Placement, a post-hospital-release program;
2. A Woman's Place (AWP), a substance abuse program;
3. Golden Gate for Seniors (GGS), a substance abuse program for those 55 and older; and
4. A Woman's Place: HIV Residential Mental Health Services, a residential mental health program for primarily African American and transgender women with HIV.

DPH also contracted with CATS for three specific programs on a sole source basis, in accordance with Administrative Code Section 21.42 authorizing DPH to enter into sole source contracts for health and behavioral health services. Those three sole source programs with CATS are:

1. Mobile Assistance Patrol (MAP), a transportation and shelter referral service;
2. San Francisco Homeless Outreach Team (SF HOT), a support team for the homeless in San Francisco;
3. San Francisco Medical Respite & Sobering Center, a shelter with medically-oriented supportive services.

The Board of Supervisors approved the original agreement between the Department of Public Health (DPH) and Community Awareness and Treatment Services, Inc. (CATS), a non-profit organization, in 2010 (File 10-0927) for the 5 ½ year term from July 1, 2010 through December 31, 2015, for an amount not-to-exceed $12,464,714.

Included in the Budget and Legislative Analyst's report of December 1, 2010 to the Budget and Finance Committee meeting was a statement from Ms. Michelle Ruggels, DPH Director of Operations, who advised that DPH would conduct a competitive bidding process in FY 2010-11 for the three programs that had been awarded on a sole source basis. The budget of $12,464,714 for the original agreement fully funded three of the seven programs from July 1, 2010 through December 31, 2015. The original agreement budget did not include funding for the three sole source programs from January 1, 2012 through December 31, 2015. In addition, the original agreement budget did not include funding from March 1, 2012 through December 31, 2015 for one of the four programs awarded through the RFP process because it was funded by the federal Ryan White grant, which expired on February 29, 2012. The Board of Supervisors subsequently approved a supplemental appropriation to backfill the Ryan White grant with General Fund monies (File 12-0018), as shown in Table 1 below.

Table 1
Original Agreement Budget
July 1, 2010 through December 31, 2015

Date	Annual Budget	Four Competitively Awarded Programs	Three Sole Source Programs
July 1, 2010 to June 30, 2011	$5,633,021	AWP Mental Health Post Placement AWP Substance Abuse Golden Gate Seniors AWP HIV Residential Mental Health	Mobile Assistance Patrol SF Homeless Outreach (HOT) Medical Respite & Sobering Center
July 1, 2011 to June 30, 2012	3,109,743	AWP Mental Health Post Placement AWP Substance Abuse Golden Gate Seniors AWP HIV Residential Mental Health [1]	*End Dec. 31, 2011:* Mobile Assistance Patrol SF Homeless Outreach (HOT) Medical Respite & Sobering Center
July 1, 2012 to June 30, 2013	719,992	AWP Mental Health Post Placement AWP Substance Abuse Golden Gate Seniors	n/a
July 1, 2013 to June 30, 2014	719,992	AWP Mental Health Post Placement AWP Substance Abuse Golden Gate Seniors	n/a
July 1, 2014 to June 30, 2015	586,465	AWP Mental Health Post Placement AWP Substance Abuse Golden Gate Seniors	n/a
July 1, 2015 to Dec. 31, 2015	359,996	AWP Mental Health Post Placement AWP Substance Abuse Golden Gate Seniors	n/a
Subtotal	**11,129,209**		
12% Contingency	1,335,505		
Total	**$12,464,714**		

[1] A Woman's Place HIV Residential Mental Health Program was funded by the federal Ryan White Grant from July 1, 2010 through February 29, 2012.

According to Ms. Ruggels, DPH has not implemented a competitive process for the three program services previously awarded on a sole source basis because DPH is conducting "reconfiguration and redesign of the programs, conducted to maximize efficiencies"a nd the "coordination of services to homeless clients took longer than anticipated." Ms. Ruggels also stated that DPH is planning to create a pilot program to confirm the functionality of the new program design before DPH enters a new RFP process. Therefore, DPH is requesting to extend the terms of these current sole source programs from January 1, 2012 to December 31, 2015 in order to continue to provide these services while DPH concurrently conducts the program evaluation. The timeline for the evaluation and the pilot program is currently not known.

DETAILS OF PROPOSED RESOLUTION

The proposed resolution (File 12-0547) would authorize the First Amendment to the existing agreement between DPH and CATS to increase the not-to-exceed amount by $23,234,461, from not-to-exceed $12,464,714 to not-to-exceed $35,699,175.

FISCAL IMPACTS

As shown in Table 2 below, the proposed First Amendment would increase the agreement amount by $23,234,461 in order to continue to fund all seven programs from the commencement date of the original agreement of July 1, 2010 through December 31, 2015, as follows:

- The AWP HIV Residential Mental Health program previously funded by the federal Ryan White grant, which terminated in February 2012. The FY 2012-13 and FY 2013-14 DPH budget includes General Fund monies to backfill the federal Ryan White grant, subject to Board of Supervisors approval; and
- The three sole source programs – Mobile Assistance Patrol (MAP), San Francisco Homeless Outreach Team (SF HOT), and San Francisco Medical Respite & Sobering Center – for the entire term of the agreement through December 31, 2015. The FY 2012-13 and FY 2013-14 DPH budget includes General Fund monies for these programs, subject to Board of Supervisors appropriation approval.

Table 2
Total Annual Budget for Proposed First Amendment

Date	Original Agreement Budget	Proposed First Amendment Budget	Increase/ (Decrease)
July 1, 2010 – June 30, 2011	$5,633,021	$5,633,021	$0
July 1, 2011 – June 30, 2012	3,109,743	5,831,387	2,721,644
July 1, 2012 – June 30, 2013	719,992	5,831,387	5,111,395
July 1, 2013 – June 30, 2014	719,992	5,831,387	5,111,395
July 1, 2014 – June 30, 2015	586,465	5,831,387	5,244,922
July 1, 2015 – Dec. 31, 2015	359,996	2,915,694	2,555,698
Subtotal	**11,129,209**	**31,874,263**	**20,745,054**
12% Contingency	1,335,505	3,824,912	2,489,407
Total	**$12,464,714**	**$35,699,175**	**$23,234,461**

According to Ms. Jacquie Hale, DPH Office of Contract Management and Compliance Director, the Department has been funding the continuation of the three sole source programs beyond the previously authorized funding date of December 31, 2011, primarily from the agreement contingency funds of $1,335,505.

POLICY CONSIDERATION

As noted above, when the Board of Supervisors approved the original agreement, DPH stated that DPH would conduct a competitive bidding process in FY 2010-11 for the three sole source programs. Of the total annual budget of $5,831,387, $4,738,173 or 81.2% are for the three sole-source programs. Because DPH has not issued an RFP for the three sole source programs, as originally reported to the Board of Supervisors, the Budget and Legislative Analyst considers approval of the $18,952,692 ($4,738,173 times the four years from January 1, 2012 through December 31, 2015) of the total requested increased amount of $23,234,461 to be a policy matter for Board of Supervisors.

RECOMMENDATION

1. Approval of $18,952,692 for three sole source programs is a policy matter for the Board of Supervisors.

2. Approve the balance of $4,281,769 (the requested $23,234,461 less $18,952,692).

San Francisco Board of Supervisors, Budget and Finance Committee, and
Budget and Finance Sub-Committee, Supervisors, Carmen Chu, John Avalos, and Jane Kim,
And to Mayor Edwin M. Lee, and all Others Interested:

Board File #120547, Clerk: Victor Young. **Date submitted: July 19, 2012**
Prepared on Board File #12054 as of Subcommittee Meeting, 7/18/12, 12:00 noon, AGENDA ITEM 6.
This letter is requested included in agenda packets for all subsequent considerations,
Anticipated held at **City Hall, Legislative Chamber, Room 250,** dates & times to be announced.

Resolution Amending Dept. of Public Health **Sole-Source Contract July 1, 2010 - Dec. 31, 2015,** for **Behavioral Health Services,** Original Amount $12,464,714 **+ $23,234,461** = $35,699,175
Per year of 51/2 years $226,631 + $422,445 = $649,076.

Note that the incremental amount is almost twice the initially-concepted amount – *And* is without a substantive justification from DPH ***and*** *bears a substantive "aggravation", the material facts of which the DPH Director applicant for $23,234,461 million admits:*

> **"At the time of the original agreement approval, DPH intended to issue a subsequent competitive RFP in FY 2010-2011 for the three sole source programs. However, according to Ms. Michelle Ruggles, DPH Director of Operations, DPH has not implemented a competitive process for these three sole source programs."**
>
> [In other words, even by 2012, three of seven programs in the original contract were *not* selected on a competitive basis, and the other four were competed *individually* in department *without at any point the sought allocation expenditure having been subjected to public community input on articulated, documentarily supported side-by -side-presented alternatives as to purpose, plan, and strategies, including in due course city-audited estimated fiscal and other impacts.]*
>
> **"DPH has *not* implemented a competitive process for these sole source programs [and] because DPH is planning to reconfigure and redesign these programs, including providing better coordination of services to homeless clients."** [Emphasis added.]
> [Quoted text source: Item 6, Proposed Resolution: Executive Summary, "Key Points", first dot.]

Now, in the last half of 2012, DPH wants to augment double the base in funding in continued **absence** not only of **competitive process for sole source programs,** but **also of reconfiguration and redesign . . providing better coordination and services to homeless clients." !!!**

SHOULD THE BOARD OF SUPERVISORS AND MAYOR EDWIN M. LEE SUPPORT INTELLECTUAL SHODDY PREJUDICIAL TO AVAILABILITY OF FUNDS NEEDED FOR REAL SOLUTIONS?

--Just because we suffer INTOLERABLY-too-much obnoxious-outrageous "behavior", including but not limited to violent crime, over-drinking alcohol, cigarette butts- and paper-trashed streets; S. F. rating "D" and Oakland "B" by the American Lung Association on smoke-free rental housing; S. F. shelters lacking enough beds needed for courts, state prisons and our hospitals' sequels; as well as seniors and disabled; the price of minimal quality and space housing in S.F. is out-of-sync-high, and we are caught with desperate proposals to pay people for not begging, arrest people for sit-and-lie, employ police to stop-and-frisk people without profiling on expressly prohibited or other unauthorized criteria; and authorizing professionals to radiate, cut, and drug derelicts and others without "informed consent" which hospital general counsel also want to do away with to prevent legal defense to billings and collections to maximize corporate profits and their executives' compensations--raising hackles among the *civil libertarian cognoscenti?*

NANCY CROSS San Francisco, California 6th Supervisorial District

On the day of this writing, the July 18, 2012, S. F. *Daily Journal,* front page features court decision suggesting *more, housing unprofitable to San Francisco, need*—**for its own employees!**

> MENTAL HEALTH CARE RULINGS SPLIT COURTS, by Paul Jones,
> "According to the 9th U.S. Circuit Court of Appeals, **many employees with mental health problems can demand insurers pay for a broad range of services, including care at *residential* facilities."**

--Adding to already big waves of veterans, seniors, autistics, and the chronically ill, plus those without housing occasioned by government brain-dark in the financial and law-courts sectors, ***another housing challenge,*** a **b i g *housing financial challenge for San Francisco!*** **San Francisco needs to get its mental, as well as physical, health spending rational to the possibilities of the internet, high tech in information, resources, and processes for restoring health, and housing stability ASAP!** --Not confined to parameters most comfortable in incumbency on yesterdays' and yesteryears', albeit expensive, professional training and *institutionalized constraints* ***against financial decisions go-for-it innovative, whatever of Washington, HUD, FDA or other!*** What could and should the Subcommittee, Committee, and Board do on the DPH application here? Answer: Hold the money till decision on up-to-date evidence considered alternatively in proposals and staffing / vendors fully supports our direction and course not simply supports global decision in amount asked by a department affine to the interests of the decision-makers.

There's reason, there are reasons, to rethink the role of traditional "behavior control" by involuntary confinement including police, shelters, drugs and talk. Maybe we need some new kinds of expertise, and not just guarantee incumbents continuing growth of tax-supported jobs in their own image on the public dollar.

Should San Francisco **invest more in mental health services by its employees and contractors to decrease the publicly-objectionable face** of people class-targeted by income to suffer housing and other health, self-determination, and real property ownership for income and societal control of, by, and for the more affluent? Or, with credible, meaningful process, up-to-date **scrounging for innovative and healthful alternatives,** duly comparatively assessed, to use whatever resources for healthful housing and life worthwhile to the homeless, FIRST!

USING ACCUSTOMED PROCEDURES, HOW CAN THE BOARD AND MAYOR ACQUIRE RECOMMENDATIONS BASED ON COMMON SENSE AND UP-TO-DATE EVIDENCE AND ALTERNATIVES AND LOGICALLY-REASONED BASIS IN THE MATTERS OF CONCERN ON WHICH TO DECIDE POLICIES FOR APPROPRIATE STAFF AND CONTRACTING AND FUNDING THE BOARD MAY APPROVE?

I ask the Supervisors suspend Board decision in allocating funds until **S.F. Mental Health Board,** Chair Ms. Lara Arguelles, and Ms. Helynna Brooke, Ex. Director, (415) 255-3474, 1380 Howard St., SSF, CA 94103, fax (415) 255-3760 has weighed in on this following public forums **of alternatives in purpose, plan, and strategy for whatever funds the Board and Mayor have for the subject matters of concerns.**

Bring the sunlight of the people in all our diversity strength and genius on this! Important in fiscal common sense are **structure and processes productive of innovation and creativity in functions needed!** Supervisors, beam to your applicants for money: "Resources Flow for *Real Solutions!*" Sincerely yours, Nancy Cross Nancy Cross

P.S. 7/19/12 Clerk said Subcommittee modified sent to the full Bd/Sprs. Hearing/deciding likely Tuesday 7/24/12 I ask for public to be heard and media notice in advance.

Amendment of the Whole
in Committee. 12/1/10

FILE NO. 100927 RESOLUTION NO. 563-10

[Contract Approval - 18 Non-Profit Organizations and the University of California of San Francisco - Behavioral Health Services - $674,388,406]

Resolution retroactively approving $674,388,406 in contracts between the Department of Public Health and 18 non-profit organizations and the University of California at San Francisco, to provide behavioral health services for the period of July 1, 2010 through December 31, 2015.

WHEREAS, The Department of Public Health has been charged with providing needed behavioral health services to residents of San Francisco; and,

WHEREAS, The Department of Public Health has conducted Requests for Proposals or has obtained appropriate approvals for sole source contracts to provide these services; and

WHEREAS, The San Francisco Charter Chapter 9.118 requires contracts over $10 million to be approved by the Board of Supervisors; and

WHEREAS, Contracts with providers will exceed $10 million for a total of $674,388,406, as follows:

Alternative Family Services, $11,057,200;

Asian American Recovery Services, $11,025,858;

Baker Places, $69,445,722;

Bayview Hunters Point Foundation for Community Improvement, $27,451,857;

Central City Hospitality House, $15,923,347;

Community Awareness and Treatment Services (CATS), $12,464,714;

Community Vocational Enterprises (CVE), $9,705,509;

Conard House, $37,192,197;

Edgewood Center for Children and Families, $29,109,089;

Family Service Agency, $45,483,140;

Hyde Street Community Service, $17,162,210;

Instituto Familiar de la Raza, $14,219,161;

Progress Foundation, $92,018,333;

Richmond Area Multi-Services, $34,773,853;

San Francisco Study Center, $11,016,593;

Seneca Center, $63,495,327;

Walden House, $54,256,546;

Westside Community Mental Health Center, $43,683,160;

Regents of the University of California, $74,904,591; and

WHEREAS, The Department of Public Health estimates that the annual payment of some contracts may be increased over the original contract amount, as additional funds become available between July 2010 and the end of the contract term; now, be it

RESOLVED, That the Board of Supervisors hereby retroactively approves these contracts for the period of July 1, 2010, through December 31, 2015; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director of the Department of Public Health and the Purchaser, on behalf of the City and County of San Francisco, to execute agreements with these contractors, as appropriate; and, be it

FURTHER RESOLVED, That the Board of Supervisors requires the Department of Public Health to submit a report each June with increases over the original contract amount, as additional funds become available during the term of contracts.

RECOMMENDED:

Mitchell Katz, M.D.
Director of Health

APPROVED:

Mark Morewitz, Secretary to the
Health Commission

City and County of San Francisco
Tails
Resolution

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

File Number: 100927 **Date Passed:** December 07, 2010

Resolution retroactively approving $674,388,406 in contracts between the Department of Public Health and 18 non-profit organizations and the University of California at San Francisco, to provide behavioral health services for the period of July 1, 2010, through December 31, 2015.

December 01, 2010 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

December 01, 2010 Budget and Finance Committee - RECOMMENDED AS AMENDED

December 07, 2010 Board of Supervisors - ADOPTED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell and Mirkarimi

File No. 100927

I hereby certify that the foregoing Resolution was ADOPTED on 12/7/2010 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor Gavin Newsom

December 8, 2010
Date Approved

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of April 17, 2012, in San Francisco, California, by and between Community Awareness and Treatment Services, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4154-09/10 on 6/21/2010;

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

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

a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010 to December 31, 2015 from RFP 23-2009, dated October 4, 2010, Contract Numbers BPHM11000036, BPHM07000056 and DPHM11000274 between Contractor and City, as amended by this First Amendment:

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

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

2a. **Section 2. Term of the Agreement** is provided for reference only.

2. **Term of the Agreement**

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

2b. **Section 5. Compensation** of the Agreement currently reads as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, 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 **Twelve Million Four Hundred Sixty Four Thousand Seven Hundred Fourteen Dollars ($12,464,714).** 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 The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor

in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, 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 **Thirty Five Million Six Hundred Ninety Nine Thousand One Hundred Seventy Five Dollars ($35,699,175)**. 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 The 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.

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

CITY

Recommended by:

BARBARA GARCIA, MPA
Director of Health
Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____ 5/29/12
Kathy Murphy
Deputy City Attorney

Approved:

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

CONTRACTOR

Community Awareness and Treatment Services, Inc.

JANET GOY
Executive Director
1171 Mission Street, 2nd Floor
San Francisco, CA 94103

City vendor number: 04848

Appendix B
Calculation of Charges

1. **Method of Payment**

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

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

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

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

B. Final Closing Invoice

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

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

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

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

** Complete copy of document is located in
File No. 120547146

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

DPHM 11000274

Agreement between the City and County of San Francisco and

Community Awareness and Treatment Services, Incorporated

This Agreement is made this 1st day of July, 2010, in the City and County of San Francisco, State of California, by and between: Community Awareness and Treatment Services, Incorporated, 1171 Mission Street, 2nd Floor, San Francisco, California 94103, 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, Population Health and Prevention, Community Health Services, ("Department") wishes to provide residential mental health & substance abuse treatment services for men and women; and,

WHEREAS, a Request for Proposal ("RFP") was issued on 09/25/2009, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers 4154-09/10 on 09/25/2009;

Now, THEREFORE, the parties agree as follows:

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

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

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

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

** Complete copy of document is located in
File No. 120547

File No. 120547

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL

(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*	
Name of contractor: Community Awareness and Treatment Services, Inc.	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. 1. Bill McCarthy, President; Reid Tucker, Vice President; Stephen Stanfel, Treasurer; Aaron Burke, Tracy Everwine, Jo Gonzales, Ankita Jain, Renee Jones, Michelle King, Jimmy Loyce, Buddy Saleman, Jon Stenson, Therese Trivedi, Members 2. Janet Goy, CEO; Harry Beharry, CFO. 3. Persons with more than 20% ownership: None. 4. Subcontractors listed in contract: Christy Tillotson. 5. Political committees sponsored or controlled by contractor: None.	
Contractor address: 1171 Market Street, 2nd Floor, San Francisco, CA 94103	
Date that contract was approved:	Amount of contract: $35,699,175
Describe the nature of the contract that was approved: Provide Community Behavioral Health Services to residents of San Francisco	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☐ a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102	E-mail: Angela.Calvillo@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer) — Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) — Date Signed