

1 [Contract Amendment - Addiction, Research and Treatment dba BAART - Behavioral Health
2 Services - Not to Exceed \$52,724,278]

3 **Resolution retroactively approving amendment number three to the Department of**
4 **Public Health contract for behavioral health services with Addiction, Research and**
5 **Treatment, doing business as BAART to extend the contract by three years, from July**
6 **1, 2010, through June 30, 2015, to July 1, 2010, through June 30, 2018, with a**
7 **corresponding increase of \$26,681,213 for a total amount not to exceed \$52,724,278.**

8
9 WHEREAS, The mission of the Department of Public Health is to protect and promote
10 the health of all San Franciscans; and

11 WHEREAS, The Department of Public Health provides health and behavioral health
12 services through a wide network of approximately 300 Community-Based Organizations and
13 service providers; and

14 WHEREAS, In 2010, the Department of Public Health selected Addiction, Research
15 and Treatment D.B.A. BAART through a Request For Proposals process to provide
16 methadone maintenance services for the period of July 1, 2010 through June 30, 2015; and

17 WHEREAS, The Board of Supervisors approved the original agreement for these
18 services under Resolution No. 212-09; and

19 WHEREAS, The Department of Public Health wishes to extend the term of that
20 contract in order to allow the continuation of services while Requests For Proposals are
21 administered to take into account the changes to behavioral health services business needs
22 related to the Affordable Care Act and the State Department of Health Care Services' 1115
23 Demonstration Waiver pertaining to the delivery of substance abuse Drug Medi-Cal funded
24 services; and

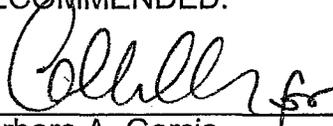
1 WHEREAS, The San Francisco Charter, Section 9.118, requires that contracts entered
2 into by a department or commission having a term in excess of ten years, or requiring
3 anticipated expenditures by the City and County of ten million dollars, to be approved by the
4 Board of Supervisors; and

5 WHEREAS, The Department of Public Health requests approval of an amendment to
6 the Department of Public Health contract for behavioral health services with Addiction,
7 Research and Treatment D.B.A. BAART to extend the contract by three years, from July 1,
8 2010, through June 30, 2015, to July 1 2010, through June 30, 2018, with a corresponding
9 increase of \$26,681,213 for a total amount not to exceed \$52,724,278; now, therefore, be it

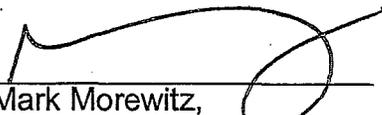
10 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health
11 and the Director of the Office of Contract Administration/Purchaser, on behalf of the City and
12 County of San Francisco to amend the contract with Addiction, Research and Treatment
13 D.B.A. BAART, extending the term of the contract by three years, through June 30, 2018, and
14 increasing the total, not-to-exceed amount of the contract by \$26,681,213 to \$52,724,278;

15 FURTHER RESOLVED, That within thirty (30) days of the contract amendment being
16 fully executed by all parties, the Director of Health and/or the Director of the Office of Contract
17 Administration/Purchaser shall provide the final contract to the Clerk of the Board for inclusion
18 into the official file (File No. 151167).

19
20 RECOMMENDED:

21 
22 _____
23 Barbara A. Garcia,
24 Director of Health
25

APPROVED:

21 
22 _____
23 Mark Morewitz,
24 Health Commission Secretary
25

Item 4 File 15-1167	Department: Department of Public Health (DPH)
EXECUTIVE SUMMARY	
Legislative Objectives	
<ul style="list-style-type: none"> • The proposed resolution would authorize the third amendment to the contract between the Department of Public Health (DPH) and Bay Area Addiction, Research & Treatment, Incorporated (known as BAART) to continue to provide methadone maintenance and support services for DPH clients. 	
Key Points	
<ul style="list-style-type: none"> • DPH entered into the original contract with BAART, a non-profit organization, following a competitive Request for Proposal process in 2010 to provide methadone maintenance and support services to DPH clients. • The contract has previously been amended two times. The current contract expired on June 20, 2015, and DPH requests to enter into a third amendment to retroactively exercise the three one-year options to extend the contract from July 1, 2015 through June 30, 2018. 	
Fiscal Impact	
<ul style="list-style-type: none"> • The proposed resolution would increase the contract amount from \$26,043,065 to \$52,724,278, an increase of \$26,681,213. However, according to data provided by DPH, the actual budget for the remaining contract years is \$26,020,066, or \$661,147 less than the amount in the resolution. Additionally, DPH has spent \$25,339,242 through June 30, 2015, leaving a remaining authorized contract balance of \$703,823. Therefore, the Budget and Legislative Analyst recommends amending the proposed resolution to reduce the contract not-to-exceed amount by \$1,364,970, from \$52,724,278 to \$51,359,308. 	
Recommendations	
<ul style="list-style-type: none"> • Amend the proposed resolution to be retroactive to July 1, 2015. • Amend the proposed resolution to reduce the requested not-to-exceed amount by \$1,364,970 to \$51,359,308. • Approve the proposed resolution, as amended. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

The San Francisco Department of Public Health (DPH) entered into a contract with Bay Area Addiction, Research & Treatment, Incorporated (known as BAART), a non-profit organization, based on a competitive Request for Proposals (RFP) in July 2010. Under the contract, BAART provides methadone maintenance and support services to DPH clients. DPH reimburses BAART for these services based on BAART's costs of providing the services.

The original contract was for the 18 month period from July 1, 2010 through December 31, 2011, for a not-to-exceed amount of \$8,202,621. In 2011, DPH entered into the first amendment to the contract, extending the term of the contract by 3 years and 6 months from January 1, 2012 through June 30, 2015, and increased the not-to-exceed amount to \$9,990,000. Because the amended not-to-exceed amount was under \$10,000,000, approval by the Board of Supervisors was not required.

In 2012, DPH entered into the second amendment to the contract which increased the not-to-exceed amount to \$26,043,065 and provided for three one-year options to extend the contract from July 1, 2015 to June 30, 2018. The contract expired on June 30, 2015 and DPH now seeks to exercise the three options to extend the contract retroactively from July 1, 2015 through December 31, 2018. Table 1 below shows the amount expended as compared to the budget for each fiscal year through FY 2014-15.

Table 1: BAART Contract Expenditures through FY 2014-15

Year	Expenditure Amount	Authorized Budget	Amount Expended Under (Over) Budget
FY 2010-11	\$4,440,047	\$4,860,345	\$420,298
FY 2011-12	4,539,850	4,858,422	318,572
FY 2012-13	4,479,422	4,858,422	379,000
FY 2013-14	4,925,619	4,858,422	(67,197)
FY 2014-15	6,954,304	4,858,422	(2,095,882)
Subtotal	\$25,339,242	\$24,294,033	(\$1,045,209)
Contingency	-	\$1,749,032	\$1,749,032
Total	\$25,339,242	\$26,043,065	\$703,823

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the third amendment to the contract with BAART to continue to provide methadone maintenance and support services for DPH clients. The amendment would exercise the three contract options to extend the contract for an additional three years retroactive from July 1, 2015 through June 30, 2018, and increase the contract not-to-exceed amount from \$26,043,065 to \$52,724,278, an increase of \$26,681,213.

Because the contract expired on June 30, 2015, the proposed resolution should be amended for retroactivity to July 1, 2015. Ms. Michelle Ruggels, Director of the Business Office at DPH, states that the proposed resolution was not submitted to the Board of Supervisors prior to the contract's expiration in June 2015 due to an oversight.

FISCAL IMPACT

Table 2 below shows sources of funds, totaling \$26,020,066 for the requested increase to the BAART contract from July 1, 2015 through June 30, 2018.

Table 2: Sources of Funds for Requested Increase to BAART Contract

Sources of Funds	FY 2015-16	FY 2016-17	FY 2017-18	Total
<u>California State Funds</u>				
Perinatal Medi-Cal	\$28,304	\$28,304	\$28,304	\$84,912
Drug Medi-Cal	3,231,259	3,606,259	3,606,259	10,443,777
State Match/ 2011 Realignment	3,259,563	3,634,563	3,634,563	10,528,689
2011 Realignment - Non-Drug Medi-Cal	123,765	123,765	123,765	371,295
<i>California State Funds Subtotal</i>	<i>\$6,642,891</i>	<i>\$7,392,891</i>	<i>\$7,392,891</i>	<i>21,428,673</i>
<i>San Francisco General Fund</i>	<i>\$485,271</i>	<i>\$659,129</i>	<i>\$659,129</i>	<i>\$1,803,529</i>
Subtotal	\$7,128,162	\$8,052,020	\$8,052,020	\$23,232,202
Contingency (12%)				\$2,787,864
Total ^a				\$26,020,066

^a The budget of \$26,020,066 for the third amendment to the contract is \$661,147 less than the requested increase in the contract not-to-exceed amount of \$26,681,213.

The proposed resolution would increase the contract amount from \$26,043,065 to \$52,724,278, an increase of \$26,681,213. However, according to data provided by DPH, the actual budget for the remaining contract years is \$26,020,066, or \$661,147 less than the increase in the resolution. Additionally, as shown in Table 1 above, DPH has spent \$25,339,242 through June 30, 2015, leaving a remaining authorized contract balance of \$703,823. Therefore, the Budget and Legislative Analyst recommends reducing the proposed resolution by \$1,364,970¹ for a new total not-to-exceed amount of \$51,359,308, as shown in Table 3 below.

¹ \$1,364,970 equals \$661,147 plus \$703,823

Table 3: Budget and Legislative Analyst Recommended Reduction

Actual Expenditures through June 30, 2015	\$25,339,242
FY 2015-16 Requested Amount	\$7,128,162
FY 2016-17 Requested Amount	8,052,020
FY 2017-18 Requested Amount	8,052,020
12% Contingency	2,787,864
<i>Subtotal Requested Funds</i>	<i>\$26,020,066</i>
Total Actual Expenditures and Requested Funds	\$51,359,308
Proposed Resolution	\$52,724,278
Recommended Reduction	(\$1,364,970)

RECOMMENDATIONS

1. Amend the proposed resolution to be retroactive to July 1, 2015.
2. Amend the proposed resolution to reduce the requested not-to-exceed amount by \$1,364,970 to \$51,359,308.
3. Approve the proposed resolution, as amended.



City and County of San Francisco

San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

RECEIVED
OFFICE OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
OCT 26 2015 11:17 AM
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October 26, 2015

Angela Calvillo, Clerk of the Board
Board of Supervisors
One Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find a proposed resolution for Board of Supervisors approval for an amendment to the Department of Public Health's contract with Addiction, Research and Treatment (ART) D.B.A. Bay Area Addiction Research and Treatment (BAART) to extend the contract term for three years, with corresponding increase in the total contract not-to-exceed amount, as shown in the resolution.

This contract amendment requires Board of Supervisors approval under San Francisco Charter Section 9.118, as it has already been approved by the Board and the proposed amendment exceeds \$500,000.

The following is a list of accompanying documents:

- o Proposed resolution
- o Previously approved resolution
- o Proposed third amendment
- o Original agreement, first amendment, and second amendment
- o Forms SFEC-126 for the Board of Supervisors and Mayor

The following person may be contacted regarding this matter: Jacquie Hale, Director, Office of Contracts Management and Compliance, Business Office, Department of Public Health, (415) 554-2609 (Jacquie.Hale@SFDPH.org).

Thank you for your time and consideration.

Sincerely,

Jacquie Hale
Director, Office of Contracts Management and Compliance
Department of Public Health Business Office

Cc: Michelle Ruggels, Director, Department of Public Health Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555
101 Grove Street, Room 307, San Francisco, CA 94102

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2015, in San Francisco, California, by and between **Addiction, Research and Treatment, Incorporated D.B.A. BAART, 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 extend the term of the Agreement and increase the Agreement compensation amount;

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

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2010** between Contractor and City, as amended by the:

First amendment, dated July 1, 2011, and
Second amendment, dated April 1, 2012, and
This Third Amendment.

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. 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. Section 2, Term of the Agreement currently reads as follows:

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

The City shall have at the sole discretion of exercise the following options to extend the Agreement term pursuant to RFP 06-2008, March 13, 2008.

Option 1	July 1, 2015 through June 30, 2016
Option 2	July 1, 2016 through June 30, 2017
Option 3	July 1, 2017 through June 30, 2018

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

Section 2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2018.

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

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 **Twenty Seven Million Two Hundred Nine Thousand Three Hundred Seventeen Dollars (\$27,209,317)**. 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:

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 **Fifty Two Million Seven Hundred Twenty Four Thousand Two Hundred Seventy Eight Dollars (\$52,724,278)**. 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.

- 2c. Sugar-Sweetened Beverage Prohibition.** Section 58 is hereby replaced in its entirety to read as follows:

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

- 2d. Insurance.** Section 15 is hereby replaced in its entirety to read as follows:

15. Insurance.

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

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

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

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

4) Blanket Fidelity Bond (Commercial Blanket Bond) with limits not less than the amount of the initial payment provided for in the Agreement; and

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. 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.

2e. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section. Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

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

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The

provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. 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's, 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.

2f. First Source Hiring Program. Section 45 is hereby replaced in its entirety to read as follows:

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.

2g. Appendix A, "Services to be Provided by the Contractor," dated 7/1/15 (i.e., July 1, 2015) is hereby added for fiscal year 2015/16.

2h. Appendices A-1, A-2, and A-3 dated 7/1/15 (i.e., July 1, 2015) are hereby added for fiscal year 2015/16.

2i. Appendix B, "Calculation of Charges," dated 7/1/15 (i.e., July 1, 2015) is hereby added for fiscal year 2015/16.

2j. Appendices B-1, B-2, and B-3 dated 7/1/15 (i.e., July 1, 2015) are hereby added for fiscal year 2015/16.

2k. Appendix D, "Additional Terms," dated 7/1/15 (i.e., July 1, 2015) is hereby added for fiscal year 2015/16.

2l. Appendix E, "Business Associate Addendum" dated 5/19/15 (i.e., May 19, 2015) is hereby added for fiscal year 2015/16.

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

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

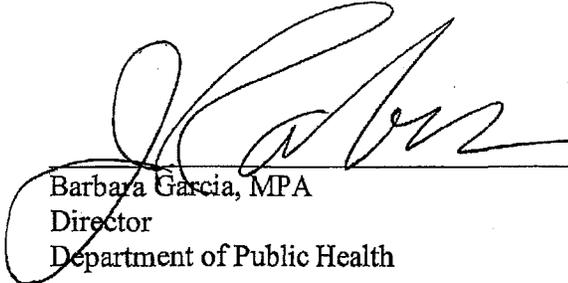
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

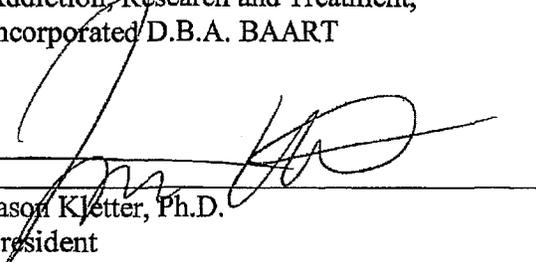
CITY

CONTRACTOR

Recommended by:

Addiction, Research and Treatment,
Incorporated D.B.A. BAART


Barbara Garcia, MPA
Director
Department of Public Health

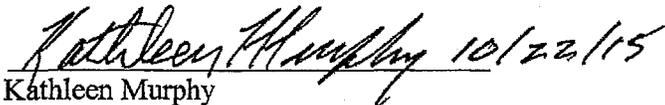

Jason Kletter, Ph.D.
President

City vendor number: 49728

Approved as to Form:

Dennis J. Herrera
City Attorney

By:


Kathleen Murphy
Deputy City Attorney

Approved:

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

Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Mario Hernandez**, 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.

For contracts for the provision of services at San Francisco General the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the San Francisco General Hospital performance improvement committees (PIPS and Quality Council).

The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy.

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

- (1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the 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.

J. Aerosol Transmissible Disease Program, Health and Safety:

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

protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. Patient Rights:

All applicable Patient Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Assurance:

Contractor agrees to develop and implement and Quality Assurance Plan based on internal standards established by Contractor applicable to the Services as follows:

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

P. Compliance with Grant Award Notices:

Contractor recognizes that funding for this Agreement is provided to the City through federal, state, or private foundation awards. Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

Contractor agrees that funds received by Contractor from a source other than the City to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the City and deducted by Contractor from its billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated

2. Description of Services

Appendix A-1: Turk Clinic

Appendix A-2: FACET Program

Appendix A-3: Market Clinic

1. Program Name: Addiction Research and Treatment

Program Address: 433 Turk Street,
City, State, Zip Code: San Francisco, 94102
Telephone: (415) 928-7800
Facsimile: (415) 928-3710
Program Code: 38114

2. Nature of Document (check one)

New **Renewal** **Modification**

3. Goal Statement

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

4. Target Population

This ART program targets San Francisco residents abusing and/or addicted to opioids.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve male, female and transgender adults
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Ethnic Background and language needs:** The program will serve individuals from all ethnic, racial, religious, and cultural backgrounds.
- **Sexual Orientation:** ART will serve individuals regardless of sexual orientation or gender identity.
- **Neighborhood:** The Turk Street Clinic target population includes particularly at-risk neighborhoods such as the Tenderloin, the Mission District and South of Market.
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

- **Economic Status:** The program will serve individuals from all levels of economic status.

5. Modality(ies)/Interventions

ART’s primary service function is **Methadone Maintenance (MMT)**. The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- Dosing - One dose of methadone either for clinic consumption or take-home.
- Counseling - One 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-12 members in size.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Dosing	205,916	682
Individual Counseling	106,392	682
Group Counseling	1,636	

Ancillary services include medical examinations, individual and group counseling. HIV, Hep C, and TB screenings and primary medical care are also offered on site.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Ancillary services	708	59

The ART program offers comprehensive opioid treatment for opioid dependent persons. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

6. Methodology

- A. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional

pamphlets, brochures and the BAART Programs website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.

- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Turk Street clinic, located at 433 Turk Street in San Francisco. The clinic is open for the dispensing of methadone 365 days per year. The Turk Street Clinic hours are Monday through Friday from 7:00 AM to 10:45AM and 12:00 PM to 2:30 PM, Saturday and Sunday from 8:00 AM to 12:00 PM and on Holidays from 9:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients.

Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Patient Retention

The Turk Street Clinic will receive \$21,237 in Private Pay Subsidy funds for the period from 7/01/15 through 6/30/16. These funds will be used to subsidize the treatment of the Non-MediCal patients in ART-Turk Clinic to improve patient retention.

Linkage

The Turk Street Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each

patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E.

STAFF POSITIONS	FTE
Clinic Director	0.631
Medical Director	0.936
Operations Director	0.637
Registered Nurse	0.608
Supervising Counselor	0.938
Supervising Dispensing Nurse	0.714
Nurse Practitioner	2.575
Facet Manger	0.469
Counselors	21.624
Lead Counselor	0.938
Dispensing Nurse	5.468
Intern	1.876
Internship Program Director	0.141
Medical Assistant	0.467
Receptionist	0.463
Security Guard	2.066
Total FTE:	40.551

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 15-16.

8. Continuous Quality Assurance and Improvement

For FY 15-16, the Continuous Quality Assurance and Improvement requirement will be addressed in the CBHS Declaration of Compliance

1. **Program Name:** ART-FACET
Program Address: 433 Turk Street
City, State, Zip Code: San Francisco, CA 94102
Telephone: (415) 928-7800
Facsimile: (415)-928-3710
Program Code: 38104

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

New **Renewal** **Modification**

3. **Goal Statement**

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions

4. **Target Population**

The FACET program targets pregnant and parenting San Francisco residents abusing and/ or addicted to opioids. The FACET Perinatal program includes opioid dependent women with children up to two years old.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve pregnant and postpartum females.
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, HCV, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

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

ART's primary service function is **Methadone Maintenance (MMT)**. The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols.

The FACET program offers comprehensive opioid treatment for opioid dependent pregnant women and mothers. In addition to medication, patients receive a complete medical

examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

One unit of service for a Narcotic Treatment Program is defined as follows:

- Dosing - One dose of methadone either for clinic consumption or take-home.
- Counseling - One 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-12 members in size.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Dosing	2,215	8
Individual Counseling	1,248	8
Group Counseling	19	

Ancillary services provided for FACET patients include medical examinations, parenting classes, nutritional education, nutritional supplements, individual and group counseling. HIV, HCV, and TB screenings and primary medical care are also offered on site.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Childcare	144	12
Medical/Pediatric	288	12
Educational/Nutritional	144	12
Parenting	504	12
Case Management	649	12

6. Methodology

- A. FACET staff maintains an active role on the San Francisco Perinatal Coordinating Council and participants in the San Francisco Perinatal Forum. ART depends primarily on word of mouth and referrals from community social service agencies for

recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAARTPROGRAMS website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.

- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for FACET admission include:

- Pregnant opioid dependent women
- Pregnant Persons with HIV infection
- Pregnant Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Pregnant Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Turk Street clinic is located at 433 Turk Street in San Francisco. The clinic is open for the dispensing of methadone 365 days per year. The Turk Street Clinic hours are Monday through Friday from 7:00 AM to 10:45AM and 12:00 PM to 2:30 PM, Saturday and Sunday from 8:00 AM to 12:00 PM and on Holidays from 9:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

FACET Program Description:

Facet offers comprehensive substance abuse and parenting services to pregnant and parenting opioid dependent women. Women who attend this program receive 1) methadone treatment to reduce physiological withdrawal symptoms from opioid addiction, 2) group and individual counseling, 3) parenting and perinatal training, 4) medical services, 5) weekly peer group sessions, and 6) weekly urine screenings for illicit substances.

Medical services include a complete health assessment upon entering the program (medical/social history, physical examination, laboratory tests, and PPD test and STD/HCV/HIV screenings), monthly visits with a licensed nutritionist, pre-natal visits and medical care coordination for the mother, newborn infant and children up to two years old.

In addition to standard MMT documentation, the FACET Coordinator maintains all prenatal records, delivery outcomes, APGAR scores, birth weights, weekly urinalysis results, and OB/GYN, multi-disciplinary team and Child Protective Services correspondence. The FACET Manager, in conjunction with the FACET Counselor act as the case manager for each FACET patient by locating and arranging for transitional, temporary and permanent housing as well as assisting with the acquisition of clothing, blankets, infant and child care supplies, and coordinating vocational and educational opportunities.

The ART FACET Program seeks to provide a recovery environment where a pregnant substance-abusing woman with special needs can access appropriate treatment services. It is the FACET philosophy that when a patient is met with a service oriented, non-judgmental, culturally sensitive, practical substance abuse treatment regimen that addresses self esteem, medical, and family needs, the most successful long term treatment outcomes occur.

FACET Augmentation includes services include additional parenting training and nutritional training for women up to 24 months postpartum. A childcare room is available on site for FACET patients to leave their children during dosing periods, counseling sessions, medical appointments, and group sessions. Although not a licensed day care program, FACET provides patients' children, five years and under, short-term adult supervision in a child friendly play area during clinic hours, Monday through Friday. Other services that are available to patients are medical and pediatric care, educational and nutritional classes, parenting and case management.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical

examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled weekly on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Linkage

The FACET team maintains and regularly updates a list of referral sources and close relationships with agencies providing psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E.

STAFF POSITIONS	FTE
Clinic Director	0.006
FACET Manager	0.500
Medical Director	0.050
Counselor	0.650
Dispensing Nurse	0.025
Supervising Dispensing Nurse	0.008
Receptionist	0.008
Security Guard	0.019
Child Care Worker	1.100
Total FTE:	2.366

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 15-16.

8. Continuous Quality Assurance and Improvement

For FY 15-16, the Continuous Quality Assurance and Improvement requirement will be addressed in the CBHS Declaration of Compliance

1. **Program Name:** ART- MARKET
Program Address: 1111 Market Street
City, State, Zip Code: San Francisco, 94103
Telephone: (415) 863-3883
Facsimile: (415) 863-7343
Program Code: 38124

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

New Renewal Modification

3. **Goal Statement**

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

4. **Target Population**

Target Population: ART programs target individuals abusing and/ or addicted to opioids.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve male, female and transgender adults
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, HCV, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

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

ART's primary service function is **Methadone Maintenance (MMT)**. The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- **Dosing -** One dose of methadone either for clinic consumption or take-home.
- **Counseling -** One 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-12 members in size.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Dosing	180,377	573
Individual Counseling	75,636	573
Group Counseling	1,374	573

Ancillary services including medical examinations, individual and group counseling are included. HIV, Hep C, and TB screenings and primary medical care are also offered on site.

Units of Service (UOS) Description	Units of Service	Unduplicated Clients (UDC)
Ancillary services	682	57

The ART program offers comprehensive opioid treatment for opioid dependent persons. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

6. Methodology

- A. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAART Programs website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.
- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Market Street clinic, located at 1111 Market Street in San Francisco, is open for the dispensing of methadone 365 days per year. The Market Street Clinic hours are Monday through Friday from 6:00 AM to 1:45 PM, Saturday and Sunday from 8:00 AM to 12:00 PM and on Holidays from 9:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

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The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process. Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Patient Retention

The Market Street Clinic will receive \$20,469 in Private Pay Subsidy funds for the period from 7/01/15 through 6/30/16. These funds will be used to subsidize the treatment of the Non-Medi-Cal patients in ART-Market Clinic to improve patient retention.

Linkage

The Market Street Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

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Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E.

STAFF POSITIONS	FTE
Clinic Director	0.610
Medical Director	0.914
Physician Assistant	0.559
Supervising Counselor	0.932
Lead Counselor	0.932
Operations Director	0.793
Supervising Dispensing Nurse	0.932
Nurse Practitioner	0.932
Internship Program Director	0.280
Interns	1.865
Counselors	15.198
Dispensing Nurse	4.895
Medical Assistant	0.314
Receptionist	1.064
Data Entry Clerk	0.746
Security Guard	1.553
Total FTE:	32.519

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 15-16.

8. Continuous Quality Assurance and Improvement

For FY 15-16, the Continuous Quality Assurance and Improvement requirement will be addressed in the CBHS Declaration of Compliance

**Appendix B
Calculation of Charges**

1. Method of Payment

Fee for Service. Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

Actual Cost. 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.

2. Program Budgets and Final Invoice

A. Budget Summary

- Appendix B-1: Turk Clinic
- Appendix B-2: FACET Program
- Appendix B-3: Market Clinic

- B.** Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$2,787,864** 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	Amount
July 1, 2010—December 31, 2010	\$2,430,173
January 1, 2011—June 30, 2011	\$2,430,172
July 1, 2012—June 30, 2012	\$4,858,422
July 1, 2012—June 30, 2013	\$4,951,218
July 1, 2013—June 30, 2014	\$5,079,923
July 1, 2014—June 30, 2015	\$6,954,304
July 1, 2015 – June 30, 2016	\$7,128,162
July 1, 2016 – June 30, 2017	\$8,052,020
July 1, 2017 – June 30, 2018	<u>\$8,052,020</u>
Subtotal	\$49,935,414
Contingency	<u>\$2,787,864</u>
TOTAL	\$52,724,278

- C. Contractor agrees to comply with its Program Budgets or 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. 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, CITY agrees to make an initial payment to the CONTRACTOR of One Million Dollars (\$1,000,000). CONTRACTOR agrees that a reduction shall be made from monthly payments to CONTRACTOR equal to one tenth (1/10) of the initial payment for the period of September 1, 2015 through June 30, 2016. Any termination of this Agreement, whether for cause or convenience, will result in the total outstanding amount of the advance being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.
- E. **Fee for Service.** 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 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 the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.
- F. **Actual Cost.** 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.

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number: <u>N/A</u>		Prepared By/Phone #: <u>Elaine Lam (415) 552-7914 Ext 323</u>			Appendix: <u>B, page 3</u>	
Contractor Name: <u>Addiction Research & Treatment</u>					Fiscal Year: <u>2015-16</u>	
Contract CMS #: <u>6961</u>					Document Date: <u>07/01/15</u>	
Contract Appendix Number:	B-1	B-2	B-3			
Appendix A/Program Name:	Turk Street	FACET	Market Street			
Provider Number:	383811	383810	383812			
Program Code:	38114	38104	38124			
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16			TOTAL
FUNDING USES						
Salaries & Employee Benefits:	2,588,077	156,544	2,096,003			4,840,624
Operating Expenses:	721,880	35,469	600,429			1,357,778
Capital Expenses:	-	-	-			-
Subtotal Direct Expenses:	3,309,957	192,013	2,696,432	-	-	6,198,402
Indirect Expenses:	496,494	28,801	404,465			929,760
Indirect %:	15%	15%	15%			15%
TOTAL FUNDING USES	3,806,451	220,814	3,100,897	-	-	7,128,162
					Employee Fringe Benefits %:	26%
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES						
SA FED - Drug Medi-Cal, CFDA #93.778	1,782,611		1,448,648			3,231,259
SA FED - Perinatal Drug Medi-Cal, CFDA #93.778		28,304				28,304
SA STATE - PSR Drug Medi-Cal	1,782,611		1,448,648			3,231,259
SA STATE - PSR Perinatal Drug Medi-Cal		28,304				28,304
SA STATE - PSR Non Drug Medi-Cal		123,765				123,765
SA COUNTY - General Fund	241,229	40,441	203,601			485,271
						-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	3,806,451	220,814	3,100,897	-	-	7,128,162
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	3,806,451	220,814	3,100,897	-	-	7,128,162
NON-DPH FUNDING SOURCES						
						-
						-
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	3,806,451	220,814	3,100,897	-	-	7,128,162

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

Contractor Name: Addiction Research & Treatment
 Provider Name: Addiction Research & Treatment - Turk Street
 Provider Number: 383811

Appendix: B-1 page 1
 Fiscal Year: 2015-16
 Document Date: 07/01/15

Program Name:	ART Turk Street								
Program Code:	38114	38114	38114	38114	38114	38114	38114	N/A	
Mode/SFC (MH) or Modality (SA):	NTP-48	Anc-68							
Service Description:	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Ancillary Svcs Case Mgmt							
Service Description Detail:	Dosing	Individual Counseling	Group Counseling	Dosing	Individual Counseling	Group Counseling	Group Counseling	Non-DMC NTP Subsidy	
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	TOTAL
FUNDING USES									
Salaries & Employee Benefits:	1,447,657	974,544	1,870	90,543	58,828	201	14,434		2,588,077
Operating Expenses:	480,549	193,390	2,182	29,670	12,011	45	4,033		721,880
Capital Expenses:	-	-	-	-	-	-	-	-	-
Subtotal Direct Expenses:	1,928,206	1,167,934	4,052	120,213	70,839	246	18,467	-	3,309,957
Indirect Expenses:	289,232	175,190	608	18,032	10,626	36	2,770		496,494
TOTAL FUNDING USES:	2,217,438	1,343,124	4,660	138,245	81,465	282	21,237	-	3,806,451
BHS MENTAL HEALTH FUNDING SOURCES									-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES									-
BHS SUBSTANCE ABUSE FUNDING SOURCES	Index Code								
SA FED - Drug Medi-Cal, CFDA #93.778	HMHSCRES227	1,108,719	671,562	2,330					1,782,611
SA STATE - PSR Drug Medi-Cal	HMHSCRES227	1,108,719	671,562	2,330					1,782,611
SA COUNTY - General Fund	HMHSCRES227				138,245	81,465	282	21,237	241,229
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		2,217,438	1,343,124	4,660	138,245	81,465	282	21,237	3,806,451
OTHER DPH FUNDING SOURCES									-
TOTAL OTHER DPH FUNDING SOURCES									-
TOTAL DPH FUNDING SOURCES		2,217,438	1,343,124	4,660	138,245	81,465	282	21,237	3,806,451
NON-DPH FUNDING SOURCES									-
TOTAL NON-DPH FUNDING SOURCES									-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,217,438	1,343,124	4,660	138,245	81,465	282	21,237	3,806,451
BHS UNITS OF SERVICE AND UNIT COST									
Number of Beds Purchased (if applicable):									
SA Only - Non-Res 33 - ODF # of Group Sessions (classes):									
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program:	830	830	830	830	830	830	830	830	
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS							
DPH Units of Service:	193,832	100,308	1,543	12,084	6,084	93	708		
Unit Type:	Slot Days	Staff Hour							
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	11.44	13.39	3.02	11.44	13.39	3.02	30.00		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	11.44	13.39	3.02	11.44	13.39	3.02	30.00		
Published Rate (Medi-Cal Providers Only):	17.00	31.00	7.00	N/A	N/A	N/A	N/A		Total UDC
Unduplicated Clients (UDC):	643	643	643	39	39	39	59		682

DPH 3: Salaries & Benefits Detail

Contractor Name: Addiction Research & Treatment
 Program Name: ART Turk Street

Appendix: B-1 Page 2
 Document Date: 07/01/15

Position Title	TOTAL		Fed Drug Med-Cal, State PSR DMC & County General Fund HMHSCRES227									
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Security Guard	0.63	18,308	0.63	18,308								
Security Guard	0.93	27,048	0.93	27,048								
Security Guard	0.50	14,643	0.50	14,643								
Receptionist	0.46	12,977	0.46	12,977								
Operations Director	0.64	43,752	0.64	43,752								
Clinic Director	0.63	59,642	0.63	59,642								
Counselor - Maintenance	0.94	50,018	0.94	50,018								
Counselor - Maintenance	0.94	46,889	0.94	46,889								
Counselor - Maintenance	0.94	44,942	0.94	44,942								
Counselor - Maintenance	0.94	43,954	0.94	43,954								
Counselor - Maintenance	0.94	45,830	0.94	45,830								
Counselor - Maintenance	0.94	35,343	0.94	35,343								
Counselor - Maintenance	0.94	39,735	0.94	39,735								
Counselor - Maintenance	0.94	38,982	0.94	38,982								
Counselor - Maintenance	0.94	41,264	0.94	41,264								
Counselor - Maintenance	0.94	38,062	0.94	38,062								
Counselor - Maintenance	0.94	38,062	0.94	38,062								
Counselor - Maintenance	0.94	37,904	0.94	37,904								
Counselor - Maintenance	0.94	39,698	0.94	39,698								
Counselor - Maintenance	0.94	38,788	0.94	38,788								
Counselor - Maintenance	0.94	35,703	0.94	35,703								
Counselor - Maintenance	0.94	35,343	0.94	35,343								
Counselor - Maintenance	0.94	35,343	0.94	35,343								
Counselor - Maintenance	0.94	34,663	0.94	34,663								
Counselor - Maintenance	0.94	35,893	0.94	35,893								
Counselor - Maintenance	0.94	35,650	0.94	35,650								
Counselor - Maintenance	0.94	35,343	0.94	35,343								
Counselor - Maintenance	0.94	38,898	0.94	38,898								
Counselor - Maintenance	0.66	25,828	0.66	25,828								
Lead Counselor	0.94	45,275	0.94	45,275								
Supervising Counselor	0.94	63,403	0.94	63,403								
Dispensing Nurse	0.73	32,071	0.73	32,071								
Dispensing Nurse	0.73	32,379	0.73	32,379								
Dispensing Nurse	0.84	38,589	0.84	38,589								
Dispensing Nurse	0.84	37,140	0.84	37,140								
Dispensing Nurse	0.70	30,587	0.70	30,587								
Dispensing Nurse	0.81	39,946	0.81	39,946								
Dispensing Nurse	0.81	48,987	0.81	48,987								
Supervising Dispensing Nurse	0.71	35,896	0.71	35,896								
Registered Nurse	0.61	40,873	0.61	40,873								
Medical Assistant	0.47	14,012	0.47	14,012								
Medical Director	0.75	152,229	0.75	152,229								
Medical Director	0.19	38,171	0.19	38,171								
Nurse Practitioner	0.80	78,617	0.80	78,617								
Nurse Practitioner	0.84	77,195	0.84	77,195								
Nurse Practitioner	0.94	87,357	0.94	87,357								
Counselor- FACET	0.33	13,269	0.33	13,269								
Facet Manager	0.47	44,634	0.47	44,634								
Internship Program Director	0.14	12,779	0.14	12,779								
INTERN	0.47	5,628	0.47	5,628								
INTERN	0.47	5,628	0.47	5,628								
INTERN	0.47	5,628	0.47	5,628								
INTERN	0.47	5,628	0.47	5,628								
Totals:	40.55	2,053,426	40.55	2,053,426	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	26%	534,651	26%	534,651								
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TOTAL SALARIES & BENEFITS		2,588,077		2,588,077		-		-		-		-
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DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name: Addiction Research & Treatment

Provider Name: Addiction Research & Treatment - Family Addiction Center for Education and Treatment (FACET)

Provider Number: 383810

Appendix: B-2 page 1

Fiscal Year: 2015-16

Document Date: 07/01/15

Program Name:	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	
Program Code:	38104	38104	38104	N/A	N/A	N/A	N/A	N/A	N/A	
Mode/SFC (MH) or Modality (SA):	NTP-48	NTP-48	NTP-48	Anc-68	Anc-68	Anc-68	Anc-68	Anc-68	Anc-68	
Service Description:	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Ancillary Svcs Case Mgmt						
Service Description Detail:	Dosing	Individual Counseling	Group Counseling	Childcare	Medical/ Pediatric	Educational & Nutritional	Parenting	Case Mgmt	Case Mgmt	
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	TOTAL
FUNDING USES										
Salaries & Employee Benefits:	20,830	19,222	79	37,500	35,849	4,335	16,903	21,826	156,544	
Operating Expenses:	5,323	3,752	18	8,832	8,228	924	3,695	4,697	35,469	
Capital Expenses:	-	-	-	-	-	-	-	-	-	
Subtotal Direct Expenses:	26,153	22,974	97	46,332	44,077	5,259	20,598	26,523	192,013	
Indirect Expenses:	3,923	3,446	15	6,949	6,611	789	3,090	3,978	28,801	
TOTAL FUNDING USES:	30,076	26,420	112	53,281	50,688	6,048	23,688	30,501	220,814	
BHS MENTAL HEALTH FUNDING SOURCES										
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-	-	-	-	
BHS SUBSTANCE ABUSE FUNDING SOURCES										
Index Code:										
SA FED - Perinatal Drug Medi-Cal, CFDA #93.778	HMHSCCRES227	15,038	13,210	56					28,304	
SA STATE - PSR Perinatal Drug Medi-Cal	HMHSCCRES227	15,038	13,210	56					28,304	
SA STATE - PSR Non Drug Medi-Cal	HMHSCCRES227				40,159	38,204	4,558	17,854	123,765	
SA COUNTY - General Fund	HMHSCCRES227				13,122	12,484	1,490	5,834	40,441	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		30,076	26,420	112	53,281	50,688	6,048	23,688	30,501	220,814
OTHER DPH FUNDING SOURCES										
TOTAL OTHER DPH FUNDING SOURCES										
TOTAL DPH FUNDING SOURCES		30,076	26,420	112	53,281	50,688	6,048	23,688	30,501	220,814
NON-DPH FUNDING SOURCES										
TOTAL NON-DPH FUNDING SOURCES										
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		30,076	26,420	112	53,281	50,688	6,048	23,688	30,501	220,814
BHS UNITS OF SERVICE AND UNIT COST										
Number of Beds Purchased (if applicable):										
SA Only - Non-Res 33 - ODF # of Group Sessions (classes):										
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program:	20	20	20							
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS	FFS	FFS	FFS	FFS	FFS	
DPH Units of Service:	2,215	1,248	19	144	288	144	504	649		
Unit Type:	Slot Days	Slot Days	Slot Days	Staff Hour						
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	13.58	21.17	5.79	370.00	176.00	42.00	47.00	47.00		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	13.58	21.17	5.79	370.00	176.00	42.00	47.00	47.00		
Published Rate (Medi-Cal Providers Only):	20.00	31.00	10.00							
Unduplicated Clients (UDC):	8	8	8	12	12	12	12	12	12	20

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

Contractor Name: <u>Addiction Research & Treatment</u>								Appendix: <u>B-3 page 1</u>
Provider Name: <u>Addiction Research & Treatment - Market Street</u>								Fiscal Year: <u>2015-16</u>
Provider Number: <u>383812</u>								Document Date: <u>07/01/15</u>
Program Name:	ART Market Street							
Program Code:	38124	38124	38124	38124	38124	38124	N/A	
Mode/SFC (MH) or Modality (SA):	NTP-48	NTP-48	NTP-48	NTP-48	NTP-48	NTP-48	Anc-68	
Service Description:	SA-Narcotic Tx Narc Replacement Therapy All Svcs	SA-Ancillary Svcs Case Mgmt						
Service Description Detail:	Dosing	Individual Counseling	Group Counseling	Dosing	Individual Counseling	Group Counseling	Non-DMC NTP Subsidy	
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	TOTAL
FUNDING USES								
Salaries & Employee Benefits:	1,275,588	679,997	2,790	80,401	43,213	178	13,836	2,096,003
Operating Expenses:	411,993	148,413	607	26,374	9,043	36	3,963	600,429
Capital Expenses:	-	-	-	-	-	-	-	-
Subtotal Direct Expenses:	1,687,581	828,410	3,397	106,775	52,256	214	17,799	2,696,432
Indirect Expenses:	253,137	124,262	509	16,017	7,838	32	2,670	404,465
TOTAL FUNDING USES:	1,940,718	952,672	3,906	122,792	60,094	246	20,469	3,100,897
BHS MENTAL HEALTH FUNDING SOURCES								
TOTAL BHS MENTAL HEALTH FUNDING SOURCES								
BHS SUBSTANCE ABUSE FUNDING SOURCES	Index Code							
SA FED - Drug Medi-Cal, CFDA #93.778	HMHSACCRES227	970,359	476,336	1,953				1,448,648
SA STATE - PSR Drug Medi-Cal	HMHSACCRES227	970,359	476,336	1,953				1,448,648
SA COUNTY - General Fund	HMHSACCRES227				122,792	60,094	246	203,601
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		1,940,718	952,672	3,906	122,792	60,094	246	3,100,897
OTHER DPH FUNDING SOURCES								
TOTAL OTHER DPH FUNDING SOURCES								
TOTAL DPH FUNDING SOURCES		1,940,718	952,672	3,906	122,792	60,094	246	3,100,897
NON-DPH FUNDING SOURCES								
TOTAL NON-DPH FUNDING SOURCES								
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,940,718	952,672	3,906	122,792	60,094	246	3,100,897
BHS UNITS OF SERVICE AND UNIT COST								
Number of Beds Purchased (if applicable):								
SA Only - Non-Res 33 - ODF # of Group Sessions (classes):								
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program:	700	700	700	700	700	700	700	
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS							
DPH Units of Service:	169,643	71,148	1,293	10,734	4,488	81	682	
Unit Type:	Slot Days	Staff Hour						
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	11.44	13.39	3.02	11.44	13.39	3.02	30.00	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	11.44	13.39	3.02	11.44	13.39	3.02	30.00	
Published Rate (Medi-Cal Providers Only):	17.00	31.00	7.00					Total UDC
Unduplicated Clients (UDC):	539	539	539	34	34	34	57	573

DPH 3: Salaries & Benefits Detail

Contractor Name: Addiction Research & Treatment
 Program Name: ART Market Street

Appendix: B-3 page 2
 Document Date: 07/01/15

Position Title	TOTAL		Fed Drug Medi-Cal, State PSR DMC & County General Fund HMHSCCRES227									
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Data Entry Clerk	0.75	20,908	0.75	20,908								
Receptionist	0.22	6,177	0.22	6,177								
Receptionist	0.84	25,061	0.84	25,061								
Security Guard	0.84	28,154	0.84	28,154								
Security Guard	0.71	19,897	0.71	19,897								
Internship Program Director	0.28	25,401	0.28	25,401								
Clinic Director	0.61	47,844	0.61	47,844								
Counselor - Maintenance	0.93	40,531	0.93	40,531								
Counselor - Maintenance	0.93	33,776	0.93	33,776								
Counselor - Maintenance	0.93	37,829	0.93	37,829								
Counselor - Maintenance	0.56	33,594	0.56	33,594								
Counselor - Maintenance	0.93	51,558	0.93	51,558								
Counselor - Maintenance	0.93	39,180	0.93	39,180								
Counselor - Maintenance	0.93	37,829	0.93	37,829								
Counselor - Maintenance	0.93	37,829	0.93	37,829								
Counselor - Maintenance	0.93	48,000	0.93	48,000								
Counselor - Maintenance	0.93	39,180	0.93	39,180								
Counselor - Maintenance	0.19	6,755	0.19	6,755								
Counselor - Maintenance	0.47	18,737	0.47	18,737								
Counselor - Maintenance	0.93	40,505	0.93	40,505								
Counselor - Maintenance	0.93	36,574	0.93	36,574								
Counselor - Maintenance	0.93	46,074	0.93	46,074								
Counselor - Maintenance	0.93	39,180	0.93	39,180								
Counselor - Maintenance	0.93	37,829	0.93	37,829								
Counselor - Maintenance	0.93	37,970	0.93	37,970								
Lead Counselor-Maintenance	0.93	53,693	0.93	53,693								
Operations Director	0.79	46,755	0.79	46,755								
Supervising Counselor	0.93	57,881	0.93	57,881								
Dispensing Nurse	0.89	39,696	0.89	39,696								
Dispensing Nurse	0.93	42,979	0.93	42,979								
Dispensing Nurse	0.65	29,722	0.65	29,722								
Dispensing Nurse	0.61	27,033	0.61	27,033								
Dispensing Nurse	0.89	51,385	0.89	51,385								
Dispensing Nurse	0.93	59,385	0.93	59,385								
Supervising Nurse	0.93	75,494	0.93	75,494								
Medical Assistant	0.31	12,728	0.31	12,728								
Medical Director	0.54	108,471	0.54	108,471								
Physician Assistant	0.56	59,140	0.56	59,140								
Nurse Practitioner	0.93	85,472	0.93	85,472								
Medical Director	0.37	74,524	0.37	74,524								
INTERN	0.47	1,399	0.47	1,399								
INTERN	0.47	1,399	0.47	1,399								
INTERN	0.47	1,399	0.47	1,399								
INTERN	0.47	1,399	0.47	1,399								
Totals:	32.52	1,666,326	32.52	1,666,326	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	26%	429,677	26%	429,677								
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TOTAL SALARIES & BENEFITS		2,096,003		2,096,003								
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DPH 4: Operating Expenses Detail

Contractor Name: Addiction Research & Treatment
 Program Name: ART Market Street

Appendix: B-3 page 3
 Document Date: 07/01/15

Expenditure Category	TOTAL	Fed Drug Medi-Cal, State PSR DMC & County General Fund HMHSCRES227				
Term:	07/01/15-06/30/16	07/01/15-06/30/16				
Occupancy:						
Rent	247,408	247,408				
Utilities (Telephone, Electricity, Water, Gas)	70,754	70,754				
Building Repair/Maintenance	19,411	19,411				
Materials & Supplies:						
Office Supplies	6,763	6,763				
Photocopying	-	-				
Printing	2,430	2,430				
Program Supplies	97,397	97,397				
Computer Hardware/Software	7,542	7,542				
General Operating:						
Training/Staff Development	3,008	3,008				
Insurance	20,378	20,378				
Professional License	-	-				
Permits	42,405	42,405				
Equipment Lease & Maintenance	16,218	16,218				
Staff Travel:						
Local Travel	345	345				
Out-of-Town Travel	11,705	11,705				
Field Expenses	-	-				
Consultant/Subcontractor:						
	-	-				
	-	-				
	-	-				
	-	-				
Other:						
Laboratory Analysis	53,122	53,122				
Subscription	1,543	1,543				
	-	-				
	-	-				
	-	-				
	-	-				
TOTAL OPERATING EXPENSE	600,429	600,429				

DPH 6: Contract-Wide Indirect Detail

Contractor Name: Addiction Research & Treatment

Fiscal Year: 2015-16

Document Date: 07/01/15

page 1 of 1

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Senior Mgmt	0.46	76,302
Admin Staff	3.34	161,999
IT Staff	1.00	104,557
Fiscal Staff (AP, AR, Billing, GL)	3.82	237,696
TOTAL SALARIES		580,554
EMPLOYEE FRINGE BENEFITS	22%	128,249
TOTAL SALARIES & BENEFITS		708,803

2. OPERATING COSTS

Expenditure Category	Amount
Facility Rental & related expenses	50,225
Equipment Rental, Repairs & Maintenance	15,175
Office Supplies, Printing	11,766
Insurance	1,112
Audit & Tax Preparation	79,093
Business Tax	16,325
Training	2,261
Staff Travel	8,958
Electronic Data Processing	21,572
Advertising	1,005
Subscriptions	413
Bank Charges	4,679
Commuter Check Processing Fees & Employee Rewards	8,373
TOTAL OPERATING COSTS	220,957

TOTAL INDIRECT COSTS

929,760

(Salaries & Benefits + Operating Costs)

**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
Business Associate Agreement



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 of 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
Office telephone: 415-554-2787
Confidential Privacy Hotline (Toll-Free): 1-855-729-6040
Confidential Compliance Hotline: 415-642-5790



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2015

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

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

PRODUCER Krauter & Company, LLC 150 Spear St, Suite 800 San Francisco CA 94105	CONTACT NAME: Whitney Evans PHONE (A/C. No. Ext): 415-944-3051 E-MAIL ADDRESS: wevans@krautergroup.com	FAX (A/C. No.): 415-384-6669
	INSURER(S) AFFORDING COVERAGE	
INSURED BAART00-01 Addiction Research & Treatment, Inc. 1145 Market Street 10th Floor San Francisco CA 94103	INSURER A: Arch Insurance Company	
	INSURER B: Berkshire Hathaway Homestate Ins. C	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1387544575** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex. Misconduct \$1M/occ. \$2M/pol GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		NTPKG0081203	4/1/2015	4/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		NTAUT0031603	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000			NTUMB0047400	8/26/2015	4/1/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	ADWC602718	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A A	Professional Liability Professional Liability Professional Liability			NTPKG0081203 NTPKG0081203 NTPKG0081203	4/1/2015 4/1/2015 4/1/2015	4/1/2016 4/1/2016 4/1/2016	Aggregate 3,000,000 Each Incident 1,000,000 Retroactive Date 03/01/2002

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

Additional Coverage:
 Crime Policy #01-420-24-74
 06-30-15 to 08-13-16
 AIG Specialty Insurance Company
 \$1,000,000 per occurrence Limit
 \$25,000 Deductible
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco
 Contracts Division
 1380 Howard St, 4th Floor
 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

Linda Wright

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ADDITIONAL REMARKS SCHEDULE

AGENCY Krauter & Company, LLC		NAMED INSURED Addiction Research & Treatment, Inc. 1145 Market Street 10th Floor San Francisco CA 94103	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Certificate Holder and all parties required by written contract are included as Additional Insured in regards to the General and Auto Liability policy as required by written contract. Coverage shall be primary and non-contributory over any other valid form of collectible insurance of the Additional Insureds as required by written contract.
Certificate Holder = The City & County of San Francisco, its officers, agents and employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1. TEMPORARY SUBSTITUTE AUTOS PHYSICAL DAMAGE

The following is added to **Section I – Covered Autos**:

D. Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form for an "auto" you own and that covered "auto" is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction

Then in that event, Physical Damage Coverage is provided for an "auto" you do not own while it is being used with the permission of its owner as a temporary substitute "auto" for the out of service covered "auto". We will pay the owner for "loss" to the temporary substitute "auto". This insurance covers the interest of the owner unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

2. EMPLOYEES OR VOLUNTEER WORKERS AS INSURED

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Liability Coverage**:

d. Your "employee" or "volunteer worker" while using a covered "auto" you do not own, hire or borrow while performing duties related to the conduct of your business.

This insurance shall be excess over any other valid and collectible insurance.

3. BOARD MEMBERS

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Liability Coverage**:

e. Your elected or appointed board members while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnishes that "auto" is also an "insured".

This insurance shall be excess over any other valid and collectible insurance.

4. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Liability Coverage**:

f. Any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use

of a covered "auto". This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage".

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

g. A "Funding Source" being any person or organization with respect to their liability arising out of their financial control of you.

5. EMPLOYEE HIRED AUTOS - LIABILITY

The following is added to Paragraph A.1. **Who Is An Insured of Section II – Liability Coverage:**

h. An "employee", an elected or appointed official of yours, or a commissioner, officer or member of your commissions, authorities, boards or agencies while operating a covered "auto" hired or rented under a written contract or agreement in the name of that "employee" or elected or appointed official, with your permission, while performing duties related to the conduct of your business.

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

6. SUPPLEMENTARY PAYMENTS

Paragraphs a.(2) and a.(4) of **Supplementary Payments** in Paragraph A.2. **Coverage Extensions of Section II – Liability Coverage** are replaced by the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$400 per day because of time off from work.

7. TOWING AND GLASS BREAKAGE

Paragraph A.2. **Towing of Section III – Physical Damage Coverage** is replaced by the following:

2. Towing

We will pay up to \$250 per disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

Paragraph A.3. **Glass Breakage of Section III – Physical Damage Coverage** is replaced by the following:

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage without application of a deductible:

- a. Glass breakage; or
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

L) ADDITIONAL INSURED – FUNDING SOURCE

Under SECTION II – WHO IS AN INSURED the following is added:

- 2) Any person or organization with respect to their liability arising out of:
 - a) Their financial control of you; or
 - b) Premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under SECTION II – WHO IS AN INSURED the following is added:

- 1.f. Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b) Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and
 - b) executed prior to the "bodily injury," "property damage," "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
 - a) This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
 - b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE, is amended as follows:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
- c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V - DEFINITIONS is amended by adding the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

1) This insurance applies to your legal liability for "bodily injury," "property damage," and "personal and advertising injury" arising out of all your managed, operated or sponsored special events WITH THE FOLLOWING EXCEPTIONS:

- a) Events involving aircraft
- b) Events involving automobile or motorcycle races or rallies
- c) Events involving fireworks
- d) Events involving firearms
- e) Events involving live animals, excluding domestic pets
- f) Carnivals and fairs with mechanical rides
- g) Any event lasting more than three (3) days (including otherwise acceptable events)
- h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Coverage may be provided by endorsement issued by us and made part of this Coverage Part, and subject to an additional premium charge.

Q) NON-OWNED WATERCRAFT

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2. Exclusions, paragraph g.(2) is amended to read as follows:

(2) A watercraft you do not own that is:

- a) Less than 65 feet long, and
- b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised in writing, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets our underwriting criteria regarding such waivers, we will waive our right. However, we reserve the right to charge additional premium or to limit the terms and conditions of such waiver.

S) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of April 1, 2012, in San Francisco, California, by and between **Addiction, Research and Treatment, Incorporated dba BAART, 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 extend the contract period, increase the contract amount, and update standard contractual clauses;

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

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2010 from the RFP 06-2008, dated March 13, 2008, Contract Numbers BPHM11000077 and DPHM11000343 between Contractor and City, as amended by

First Amendment dated July 1, 2011, Contract Numbers BPHM11000077 and DPHM12000026 and This Second Amendment.

1b. 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 currently reads as follows.

2. Term of the Agreement

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

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

2. Term of the Agreement

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

The City shall have the sole discretion to exercise the following options to extend the Agreement term pursuant to RFP 06-2008, March 13, 2008.

Option 1	July 1, 2015 through June 30, 2016
Option 2	July 1, 2016 through June 30, 2017
Option 3	July 1, 2017 through June 30, 2018

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 **Nine Million Nine Hundred Ninety Thousand Dollars (\$9,990,000)**. 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 **Twenty Seven Million Two Hundred Nine Thousand Three Hundred Seventeen Dollars (\$27,209,317)**. 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.

2c. Appendix A, Services to be Provided by Contractor dated 07/01/2011 (i.e., July 1, 2011) is hereby deleted and Appendix A Services to be Provided by Contractor dated 04/01/2012 (i.e., April 1, 2012) is substituted, attached hereto and incorporated by reference.

2d. Appendix B, Calculation of Charges dated 07/01/2011 (i.e., July 1, 2011) is hereby deleted and Appendix B Calculation of Charges dated 04/01/2012 (i.e., April 1, 2012) is substituted, attached hereto and incorporated by reference.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2011.

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

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

I. **Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Mario Hernandez, Contract Administrator for the City, or his designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as

"DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the 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.

J. 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."

K. Client Fees and Third Party Revenue:

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

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

L. Billing and Information System

CONTRACTOR agrees to participate in the CITY'S Community Behavioral Health Services (CBHS) Billing and Information System (BIS) and to follow data reporting procedures set forth by the CBHS BIS and Quality Improvement Units.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

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

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

P. Working Trial Balance with Year-End Cost Report

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

Q. Harm Reduction

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

R. Compliance with Community Behavioral Health Services Policies and Procedures

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

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

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 ART Turk Clinic: Drug MediCal Non-Perinatal/Private Pay Subsidy

Appendix A-2 FACET Drug MediCal Perinatal/FACET Augmentation

Appendix A-3: ART Market Clinic: Drug MediCal Non-Peri-natal/Private Pay Subsidy/PAES

1. **Program Name:** Addiction Research and Treatment
Program Address : 433 Turk Street,
City, State, Zip Code: San Francisco, 94102
Telephone: (415) 928-7800
Facsimile: (415) -928-3710
Program Code : 38114

2. **Nature of Document**

New Renewal Modification

3. **Goal Statement**

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

4. **Target Population**

This ART program targets San Francisco residents abusing and/or addicted to opioids.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve male, female and transgender adults
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Ethnic Background and language needs:** The program will serve individuals from all ethnic, racial, religious, and cultural backgrounds.
- **Sexual Orientation:** ART will serve individuals regardless of sexual orientation or gender identity.
- **Neighborhood:** The Geary Street Clinic target population includes particularly at-risk neighborhoods such as the Tenderloin, the Mission District and South of Market.
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.
- **Economic Status:** The program will serve individuals from all levels of economic status.

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

ART's primary service function is **Methadone Maintenance (MMT)**. The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- **Dosing** - One dose of methadone either for clinic consumption or take-home.
- **Counseling** - One 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-10 members in size.

Ancillary services including medical examinations, individual and group counseling. HIV, Hep C, and TB screenings and primary medical care are also offered on site.

The ART program offers comprehensive opioid treatment for opioid dependent persons. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

6. Methodology

- A. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAART Programs website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free, educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.
- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Turk Street clinic, located at 433 Turk Street in San Francisco. The clinic is open for the dispensing of methadone 365 days per year. The Turk Street Clinic hours are Monday through Friday from 7:00 AM to 10:45 AM and 12:00 PM to 2:45 PM, Saturday and Sunday from 9:00 AM to 12:00 PM and on Holidays from 8:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-

risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an ongoing basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Patient Retention

The Turk Street Clinic will receive \$19,718 in Private Pay Subsidy funds for the period from 7/01/11 through 6/30/12. These funds will be used to subsidize the treatment of the Non-Medical patients in ART-Turk Clinic to improve patient retention.

Linkage

The Turk Street Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;

- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E. Staffing

Please see Appendix B for staffing.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 11-12.

8. Continuous Quality Assurance and Improvement

For FY 11-12, the Continuous Quality Assurance and Improvement requirement will be addressed in the CBHS Declaration of Compliance

1. **Program Name:** ART-FACET
Program Address: 433 Turk Street
City, State, Zip Code: San Francisco, 94102
Telephone: (415) 928-7800
Facsimile: (415)-928-3710
Program Code: 38104

2. **Nature of Document**

New **Renewal** **Modification**

3. **Goal Statement**

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions

4. **Target Population**

The FACET program targets pregnant and parenting San Francisco residents abusing and/or addicted to opioids. The FACET Perinatal program includes opioid dependent women with children up to two years old.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve pregnant and 60 day postpartum females.
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, HCV, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

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

ART's primary service function is **Methadone Maintenance (MMT)**. The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols.

The FACET program offers comprehensive opioid treatment for opioid dependent pregnant women and mothers. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

One unit of service for a Narcotic Treatment Program is defined as follows:

- **Dosing** - One dose of methadone either for clinic consumption or take-home.
- **Counseling** - One 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-10 members in size.

Ancillary services provided for FACET patients include medical examinations, parenting classes, nutritional education, nutritional supplements, individual and group counseling. HIV, HCV, and TB screenings and primary medical care are also offered on site.

6. Methodology

- A. FACET staff maintains an active role on the San Francisco Perinatal Coordinating Council and participants in the San Francisco Perinatal Forum. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAARTPROGRAMS website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.
- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for FACET admission include:

- Pregnant opioid dependent women
 - Pregnant Persons with HIV infection
 - Pregnant Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
 - Pregnant Persons with serious endocarditis, septic arthritis, or other medical problems
- C. The Turk Street clinic is located at 433 Turk Street in San Francisco. The clinic is open for the dispensing of methadone 365 days per year. The Turk Street Clinic hours are Monday through Friday from 7:00 AM to 10:45AM and 12:00 PM to 2:45 PM, Saturday and Sunday from 9:00 AM to 12:00 PM and on Holidays from 8:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

FACET Program Description:

Facet offers comprehensive substance abuse and parenting services to pregnant and parenting opioid dependent women. Women who attend this program receive 1.) methadone treatment to reduce physiological withdrawal symptoms from opioid addiction, 2.) group and individual counseling, 3.) parenting and perinatal training, and 4.) medical services 5.) weekly peer group sessions, and 6.) weekly urine screenings for illicit substances.

Medical services include a complete health assessment upon entering the program (medical/social history, physical examination, laboratory tests, and PPD test and STD/HCV/HIV screenings), monthly visits with a licensed nutritionist, pre-natal visits and medical care coordination for the mother, newborn infant and children up to two years old.

In addition to standard MMT documentation, the FACET Coordinator maintains all prenatal records, delivery outcomes, APGAR scores, birth weights, weekly urinalysis results, and OB/GYN, multi-disciplinary team and Child Protective Services correspondence. The FACET Coordinator acts as the case manager for each FACET patient by locating and arranging for transitional, temporary and permanent housing as well as assisting with the acquisition of clothing, blankets, infant and child care supplies, and coordinating vocational and educational opportunities.

The ART FACET Program seeks to provide a recovery environment where a pregnant substance-abusing woman with special needs can access appropriate treatment services. It is the FACET philosophy that when a patient is met with a service oriented, non-judgmental, culturally sensitive, practical substance abuse treatment regimen that addresses self esteem, medical, and family needs, the most successful long term treatment outcomes occur.

FACET Augmentation includes services include additional parenting training and nutritional training for women up to 60 days post partum. A childcare room is available on site for FACET patients to leave their children during dosing periods, counseling sessions, medical appointments, and group sessions. Although not a licensed day care program, FACET provides patients' children, five years and under, short-term adult supervision in a child friendly play area during clinic hours, Monday through Friday. Other services that are available to patients are medical and pediatric care, educational and nutritional classes, parenting and case management.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled weekly on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Linkage

The FACET team maintains and regularly updates a list of referral sources and close relationships with agencies providing psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E. Staffing

Please see Appendix B for staffing.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 11-12.

8. Continuous Quality Assurance and Improvement

For FY 11-12, the Continuous Quality Assurance and Improvement requirement will be addressed in the CBHS Declaration of Compliance

1. **Program Name:** ART-MARKET
Program Address: 1111 Market Street
City, State, Zip Code: San Francisco, 94103
Telephone: (415) 863-3883
Facsimile: (415) 863-7343
Program Code: 38124

2. **Nature of Document**

New **Renewal** **Modification**

3. **Goal Statement**

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

4. **Target Population**

Target Population: ART programs target individuals abusing and/ or addicted to opioids. PAES program targets San Francisco residents enrolled in the San Francisco County Welfare-to-Work General Assistance program and abusing and/ or addicted to opioids. The CAAP program targets individuals enrolled in the DHS CAAP program for general assistance.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve male, female and transgender adults
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, HCV, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

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

ART's primary service function is **Methadone Maintenance (MMT)**. The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- **Dosing** - One dose of methadone either for clinic consumption or take-home.
- **Counseling** - One 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-10 members in size.

Ancillary services including medical examinations, individual and group counseling are included. HIV, Hep C, and TB screenings and primary medical care are also offered on site.

The ART program offers comprehensive opioid treatment for opioid dependent persons: In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

6. Methodology

- A. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAARTPrograms website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.
- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Market Street clinic, located at 1111 Market Street in San Francisco, is open for the dispensing of methadone 365 days per year. The Market Street Clinic hours are Monday through Friday from 6:00 AM to 1:45 PM, Saturday and Sunday from 9:00 AM to 12:00 PM and on Holidays from 8:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized

treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process. Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Patient Retention

The Market Street Clinic will receive \$19,500 in Private Pay Subsidy funds for the period from 7/01/11 through 6/30/12. These funds will be used to subsidize the treatment of the Non-Medical patients in ART-Market Clinic to improve patient retention.

Linkage

The Market Street Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

C. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

- D. Staffing
See Appendix B for Staffing

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives FY 11-12.

8. Continuous Quality Assurance and Improvement

For FY 11-12, the Continuous Quality Assurance and Improvement requirement will be addressed in the CBHS Declaration of Compliance

Appendix B
Calculation of Charges

I. 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) calendar 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 not to exceed

twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

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

Budget Summary

CRDC B-1 through B-3

Appendix B-1 ART Turk Clinic: Drug MediCal Non-Perinatal/Private Pay Subsidy

Appendix B-2 FACET Drug MediCal Perinatal/FACET Augmentation

Appendix B-3: ART Market Clinic: Drug MediCal Non-Peri-natal/Private Pay Subsidy/PAES

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Twenty Seven Million Two Hundred Nine Thousand Three Hundred Seventeen Dollars (\$27,209,317)** for the period of July 1, 2010 through June 30, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, \$2,915,284 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as

approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2010 through December 31, 2010 (BPHM0700039)	\$2,430,173
January 1, 2011 through June 30, 2011	\$2,430,172
July 1, 2011 through June 30, 2012	\$4,858,422
July 1, 2012 through June 30, 2013	\$4,858,422
July 1, 2013 through June 30, 2014	\$4,858,422
July 1, 2014 through June 30, 2015	\$4,858,422
Contingency	<u>\$2,915,284</u>
Total July 1, 2010 through June 31, 2015	\$27,209,317

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR further understands that \$2,430,173 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM007000039 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM07000039 for the Fiscal Year 2010-2011.

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

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

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

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

DPH 1: Department of Public Health Contract Budget Summary

DMH Legal Entity Number (MH): _____		Prepared By/Phone #: Helen Cabiles 415-552-7914 x115			Fiscal Year: FY 11-12	
DMH Legal Entity Name (MH)/Contractor Name (SA): ADDICTION RESEARCH & TREATMENT, INC.		Document Date: 04/01/12				
Contract Appendix Number:		B-1	B-2	B-3		
Provider Number:		383811	383810	383812		
FUNDING TERM:		07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12		
		TTK	FACET	Market	TOTAL	
FUNDING USES						
Salaries & Employee Benefits:		1,683,150	158,040	1,352,031		3,193,221
Operating Expenses:		577,087	18,735	548,833		1,144,655
Capital Expenses:						-
Subtotal Direct Expenses:		2,260,237	176,775	1,900,864		4,337,876
Indirect Expenses:		271,230	21,213	228,103		520,546
Indirect %:		12.00%	12.00%	12.00%		
TOTAL FUNDING USES		2,531,467	197,988	2,128,967		4,858,422
					Employee Fringe Benefits %:	23.79%
CBHS MENTAL HEALTH FUNDING SOURCES						
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		-	-	-		-
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
SA FED - Drug Medi-Cal #93.778		2,511,749	-	2,109,962		4,621,711
SA FED - Perinatal Drug Medi-Cal #93.778		-	49,231	-		49,231
SA COUNTY - General Fund		19,718	148,757	19,005		187,480
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		2,531,467	197,988	2,128,967		4,858,422
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES						
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES		-	-	-		-
TOTAL DPH FUNDING SOURCES		2,531,467	197,988	2,128,967		4,858,422
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES		-	-	-		-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,531,467	197,988	2,128,967		4,858,422

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

DMH Legal Entity Name (MH)/Contractor Name (SA): ADDICTION RESEARCH & TREATMENT, INC.					Contract Appendix #: B-1	
Provider Name: ART -TURK					Document Date: 04/01/12	
Provider Number: 383811					Fiscal Year: FY 11-12	
Program Name:	NTP DOSING	NTP INDIVIDUAL COUNSELING	NTP GROUP COUNSELING	Non-Medical NTP Subsidy		
Program Code (formerly Reporting Unit):	38114	38114	38114			
Mode/SFC (MH) or Modality (SA):	NTP-48	NTP-48	NTP-48	Anc-68		
Service Description:	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Ancillary Svcs Case Mgmt	TOTAL	
FUNDING TERM:	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12		
FUNDING USES						
Salaries & Employee Benefits:	934,269	730,637	1,159	17,085	1,683,150	
Operating Expenses:	424,002	152,335	230	520	577,087	
Capital Expenses (greater than \$5,000):					0	
Subtotal Direct Expenses:	1,358,271	882,972	1,389	17,605	0	2,260,237
Indirect Expenses:	162,993	105,957	167	2,113	271,230	
TOTAL FUNDING USES	1,521,264	988,929	1,556	19,718	0	2,531,467
IS MENTAL HEALTH FUNDING SOURCES						
CFDA #						
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES						
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
CFDA #						
SA FED - Drug Medi-Cal #93.778	93,778	1,521,264	988,929	1,556		2,511,749
SA COUNTY - General Fund					19,718	19,718
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
	1,521,264	988,929	1,556	19,718	-	2,531,467
OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES						
CFDA #						
TOTAL OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES						
TOTAL DPH FUNDING SOURCES						
	1,521,264	988,929	1,556	19,718	-	2,531,467
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES						
TOTAL FUNDING SOURCES (DPH AND NON-DPH)						
	1,521,264	988,929	1,556	19,718	-	2,531,467
CBHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
NTP Licensed Capacity	500	500	500	500		
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS		
Units of Service:	141,119	78,300	522	730		
Unit Type:	Slot Days	Slot Days	Slot Days	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	10.78	12.63	2.98	27.01		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	10.78	12.63	2.98	27.01		
Published Rate (Medi-Cal Providers Only):	10.78	12.63	2.98	27.01		
Unduplicated Clients (UDC):	435	435	435	61	Total UDC: 496	

DPH 3: Salaries & Benefits Detail

Provider Number: 383811
 Provider Name: ART - TURK
 Document Date: 04/01/12

Appendix #: B-1

Position Title	TOTAL		GENERAL FUND							
	Term: 07/01/11-06/30/12		Term: 07/01/11-06/30/12							
	FTE	Salaries	FTE	Salaries						
Operations Director	0.74	43,715	0.74	43,715						
Security Guard	0.59	14,923	0.59	14,923						
Receptionist	0.59	14,879	0.59	14,879						
Secretary	0.74	29,783	0.74	29,783						
Receptionist	0.46	11,961	0.46	11,961						
Bookkeeper	0.59	26,224	0.59	26,224						
Clinic Director	0.54	55,218	0.54	55,218						
Lead Counselor	1.52	62,571	1.52	62,571						
Counselor - Maintenance	17.49	670,283	17.49	670,283						
Mid-Level Practitioner	1.88	144,137	1.88	144,137						
Supervising Counselor	0.76	42,882	0.76	42,882						
Dispensing Nurse	1.51	73,282	1.51	73,282						
Supervising Dispensing Nurse	0.77	42,198	0.77	42,198						
Medical Director	0.44	82,797	0.44	82,797						
Medical Assistant	1.54	45,190	1.54	45,190						
INTERN	3.33	8,330	3.33	8,330						
Totals:	33.49	1,368,373	33.49	1,368,373	-	-	-	-	-	-

Employee Fringe Benefits:	23.00%	314,777	23.00%	314,777	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
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TOTAL SALARIES & BENEFITS 1,683,150 1,683,150 - - - -

DPH 4: Operating Expenses Detail

Provider Number: 383811
 Provider Name: ART -TURK
 Document Date: 04/01/12

Appendix #: B-1

Expenditure Category	TOTAL	GENERAL FUND				
	Term: 07/01/11 - 06/30/12	Term: 07/01/11 - 06/30/12				
Rental of Property	166,002	166,002				
Utilities(Elec, Water, Gas, Phone, Scavenger)	40,331	40,331				
Office Supplies, Postage	9,552	9,552				
Building Maintenance Supplies and Repair	41,232	41,232				
Printing and Reproduction	629	629				
Insurance	22,708	22,708				
Staff Training	23,029	23,029				
Travel-(Local & Out of Town)	1,125	1,125				
Rental of Equipment	3,066	3,066				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
Other:	-	-				
Business Tax	18,372	18,372				
Licensing	20,298	20,298				
Legal & Accounting	65,463	65,463				
Medical Supplies	115,831	115,831				
Subscription	987	987				
Security	6,622	6,622				
Depreciation	26,389	26,389				
Miscellaneous	15,451	15,451				
	-	-				
TOTAL OPERATING EXPENSE	577,087	577,087				

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

DMH Legal Entity Name (MH)/Contractor Name (SA): ADDICTION RESEARCH & TREATMENT, INC.

Provider Name: ART-FACET

Provider Number: 383810

Contract Appendix #: B-2

Document Date: 04/01/12

Fiscal Year: FY 11-12

Program Name:	NTP DOSING	NTP INDIVIDUAL COUNSELING	NTP GROUP COUNSELING	ANCILLARY CHILDCARE	ANCILLARY MEDICAL / PEDIATRIC	ANCILLARY EDUCATIONAL & NUTRITIONAL	ANCILLARY PARENTING	ANCILLARY CASE MGMT	TOTAL
Program Code (formerly Reporting Unit):	38104	38104	38104						
Mode/SFC (MH) or Modality (SA):	NTP-48	NTP-48	NTP-48	Anc-68	Anc-68	Anc-68	Anc-68	Anc-68	
Service Description:	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	
FUNDING TERM:	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12	
FUNDING USES									
Salaries & Employee Benefits:	19,757	15,809	2,193	38,653	36,772	572	19,682	24,602	158,040
Operating Expenses:	4,105	1,837	255	990	942	9,568	461	577	18,735
Capital Expenses (greater than \$5,000):									0
Subtotal Direct Expenses:	23,862	17,646	2,448	39,643	37,714	10,140	20,143	25,179	176,775
Indirect Expenses:	2,863	2,118	294	4,757	4,526	1,217	2,417	3,021	21,213
TOTAL FUNDING USES	26,725	19,764	2,742	44,400	42,240	11,357	22,560	28,200	197,988
MENTAL HEALTH FUNDING SOURCES									
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES									0
CBHS SUBSTANCE ABUSE FUNDING SOURCES									
SA FED - Perinatal Drug Medi-Cal #93,778	93,778	26,725	19,764	2,742					49,231
SA COUNTY - General Fund					44,400	42,240	11,357	22,560	148,757
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	26,725	19,764	2,742	44,400	42,240	11,357	22,560	28,200	197,988
OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES									
TOTAL OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES									0
TOTAL DPH FUNDING SOURCES	26,725	19,764	2,742	44,400	42,240	11,357	22,560	28,200	197,988
NON-DPH FUNDING SOURCES									0
TOTAL NON-DPH FUNDING SOURCES									0
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	26,725	19,764	2,742	44,400	42,240	11,357	22,560	28,200	197,988
HS UNITS OF SERVICE AND UNIT COST									
Number of Beds Purchased (if applicable)									
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)									
NTP Licensed Capacity	20	20	20	20	20	20	20	20	
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS	FFS	FFS	FFS	FFS	
Units of Service:	2,302	1,092	504	120	240	270	480	600	
Unit Type:	Slot Days	Slot Days	Slot Days	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	11.61	18.10	18.10	370.00	176.00	42.00	47.00	47.00	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	11.61	18.10	18.10	370.00	176.00	42.00	47.00	47.00	
Published Rate (Medi-Cal Providers Only):	11.61	18.10	18.10	370.00	176.00	42.00	47.00	47.00	
Unduplicated Clients (UDC):	7	7	7	10	10	10	10	10	Total UDC: 10

DPH 3: Salaries & Benefits Detail

Provider Number: 383810
 Provider Name: ART-FACET
 Document Date: 04/01/12

Appendix #: B-2

Position Title	TOTAL		General Fund							
	FTE	Salaries	FTE	Salaries						
Operations Director	0.03	1,474	0.03	1,474						
Security Guard	0.03	629	0.03	629						
Receptionist	0.03	632	0.03	632						
Secretary	0.03	1,004	0.03	1,004						
Bookkeeper	0.03	1,106	0.03	1,106						
Clinic Director	0.03	2,553	0.03	2,553						
Dispensing Nurse	0.03	1,360	0.03	1,360						
Child Care Worker	1.00	32,554	1.00	32,554						
FACET Counselor	1.00	38,412	1.00	38,412						
FACET Manager	0.50	40,635	0.50	40,635						
Medical Director	0.03	5,232	0.03	5,232						
Medical Assistant	0.08	2,516	0.08	2,516						
Mid-Level Practitioner	0.03	1,995	0.03	1,995						
Totals:	2.85	130,102	2.80	130,102						

Employee Fringe Benefits:	21.47%	27,938	21.47%	27,938						
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TOTAL SALARIES & BENEFITS **158,040** **158,040** - - - -

DPH 4: Operating Expenses Detail

Provider Number: 383810
 Provider Name: ART-FACET
 Document Date: 04/01/12

Appendix #: B-2

Expenditure Category	TOTAL	General Fund				
	Term: 07/01/11 - 06/30/12	Term: 07/01/11 - 06/30/12				
Rental of Property	3,008	3,008				
Utilities(Elec, Water, Gas, Phone, Scavenger)	1,073	1,073				
Office Supplies, Postage	226	226				
Building Maintenance Supplies and Repair	517	517				
Printing and Reproduction	10	10				
Insurance	196	196				
Staff Training	145	145				
Travel-(Local & Out of Town)	352	352				
Rental of Equipment	47	47				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	9,300	9,300				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
Other:	-	-				
Business Tax	267	267				
Licensing	294	294				
Legal & Accounting	638	638				
Medical Supplies	2,126	2,126				
Subscription	26	26				
Society	102	102				
Association	408	408				
Miscellaneous	-	-				
TOTAL OPERATING EXPENSE	18,735	18,735				

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

DMH Legal Entity Name (MH)/Contractor Name (SA): ADDICTION RESEARCH & TREATMENT, INC.					Contract Appendix #: B-3	
Provider Name: ART-MARKET					Document Date: 04/01/12	
Provider Number: 383812					Fiscal Year: FY 11-12	
Program Name:	METHADONE DOSING	METHADONE INDIVIDUAL COUNSELING	METHADONE GROUP COUNSELING	Non-Medical NTP Subsidy		
Program Code (formerly Reporting Unit):	38124	38124	38124			
Mode/SFC (MH) or Modality (SA)	NTP-48	NTP-48	NTP-48	Anc-68		
Service Description:	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Ancillary Svcs Case Mgmt	TOTAL	
FUNDING TERM:	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12	07/01/11-06/30/12		
FUNDING USES						
Salaries & Employee Benefits:	656,691	654,694	28,577	12,069	1,352,031	
Operating Expenses:	461,986	76,042	5,905	4,900	548,833	
Capital Expenses (greater than \$5,000):					-	
Subtotal Direct Expenses:	1,118,677	730,736	34,482	16,969	1,900,864	
Indirect Expenses:	134,241	87,688	4,138	2,036	228,103	
TOTAL FUNDING USES	1,252,918	818,424	38,620	19,005	2,128,967	
IS MENTAL HEALTH FUNDING SOURCES						
CFDA #						
-						
-						
-						
-						
-						
-						
-						
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES						
-						
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
CFDA #						
SA FED - Drug Medi-Cal #93.778	93.778	1,252,918	818,424	38,620	2,109,962	
SA COUNTY - General Fund				19,005	19,005	
-						
-						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
1,252,918 818,424 38,620 19,005 - 2,128,967						
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES						
CFDA #						
-						
-						
-						
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES						
-						
TOTAL DPH FUNDING SOURCES						
1,252,918 818,424 38,620 19,005 - 2,128,967						
NON-DPH FUNDING SOURCES						
-						
TOTAL NON-DPH FUNDING SOURCES						
-						
TOTAL FUNDING SOURCES (DPH AND NON-DPH)						
1,252,918 818,424 38,620 19,005 - 2,128,967						
CBHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
NTP Licensed Capacity	450	450	450	450		
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS		
Units of Service:	116,226	64,800	12,960	704		
Unit Type:	Slot Days	Slot Days	Slot Days	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	10.78	12.63	2.98	27.00		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	10.78	12.63	2.98	27.00		
Published Rate (Medi-Cal Providers Only):	10.78	12.63	2.98	27.00		
Unduplicated Clients (UDC):	360	360	360	59	Total UDC: 360	

DPH 3: Salaries & Benefits Detail

Provider Number: 383812
 Provider Name: ART-MARKET
 Document Date: 04/01/12

Appendix #: B-3

Position Title	TOTAL		GENERAL FUND						
	Term: 07/01/11-06/30/12		Term: 07/01/11-06/30/12						
	FTE	Salaries	FTE	Salaries					
Internship Program Director	0.23	22,271	0.23	22,271					
Bookkeeper	0.64	26,692	0.64	26,692					
Security Guard	0.64	18,748	0.64	18,748					
Secretary	0.16	4,030	0.16	4,030					
Data Entry Clerk	0.42	12,348	0.42	12,348					
Clinic Director	0.63	45,814	0.63	45,814					
Receptionist	0.80	3,874	0.80	3,874					
Counselor - Maintenance	13.93	599,567	13.93	599,567					
Supervising Counselor	0.46	27,528	0.46	27,528					
Operations Director	0.46	26,033	0.46	26,033					
Dispensing Nurse	2.10	102,469	2.10	102,469					
Supervising Dispensing Nurse	0.70	51,106	0.70	51,106					
Medical Asstetant	0.65	22,904	0.65	22,904					
Physician Assistant	0.65	57,170	0.65	57,170					
Medical Director	0.28	49,482	0.28	49,482					
INTERN	1.85	11,111	1.85	11,111					
		-		-					
		-		-					
		-		-					
Totals:	24.60	1,081,147	24.60	1,081,147					

Employee Fringe Benefits:	0.25	270,884	0.25	270,884					
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TOTAL SALARIES & BENEFITS

1,352,031	1,352,031	-	-	-	-
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DPH 4: Operating Expenses Detail

Provider Number: 383812
 Provider Name: ART-MARKET
 Document Date: 04/01/12

Appendix #: B-3

Expenditure Category	TOTAL	General Fund				
	Term: 07/01/11 - 06/30/12	Term: 07/01/11 - 06/30/12				
Rental of Property	232,741	232,741				
Utilities(Elec, Water, Gas, Phone, Scavenger)	43,538	43,538				
Office Supplies, Postage	10,301	10,301				
Building Maintenance Supplies and Repair	35,799	35,799				
Printing and Reproduction	1,303	1,303				
Insurance	11,069	11,069				
Training	798	798				
Travel(Local & Out of Town)	8,969	8,969				
Rental of Equipment	1,867	1,867				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-				
Other:	-	-				
Business Tax	23,198	23,198				
Advertising	1,001	1,001				
Licensing	21,039	21,039				
Legal & Accounting	33,129	33,129				
Medical Supplies	92,805	92,805				
Subscription	1,994	1,994				
Security	4,859	4,859				
Depreciation	14,438	14,438				
Miscellaneous	9,985	9,985				
TOTAL OPERATING EXPENSE	548,833	548,833				

DPH 6: Contract-Wide Indirect Detail

Contractor Name	ADDICTION RESEARCH & TREATMENT, INC.
Document Date:	01/11/12
EXH #3	

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Senior Mgmt	0.25	87,249
Admin Staff	0.25	83,702
IT Staff	0.40	76,532
Fiscal Staff (AP, AR, Billing, GL)	2.47	112,222
EMPLOYEE FRINGE BENEFITS		69,978
TOTAL SALARIES & BENEFITS		429,683

2. OPERATING COSTS

Expenditure Category	Amount
Facility Rental & related expenses	39,875
Equipment Rental, Repairs & Maintenance	10,459
Office Supplies, Printing	8,702
Insurance	1,507
Audit & Tax Preparation	14,045
Business Tax	7,584
Miscellaneous	8,690
TOTAL OPERATING COSTS	90,862

TOTAL INDIRECT COSTS 520,545
 (Salaries & Benefits + Operating Costs)

**Appendix F
Invoice**

Addiction, Research & Treatment, Incorporated dba BAART
April 1, 20112

CMS#6961

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

Appendix F
 PAGE A

Control Number

Contractor: **Addiction Research & Treatment Inc. dba: BAART**

Address: 1111 Market Street, San Francisco, CA 94103

Tel No.: (415) 552-1914
 Fax No: (415) 552-3458

Funding Term: 07/01/2011 - 06/30/2013

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: S01 JL 1

CL Blanket No.: BPHM TBD

CL PO No.: POHM TBD

Fund Source: Child, Perinatal Health-Cat 483.736

Invoice Period: July 2011

Final Invoice: (Check if Yes)

ACE Control Number: _____

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

*Unduplicated Counts by ADFC Unit Only

DELIVERABLES Program Name/Regis. Unit Modality/Mode # - Svc Func (41004)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UDC	CLIENTS	UDC	CLIENTS			UDC	CLIENTS	UDC	CLIENTS	UDC	CLIENTS
B-1 ART Junk PC# - 38114												
NTP-48 SA-Narcotic Tx Narc Replacement	141,118				\$ 10.78	\$	0.000		0.00%		141,118.000	1,521,262.62
Therapy-All Svcs - NTP Dosage												
NTP-46 SA-Narcotic Tx Narc Replacement	70,300				\$ 12.63	\$	0.000		0.00%		70,300.000	888,928.00
Therapy-All Svcs - NTP Ind Counseling												
NTP-48 SA-Narcotic Tx Narc Replacement	522				\$ 2.88	\$	0.000		0.00%		522.000	1,555.56
Therapy-All Svcs - NTP Grp Counseling												2,611,747.38
B-2 ART Market PC# - 38174												
NTP-46 SA-Narcotic Tx Narc Replacement	116,226				\$ 10.78	\$	0.000		0.00%		116,226.000	1,252,916.28
Therapy-All Svcs - Methadone Dosage												
NTP-48 SA-Narcotic Tx Narc Replacement	64,800				\$ 12.63	\$	0.000		0.00%		64,800.000	818,424.00
Therapy-All Svcs - Methadone Ind Counseling												
NTP-46 SA-Narcotic Tx Narc Replacement	12,860				\$ 2.88	\$	0.000		0.00%		12,860.000	36,820.80
Therapy-All Svcs - Methadone Grp Counseling												2,109,961.08
B-2 ART FACET PC# - 38104												
NTP-48 SA-Narcotic Tx Narc Replacement	2,302				\$ 11.61	\$	0.000		0.00%		2,302.000	26,726.22
Therapy-All Svcs - NTP Dosage												
NTP-48 SA-Narcotic Tx Narc Replacement	1,052				\$ 18.10	\$	0.000		0.00%		1,052.000	19,165.20
Therapy-All Svcs - NTP Ind Counseling												
NTP-48 SA-Narcotic Tx Narc Replacement	151				\$ 18.10	\$	0.000		0.00%		151.000	2,733.10
Therapy-All Svcs - NTP Grp Counseling												49,224.52
TOTAL	417,472		0.000				0.000		0.00%		417,472.000	4,670,932.88

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

NOTE

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

Signature: _____ Date: _____

Title: _____

Send to:
 DPH Fiscal/Invoice Processing
 1380 Howard St - 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory Date

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

Appendix F
 PAGE A

Control Number

INVOICE NUMBER : S03 JL 1

Cl.Blanket No.: BPHM TBD

Cl. PO No.: POHM TBD User Cd

Fund Source: General Fund

Invoice Period : July 2011

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Contractor : Addiction Research & Treatment Inc. dba: BAART

Address: 1111 Market Street, San Francisco, CA 94103

Tel No.: (415) 552-7914

Fax No.: (415) 552-3455

Funding Term: 07/01/2011 - 06/30/2012

PHP Division: Community Behavioral Health Services

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

**Unduplicated Counts for AIDS Use Only.*

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MHI only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-2 ART FACET RU# 383810												
Anc-6B SA-Ancillary Svcs Case Mgmt Ancillary Medical Childcare	120				\$ 370.00	\$ -	0.000		0.00%		120.000	\$ 44,400.00
Anc-6B SA-Ancillary Svcs Case Mgmt Ancillary Medical/Pediatric	240				\$ 176.00	\$ -	0.000		0.00%		240.000	\$ 42,240.00
Anc-6B SA-Ancillary Svcs Case Mgmt Ancillary Education & Nutritional	270				\$ 42.00	\$ -	0.000		0.00%		270.000	\$ 11,340.00
Anc-6B SA-Ancillary Svcs Case Mgmt Ancillary Parenting	480				\$ 47.00	\$ -	0.000		0.00%		480.000	\$ 22,560.00
Anc-6B SA-Ancillary Svcs Case Mgmt Ancillary Case Mgmt	600				\$ 47.00	\$ -	0.000		0.00%		600.000	\$ 28,200.00
TOTAL	1,710		0.000				0.000		0.00%		1,710.000	\$ 148,740.00

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

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to:
 DPH Fiscal/Invoice Processing
 1360 Howard St. - 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory

 Date

Additional Named Insureds

Other Named Insureds

BAART Community Healthcare	Not for profit org, Insured Multiple Names
ART	Doing Business As
BAART	Doing Business As
BAART Behavioral Health Services, Inc.	C Corporation, Insured Multiple Names
BBHS	Doing Business As
BCH	Doing Business As
Managment Arts, LLC	C Corporation, Insured Multiple Names
Reliance Center	Doing Business As

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverage's, consult the policy contract wording.

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Damage to Premises Rented to You – Fire, Lightning, Explosion, Smoke and Leaks from Fire Protective Sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised, videotaped, or internet-based publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events and Fund Raising Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion
- V) Employee Criminal Defense Coverage - \$25,000 limit

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this Coverage Part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."

B) SUPPLEMENTARY PAYMENTS

Coverage A. and B. provisions:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.

- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) DAMAGE TO PREMISES RENTED TO YOU

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" and the words "fire insurance" are changed to "fire, lightning, explosion, smoke, or leakage from fire protective sprinklers" where it appears in:

- 1) The last paragraph of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, subsection 2. Exclusions;
- 2) Section III – Limits Of Insurance, paragraph 6.;
- 3) Section V – Definitions, paragraph 9.a.
- 4) Section IV – Commercial General Liability Conditions, subsection 4. Other Insurance, paragraph b. Excess Insurance

The Damage to Premises Rented to You Limit section of the Declarations is amended to \$1,000,000.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective sprinklers or any combination thereof.

D) WHO IS AN INSURED

Paragraph 2. of Section II – Who Is An Insured is deleted and replaced by the following:

2. Each of the following is also an insured: but only while working within the scope of their duties for the insured:
 - a.
 - (i) "Employees";
 - (ii) "Volunteer Workers";
 - (iii) Independent Contractors

However, no "employees", "volunteer workers" or independent contractors are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above;
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Medical directors and administrators, including professional persons, are also insureds;
 - c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds;
 - d. If you are a limited liability company your members are insureds, but only with respect to their duties related to the conduct of your business;

- e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;
- f. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- g. Any state or political subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- h. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;
- i. Your members but only with respect to their liability for your activities or activities they perform on your behalf;
- j. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;
- k. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

Insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including but not limited to:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Paragraph 3a. of Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
 - (1) Effective on the acquisition or formation date; and
 - (2) Afforded only until the end of the policy period.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

1) As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of an "occurrence" by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, employee or any other person.

2) Your failure to give first report of an "occurrence" to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED, VIDEOTAPED, OR INTERNET-BASED PUBLICATION

1) The definition of "Personal and Advertising Injury" item 14. is changed to read:
"Personal and Advertising Injury" means injury arising out of one or more of the following offenses:

- d) Oral, written, televised, videotaped, or internet-based publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
- e) Oral, written, televised, videotaped, or internet-based publication of material that violates a person's right of privacy;
- f) Misappropriation of advertising ideas or style of doing business; or
- g) Infringement of copyright, title, or slogan.

2) Exclusions b. and c. of Coverage B., Personal and Advertising Injury Liability, are changed to read:

- a) (2) Arising out of oral, written, televised, videotaped, or internet-based publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b) (3) Arising out of oral, written, televised, videotaped, or internet-based publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of "bodily injury" is changed to read:

"Bodily Injury":

- a) Bodily injury, sickness, or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b) Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverage(s) as of the date the revision is effective in your state.

J) EXTENDED "PROPERTY DAMAGE"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE. 2.

Exclusions a. is deleted and replaced by the following:

- 1) Expected or Intended Injury;
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions, Exclusion j. is amended as follows:

Paragraph (2) is replaced by the following:

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

L) ADDITIONAL INSURED – FUNDING SOURCE

Under SECTION II – WHO IS AN INSURED the following is added:

- 2) Any person or organization with respect to their liability arising out of:
- a) Their financial control of you; or
 - b) Premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under SECTION II – WHO IS AN INSURED the following is added:

- 1.f. Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b) Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

N) ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and
 - b) executed prior to the "bodily injury," "property damage," "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
 - a) This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another

contractor or subcontractor engaged in performing operations on or at the same project.

- b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE, is amended as follows:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
 - c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V - DEFINITIONS is amended by adding the following:

- 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

- 1) This insurance applies to your legal liability for "bodily injury," "property damage," and "personal and advertising injury" arising out of all your managed, operated or sponsored special events WITH THE FOLLOWING EXCEPTIONS:
 - a) Events involving aircraft
 - b) Events involving automobile or motorcycle races or rallies
 - c) Events involving fireworks
 - d) Events involving firearms
 - e) Events involving live animals, excluding domestic pets
 - f) Carnivals and fairs with mechanical rides
 - g) Any event lasting more than three (3) days (including otherwise acceptable events)
 - h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Coverage may be provided by endorsement issued by us and made part of this Coverage Part, and subject to an additional premium charge.

Q) NON-OWNED WATERCRAFT

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2. Exclusions, paragraph g.(2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - a) Less than 65 feet long, and
 - b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised in writing, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets our underwriting criteria regarding such waivers, we will waive our

right. However, we reserve the right to charge additional premium or to limit the terms and conditions of such waiver.

S) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

1) The following is added to SECTION 1 – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – paragraph 1. Insuring Agreement:
"Bodily Injury" damages arising out of the violation of "Rights of Residents," shall be deemed an "occurrence."

2) As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to SECTION 1 – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – 2. Exclusions:

This insurance does not apply to:

- a) Liability arising out of the willful or intentional violation of "Rights of Residents."
- b) Fines or penalties assessed by a court or regulatory authority.
- c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of residents.

3) As respects the violation of "Rights of Residents" Coverage, the following definition is added to SECTION V - DEFINITIONS:

24. "Rights of Residents" means:

- a. Any right granted to a resident under any state law regulating your business as a health care facility.
- b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

U. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SPECIAL EVENTS OR FUNDRAISING EVENTS

SECTION 1. COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions c. is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any special events or fundraising events related to the insured's business.

V. EMPLOYEE CRIMINAL DEFENSE COVERAGE

Under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The alleged criminal act must arise out of the "employee's" work performed on your behalf.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the number of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1. TEMPORARY SUBSTITUTE AUTOS PHYSICAL DAMAGE

The following is added to **Section I – Covered Autos**:

D. Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form for an "auto" you own and that covered "auto" is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction

Then in that event, Physical Damage Coverage is provided for an "auto" you do not own while it is being used with the permission of its owner as a temporary substitute "auto" for the out of service covered "auto". We will pay the owner for "loss" to the temporary substitute "auto". This insurance covers the interest of the owner unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

2. EMPLOYEES OR VOLUNTEER WORKERS AS INSURED

The following is added to Paragraph A.1. **Who Is An Insured** of **Section II – Liability Coverage**:

d. Your "employee" or "volunteer worker" while using a covered "auto" you do not own, hire or borrow while performing duties related to the conduct of your business.

This insurance shall be excess over any other valid and collectible insurance.

3. BOARD MEMBERS

The following is added to Paragraph A.1. **Who Is An Insured** of **Section II – Liability Coverage**:

e. Your elected or appointed board members while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnishes that "auto" is also an "insured".

This insurance shall be excess over any other valid and collectible insurance.

4. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

The following is added to Paragraph A.1. **Who Is An Insured** of **Section II – Liability Coverage**:

f. Any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use

of a covered "auto". This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage".

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

g. A "Funding Source" being any person or organization with respect to their liability arising out of their financial control of you.

5. EMPLOYEE HIRED AUTOS - LIABILITY

The following is added to Paragraph A.1. **Who is An Insured** of **Section II – Liability Coverage**:

h. An "employee", an elected or appointed official of yours, or a commissioner, officer or member of your commissions, authorities, boards or agencies while operating a covered "auto" hired or rented under a written contract or agreement in the name of that "employee" or elected or appointed official, with your permission, while performing duties related to the conduct of your business.

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

6. SUPPLEMENTARY PAYMENTS

Paragraphs a.(2) and a.(4) of **Supplementary Payments** in Paragraph A.2. **Coverage Extensions** of **Section II – Liability Coverage** are replaced by the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$400 per day because of time off from work.

7. TOWING AND GLASS BREAKAGE

Paragraph A.2. **Towing** of **Section III – Physical Damage Coverage** is replaced by the following:

2. Towing

We will pay up to \$250 per disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

Paragraph A.3. **Glass Breakage** of **Section III – Physical Damage Coverage** is replaced by the following:

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage without application of a deductible:

- a. Glass breakage; or
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn, considered a "loss" under Collision Coverage.

8. PHYSICAL DAMAGE – TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. **Transportation Expenses** of Section III – **Physical Damage Coverage** is replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day/\$1,500 maximum per policy period for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

9. PHYSICAL DAMAGE – LOSS OF USE EXPENSES

Paragraph A.4.b. **Loss Of Use Expenses** of Section III – **Physical Damage Coverage** is replaced by the following.

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, subject to a maximum of \$1,500 per policy period.

10. COVERAGE EXTENSIONS – PHYSICAL DAMAGE

The following are added to Paragraph A.4. **Coverage Extensions** of Section III – **Physical Damage Coverage**:

c. Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". We will pay a maximum of \$30 per day for a maximum period of 30 days for each covered auto. The most we will pay for rental reimbursement expenses because of "loss" to any one covered "auto" during the policy term is \$3,000. No deductible applies to this coverage.

d. Personal Effects

If Comprehensive Coverage is provided on this coverage form for a covered "auto" you own and that covered "auto" is stolen, we will pay, without application of a deductible, up to \$1,000 for personal effects stolen with that covered "auto". This coverage is excess over any other collectible insurance. Personal effects do not include tools, jewelry, money or securities.

e. Hired Auto Physical Damage

Physical Damage Coverage is provided for covered "autos" you hire without drivers to the same extent as Physical Damage Coverage for covered "autos" you own, except:

- (1) The most we will pay for "loss" in any one "accident" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality less the Deductible shown on the Declarations page of the policy. This deductible is applicable to any "loss" except "loss" caused by fire or lightning.
- (2) Subject to Paragraph e.(1), of this endorsement, we will provide coverage equal to the broadest Physical Damage coverage applicable to any covered "auto".

f. Limited Physical Damage Deductible Coverage For Employees Or Volunteer Workers

At your request, we will pay up to \$1,000 as reimbursement of deductible payments made by your "employee" or "volunteer worker" under the Physical Damage Coverage of the "employee's" or "volunteer worker's" policy of automobile insurance but only if:

- (1) The "loss" is to an "auto" owned by the "employee" or "volunteer worker" but not hired or borrowed by you, and
- (2) The "auto" was being used at the time of the "loss" in the course and scope of the "employee's" employment by you or while the "volunteer worker" was performing duties related to the conduct of your business. With regards to this endorsement, travel to and from a normal place of employment is not within the course and scope of employment by you unless such travel is in response to an emergency summons of that "employee" or "volunteer worker".

11. AIRBAG COVERAGE AND FREEZING OF PERMANENTLY ATTACHED EQUIPMENT

The following is added to Paragraph B.3.a. of **Section III – Physical Damage Coverage**:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag. The exclusion relating to freezing does not apply to any "loss" caused by freezing to permanently attached special equipment common to a fire or rescue emergency vehicle, unless the "loss" is caused by your failure to properly maintain such equipment. Such equipment includes, but is not limited to, pumps, gauges, valves, fill lines, drains and tanks. In no event will any "loss" caused by freezing to an automobile engine be covered by this policy.

12. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

Paragraph B.4.c. of **Section III – Physical Damage Coverage** is replaced by the following:

- c. Any electronic equipment that receives or transmits audio, visual or data signals, and that is not designed solely for the reproduction of sound unless permanently installed in the covered "auto" or unless the housing unit for removable equipment is permanently installed in the covered "auto".

13. PHYSICAL DAMAGE – COMPREHENSIVE COVERAGE – DEDUCTIBLE

The following is added to Paragraph D. **Deductible** of **Section III – Physical Damage Coverage**:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000.

14. KNOWLEDGE AND NOTICE OF ACCIDENT

The following is added to Paragraph A.2. **Duties In The Event Of Accident, Claim, Suit Or Loss** of **Section IV – Business Auto Conditions**:

- d. The failure of any agent, servant, "volunteer worker" or "employee" of the "insured", other than an "employee" authorized by you to give or receive notice of an "accident", claim, "suit" or "loss", to notify us of any "accident" of which he or she has knowledge, shall not invalidate insurance afforded by this policy.

15. EMPLOYEE HIRED AUTOS – PHYSICAL DAMAGE

Paragraph **B.5. Other Insurance**, subparagraph **b.** of **Section IV – Business Auto Conditions**, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any "auto" hired or rented under a written contract or agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" or elected or appointed official's employment by you. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

16. VOLUNTEER WORKER

The following is added to **Section V – Definitions**:

"Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

17. LOAN/LEASE GAP

The **Physical Damage Coverage** Section is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that Auto Loan/Lease GAP Coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

18. FELLOW EMPLOYEE

The Fellow Employee Exclusion contained in **Section II –Liability Coverage** does not apply.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON 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	Commercial Lines - (650) 413-4200	CONTACT NAME:	
	Wells Fargo Insurance Services USA, Inc - CA Lic#: 0D08408	PHONE (A/C, No, Ext):	FAX (A/C, No):
	959 Skyway Road	E-MAIL ADDRESS:	
	San Carlos, CA 94070	INSURER(S) AFFORDING COVERAGE	
		INSURER A:	Markel Insurance Company NAIC # 38970
INSURED	BAART Behavioral Health Services, Inc.(BBHS) 1111 Market Street, 4th Floor San Francisco, CA 94103	INSURER B:	Cypress Insurance Company 10855
		INSURER C:	Comhusker Casualty Company 20044
		INSURER D:	Travelers Casualty & Surety Co. of America 31194
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2761524 REVISION NUMBER: See below

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 TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			8502SS3102643	04/01/2011	04/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED-EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	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 UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			1002SS3102653	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability & Medical Malpractice			3300056826111 NCW001387	04/01/2011 04/01/2011	04/01/2012 04/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 \$1,000,000 occ. \$3,000,000 agg.

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

GL 23 20 4 07 Evidence of Insurance

CERTIFICATE HOLDER

City and County of San Francisco
Contracts Division
30 Howard Street, 4th Floor
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

Juan S. ...



OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Crime-Employee Theft			105303501	07/01/2010	07/01/2011	\$1,250,000

Certificate of Insurance-Cont



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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2011, in San Francisco, California, by and between Addiction, Research and Treatment, Incorporated dba BAART, 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 extend the contract period, increase the contract amount, and update standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4152-09/10 on June 21, 2010;

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

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

1a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010 from the RFP 06-2008, dated March 13, 2008, Contract Numbers BPHM11000077 and DPHM12000026 between Contractor and City, as amended by the this First Amendment.

1b. **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** currently reads as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to December 31, 2011.

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 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 **Eight Million Two Hundred Two Thousand Six Hundred Twenty One Dollars (\$8,202,621)**. 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 Nine Million Nine Hundred Ninety Thousand Dollars (\$9,990,000). 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.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2011.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

CITY

CONTRACTOR

Recommended by:

Addiction, Research and Treatment, Incorporated dba
BAART



BARBARA GARCIA, MPA.
Director of Health
Department of Public Health

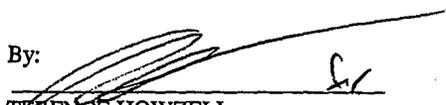


JASON KLETTER, PhD.
President
111 Market Street, 4th Floor
San Francisco, California 94103

Approved as to Form:

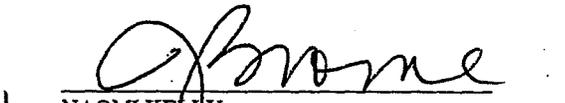
City vendor number: 49728

Dennis J. Herrera
City Attorney

By: 

TERENCE HOWZELL
Deputy City Attorney

Approved:



NAOMI KELLY
Director of the Office of Contract Administration, and
Purchaser

11 DEC 10 6W 5:00

P-550 (5-10) BAART RECEIVED

July 1, 2011

RECEIVED
PURCHASING DEPARTMENT
11 DEC 16 PM 2:40

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

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Mario Hernandez, Contract Administrator for the City, or his designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as

"DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the 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.

J. 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."

K. Client Fees and Third Party Revenue:

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

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

L. Billing and Information System

CONTRACTOR agrees to participate in the CITY'S Community Behavioral Health Services (CBHS) Billing and Information System (BIS) and to follow data reporting procedures set forth by the CBHS BIS and Quality Improvement Units.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

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

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

P. Working Trial Balance with Year-End Cost Report

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

Q. Harm Reduction

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

R. Compliance with Community Behavioral Health Services Policies and Procedures

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

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

2. **Description of Services**

Detailed description of services are listed below and are attached hereto

Appendix A-1 ART Turk Clinic: Drug MediCal Non-Perinatal/Private Pay Subsidy

Appendix A-2 FACET Drug MediCal Perinatal/FACET Augmentation

Appendix A-3: ART Market Clinic: Drug MediCal Non-Peri-natal/Private Pay Subsidy/PAES

**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 not to exceed twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

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

- Budget Summary
- CRDC B-1 through B-3
- Appendix B-1 ART Turk Clinic: Drug MediCal Non-Perinatal/Private Pay Subsidy
- Appendix B-2 FACET Drug MediCal Perinatal/FACET Augmentation
- Appendix B-3: ART Market Clinic: Drug MediCal Non-Peri-natal/Private Pay Subsidy/PAES

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Nine Hundred Ninety Thousand Dollars (\$9,990,000)** for the period of **July 1, 2010 through June 30, 2015**.

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

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2010 through December 31, 2010 (BPHM0700039)	\$2,430,173
January 1, 2011 through June 30, 2011	\$2,430,172

July 1, 2011 through June 30, 2012	\$4,858,422
July 1, 2012 through June 30, 2015	<u>271,233</u>
July 1, 2010 through June 30, 2015	\$9,990,000

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR further understands that \$2,430,173 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM007000039 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM07000039 for the Fiscal Year 2010-2011.

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

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

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

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

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 K

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 Programs. 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.

5

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Crime-Employee Theft			105303501	07/01/2011	07/01/2012	\$1,250,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS EXTENSION

Various provisions in this endorsement modify coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the declarations. The words "we," "us" and "our" refer to the company providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations, or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Medical Payments	Increased to \$10,000 per person (unless excluded)
Supplementary Payments	
Bail Bonds	Up to \$5000
Loss of Earnings	Up to \$500 a day
Damage to Premises Rented to You	Up to the General Liability Each Occurrence Limit
Non-Owned Watercraft	Increased to 51 feet long
Non-Owned Aircraft	If rented or loaned with a paid crew
Property Damage from Elevator Use	Included
Broadened Definition of Insured	Included
Mental Anguish Resulting from Bodily Injury	Included
Advertising Injury from Televised or Videotaped Material	Included
Broadened Definition of Mobile Equipment	Included
Per Location and Per Project Aggregates	Included
Additional Insured - Managers or Lessors of Premises	Included
Additional Insured - Vendors (Limited)	Included
Additional Insured-By Written Contract, Agreement or Permit	Included
Additional Insured-Mortgagee, Assignee, or Receiver	Included
Extended "Property Damage" - Expected or Intended Injury	Included
Property Damage to Borrowed Equipment	Up to \$10,000 per "occurrence"
Property Damage to "Customers' Goods"	Up to \$10,000 per "occurrence"
Medical Personnel Coverage	Up to \$100,000 per "occurrence" if no other coverage form applies
Limited "Product Withdrawal" Expense Coverage	\$10,000 per "Product Withdrawal"
Waiver of Transfer of Rights of Recovery	Included
Duties in the Event of "Occurrence", Claim or "Suit"	Included
Unintentional Failure to Disclose Hazards	Included
Liberalization	Included

I. Medical Payments

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

SECTION III - LIMITS OF INSURANCE, paragraph 7. is deleted in its entirety and replaced by the following:

7. Subject to paragraph 5., Section III - Limits of Insurance, the Medical Expense Limit is equal to the Medical Expense Limit stated in the Declarations subject to a minimum of \$10,000 and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

II. SUPPLEMENTARY PAYMENTS - BAIL BONDS AND LOSS OF EARNINGS

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, paragraphs 1.b. and 1.d. are deleted in their entirety and replaced by the following:

SECTION III - LIMITS OF INSURANCE, paragraph 7. is deleted in its entirety and replaced by the following:

- b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work;

III. DAMAGE TO PREMISES RENTED TO YOU

- A. When Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

J. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. SECTION I - COVERAGE A.2. Exclusions is amended to delete the last paragraph and is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

C. SECTION III - LIMITS OF INSURANCE, Paragraph 6. is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or, in case of damage by fire, lightning, explosion, smoke, or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the Each Occurrence Limit shown in the General Liability Declarations.

D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4.b.(1)(b) is deleted and replaced by the following:

(b) That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

E. SECTION V - DEFINITIONS, paragraph 9.a. is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

IV. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT RENTED OR LOANED TO YOU WITH A CREW

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion g. - Aircraft, Auto or Watercraft, paragraph (2), is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

The following is added to g.

(6) An aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in (2)(a) and (b) or (6) above, the insurance provided by this Coverage Form does not apply whether the other insurance is primary, excess, contingent, or issued on any other basis.

V. PROPERTY DAMAGE COVERAGE ARISING OUT OF ELEVATOR USE

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion j. is amended to include the following:

Paragraphs (3), (4) and (6) shall not apply to liability arising out of the use of elevators.

If other valid and collectible insurance applies to a loss because of "property damage" arising out of the use of elevators, this Coverage Form shall apply excess of the other insurance, whether this other insurance is primary, excess, contingent, or issued on any other basis.

VI. WHO IS AN INSURED

SECTION II - WHO IS AN INSURED, is amended by the following:

A. Paragraph 2. is amended to include the following as insureds:

- a. Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit"

This insurance shall not apply to any entity that is already an insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance

B. Newly Acquired or Formed Organizations

Paragraph 3.a. is deleted in its entirety and replaced with:

a. Coverage for your newly acquired or formed organization shall be:

1. Effective on the date of acquisition or affirmation; and
2. Afforded until the end of the policy period of this Coverage Form.

C. The following is added to Paragraph 2.a.:

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above

VII. MENTAL ANGUISH COVERAGE THAT RESULTS FROM BODILY INJURY

SECTION V- DEFINITIONS, Item 3., Bodily Injury, is deleted in its entirety and replaced with the following:

3. "Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and also includes mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and
- b. Death resulting from bodily injury, sickness or disease

VIII. ADVERTISING INJURY

A. SECTION V- DEFINITIONS, Item 14, Personal and Advertising Injury, paragraphs d. and e. are deleted in their entirety and replaced with the following:

- d. Oral, written or professionally produced televised or videotaped publication of material in any manner that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
- e. Oral, written or professionally produced televised or videotaped publication of material in any manner that violates a person's right to privacy;

B. SECTION I - COVERAGES, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY, Exclusions b. and c. are deleted in their entirety and replaced with the following:

- b. "Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material in any manner, if done by you or at your direction with knowledge of its falsity;

- c. "Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

IX. MOBILE EQUIPMENT

SECTION V - DEFINITIONS, Item 12., Mobile Equipment, paragraph f.(1) is amended to add the following:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

X. PER LOCATION AND PER PROJECT AGGREGATES

SECTION III - LIMITS OF INSURANCE, is amended to add the following:

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a covered "location" or covered construction project:
 - 1. A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Per Location or Per Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 - 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
 - 1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.
- D. For the purposes of this section of this endorsement, "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

XI. ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (SECTION II) is amended to include as an additional insured any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations. The following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization who leases to you or manages property you rent or lease.

XII. ADDITIONAL INSUREDS - VENDORS (LIMITED)

The following provision applies only if the policy to which this endorsement is attached provides insurance for "bodily injury" and "property damage" included in the "products-completed operations hazard":

WHO IS AN INSURED (SECTION II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - h. Any failure to maintain the product in a merchantable condition; or
 - i. "Bodily Injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

XIII. ADDITIONAL INSURED - BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization is an insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) The insurance does not apply to any "occurrence" which takes place after the equipment lease expires;
 - (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
 - (4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for that state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor, added as an "insured" by this coverage, does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

(1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed

No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to Managers or Lessors of Premises, Vendors, or Mortgagees, Assignees, or Receivers. For Managers or Lessors of Premises, refer to ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES. For Vendors, refer to ADDITIONAL INSURED - VENDORS. For Mortgagees, Assignees or Receivers, refer to ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER.

XIV. ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

XV. EXTENDED "PROPERTY DAMAGE" - EXPECTED OR INTENDED INJURY

Exclusion 2.a. of SECTION I - COVERAGES, COVERAGE A is deleted in its entirety and replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

XVI. PROPERTY DAMAGE - BORROWED EQUIPMENT

A. Paragraph (4) of Exclusion j. of SECTION I - COVERAGES, COVERAGE A does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and
2. Away from an insured's premises

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. SECTION III - LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is \$10,000 per "occurrence".

XVII. PROPERTY DAMAGE - "CUSTOMERS' GOODS"

- A. Paragraphs (3), (4), and (6) of Exclusion J. of SECTION I - COVERAGES, COVERAGE A does not apply to "property damage" to "customer's goods" while on your premises.
- B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.
- C. SECTION III - LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to customer's goods is \$10,000 per "occurrence".

XVIII. MEDICAL PERSONNEL

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

The following is added to SECTION I - COVERAGES, COVERAGE A - Bodily Injury and Property Damage Liability - Insuring Agreement:

- A. We will pay those sums the insured becomes legally obligated to pay as a result of an "occurrence" arising out of your employed registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic performing professional health care services. This applies only to those professional health care services arising out of duties related to the conduct of your business. The registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic must be your "employee".
- B. SECTION II - WHO IS AN INSURED is amended to include the above designated "employees" for acts within the scope of their employment by you while performing duties related to the conduct of your business including duties arising out of his or her providing or failure to provide professional health services.
- C. SECTION III - LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under Medical Personnel coverage is \$100,000 for all professional health services sustained by any one person.

XIX. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

- A. The following is added to Section I - Coverages:

SECTION I - LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

- (a) We will reimburse you for "product withdrawal expense" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III - Limits of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

- (c) We will reimburse "product withdrawal expenses" only if:
- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
 - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product withdrawal" was produced after the inception date of this policy or the date this endorsement was added, whichever is earlier.
- (d) The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
- (1) When you first announced, in any manner, to the general public, your vendors, or to your employees (other than those directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- (e) "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

(a) Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

(b) Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

(c) Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

- (1) An error in manufacturing, design or processing;
- (2) Transportation of "your product"; or
- (3) "Product tampering".

(d) Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

(e) Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

(f) **Known Defect**

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

(g) **Otherwise Excluded Products**

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury and Property Damage Liability by endorsement

(h) **Governmental Ban**

A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

(i) **Defense Of Claim**

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

(j) **Third Party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the Insured

(k) **Pollution-Related Expenses**

Any loss, cost, or expense due to any:

- (1) Request, demand, order, statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

B. For purposes of this endorsement, Section III - LIMITS OF INSURANCE is replaced by the following:

SECTION III - LIMITS OF INSURANCE

The most that we will reimburse you for under this coverage is \$10,000 regardless of the number of:

- (a) Insureds;
- (b) "Product withdrawals" initiated; or
- (c) Number of "your products" withdrawn.

The \$10,000 limit is the most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period.

C. For the purposes of this coverage, the Duties In The Event Of Occurrence, Claim Or Suit Condition under Section IV - Conditions is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

- (1) How, when and where the "defect" was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

b. If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
- (2) Notify us as soon as practicable

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

d. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "product withdrawal".

D. For the purposes of this coverage, the following is added to Section IV - Conditions:

Concealment Or Fraud

We will not provide coverage under Section I to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or
2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you under Section I of this coverage

XX. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Item 8., Transfer of Rights of Recovery Against Others to Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by the addition of the following:

We agree to waive any right of recovery we may have against any person or organization with whom you have agreed by contract prior to an "occurrence" to waive such rights because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". The waiver applies only to the person or organization with whom you have agreed in a contract prior to an "occurrence" to waive such rights.

XXI. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 2., Duties in the Event of Occurrence, Claim or Suit, is amended to include the following:

- e. Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives becomes aware of or should have become aware of such "occurrence", offense, claim or "suit".

XXII. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

10. Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of the Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

XXIII. LIBERALIZATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

11. If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state

XXIV. DEFINITIONS

The following definitions are added:

1. "Customers' goods" mean tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" do not include:
- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
 - b. Animals;
 - c. Contraband, or property in the course of illegal transportation or trade;
 - d. Personal property while airborne or waterborne;
 - e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
 - f. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
 - (2) Rowboats or canoes out of water at the described premises;
- g. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale)

2. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
3. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Product withdrawal" means the recall or withdrawal:

- a. From the market; or
- b. From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

5. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":
 - a. Costs of notification;
 - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to your regular non-salary employees and costs incurred by your employees, including costs of transportation and accommodations;
 - d. Costs of computer time;
 - e. Costs of hiring independent contractors and other temporary employees;
 - f. Costs of transportation, shipping or packaging;
 - g. Costs of warehouse or storage space; or
 - h. Costs of proper disposal of "your products" or products that contain "your products" that can not be reused, not exceeding your purchase price or your cost to produce the products.
6. "Profit" means the positive gain from business operation after subtracting for all expenses.

All other terms and conditions remain the same.

Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE PLUS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations page or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Broad Form "Insured"	Broadened to include subsidiaries and newly formed or acquired organizations
Blanket Additional Insured	Included
Supplementary Payments	\$3,000
Bail Bonds	Up to \$500 per day
Loss of Earnings	Deleted for owned autos - excess basis
Fellow "Employee" Exclusion	Deleted for owned autos - excess basis
Hired Car Physical Damage	Up to \$75,000
Loss of Use for Hired Cars	Up to \$1,000 per "accident"
Transportation Expense	Up to \$50 per day/\$1,500 maximum
Glass Breakage Amendment	Deductible waived if glass repaired and not replaced
Rental Reimbursement	Up to \$100 per day/Up to 30 days/\$3,000 maximum
Personal Effects Coverage	Up to \$500 in the event of a total theft of a covered "auto"
Customized Furnishings Coverage	Up to \$500 per "accident"
Duties in the Event of "Accident", Claim, "Suit" or "Loss"	Broadened
Unintentional Failure to Disclose Hazards	Included
Mental Anguish Resulting from "Bodily Injury"	Included
Accidental Airbag Discharge Coverage	Included
Auto Loan or Lease Gap Coverage	Included
Towing and Labor - Private Passenger Type Vehicles	Up to \$100 per disablement

Temporary Substitute Auto - Physical Damage Coverage	Included
Extra Expense - Broadened Coverage	Included
Audio, Visual and Data Electronic Equipment Coverage	Up to \$1,000
Blanket Waiver of Subrogation	Included

1. BROAD FORM INSURED

Section II, A.1., Who Is An Insured, is amended to add the following:

- d. Any legally incorporated entity of which you own at least 51% of the voting stock on the effective date of this endorsement. However, "insured" does not include any entity that is an "insured" under any other automobile liability policy provided by any company.
- e. Any newly acquired or formed organization of which you own at least 51% of voting stock. Coverage for your newly acquired or formed organization shall be:
 - (1) Effective on the date of acquisition or formation; and
 - (2) Afforded until the end of the policy period of this endorsement or the next anniversary of its inception date, whichever is earlier, provided that you notify us in writing before the earlier date, informing us of the newly acquired or formed organization.

This insurance does not apply to:

- (1) Damages arising out of "bodily injury" or "property damage" caused by an "accident" that occurred before the date of acquisition or formation;
- (2) Any newly acquired or formed organization that is already an "insured" under any other valid and collectible "auto" insurance provided by any company.

2. BLANKET ADDITIONAL INSURED

The following is added to Section II, A.1., Who Is An Insured:

- f. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured" subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have executed prior to the "bodily injury" or "property damage".
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to applicable principles of comparative negligence or fault.
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
 - (6) The coverage provided will not exceed the lesser of:
 - (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
 - (7) A person's or organization's status as an "insured", including persons or organizations added by endorsements or amendments of coverage, ends when your operations for that "insured" are completed.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Section II, A.2.a., sub-paragraphs (2) and (4) are replaced as follows:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. FELLOW "EMPLOYEE" EXCLUSION

Under Section II - Liability Coverage, Exclusion B.5., related to the fellow "employee", does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

5. HIRED CAR PHYSICAL DAMAGE AND LOSS OF USE

The following additional extension is added to Section III; Physical Damage Coverage, A.4., Coverage Extensions:

Hired Car Physical Damage and Loss of Use

If Comprehensive, Specified Perils, or Collision coverages are provided under this policy for any "auto" that is not a hired "auto", then Hired Car Physical Damage Coverage, subject to the following limit, is provided for those coverages.

The most we will pay for any one "accident" or "loss" is \$75,000 or the Actual Cash Value or Cost of Repair, whichever is smallest. Hired Car Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit and excess provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" shown in the Declarations.

For each hired "auto", the limit of insurance shown above shall be reduced by a deductible. That deductible shall be equal to the greatest deductible that applies to any owned covered "auto".

Section III, Physical Damage Coverage, A. 4. b., Loss of Use, is amended to provide the following limits in lieu of as shown:

Our payment is limited to the lesser of:

- (1) Necessary and actual expenses incurred; or
- (2) A maximum of \$1000 per "accident".

6. TRANSPORTATION EXPENSE

Section III, Physical Damage Coverage A.4.a. is amended to provide a limit of \$50 per day and a maximum limit of \$1500 in lieu of as shown.

7. GLASS BREAKAGE

Section III, Physical Damage Coverage, A.3.a. is deleted and replaced by the following:

- a. Glass breakage; however, with respect to private passenger "autos", any deductible shown in the Declarations shall not apply to glass breakage if the glass is repaired rather than replaced in a manner that we deem acceptable.

8. RENTAL REIMBURSEMENT COVERAGE

The following is added to Section III, A., Physical Damage Coverage:

Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. However:

- a. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered auto. If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered auto and return it to you.

(2) 30 days.

b. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) \$100 per day up to a maximum limit of \$3,000.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under item 5. TRANSPORTATION EXPENSE above.

9. PERSONAL EFFECTS COVERAGE

The following is added to Section III, A., Physical Damage Coverage:

Personal Effects Coverage

We will pay up to \$500 for loss to wearing apparel and other personal effects which are:

a. Owned by an insured; and

b. In or on your covered auto.

This coverage applies only in the event of a total theft of your covered auto and no deductible applies to this coverage.

10. CUSTOMIZED FURNISHINGS COVERAGE

The following is added to Section III, A., Physical Damage Coverage, Item 4., Coverage Extensions:

Customized Furnishings Coverage

a. We will pay with respect to a covered "auto" for "loss" to custom furnishings including, but not limited to:

(1) Special carpeting and insulation;

(2) Height-extending roofs;

(3) Custom murals, paintings, or other decals or graphics.

b. Our limit of liability for loss to custom furnishings in any one "accident" shall be the least of:

(1) The actual cash value of the stolen or damaged property;

(2) The amount necessary to repair or replace the property; or

(3) \$500.

c. This coverage does not apply to electronic equipment.

11. DUTIES IN THE EVENT OF "ACCIDENT", CLAIM, "SUIT" OR "LOSS"

Section IV, Business Auto Conditions, A.2.a. is deleted in its entirety and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". You must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge by your "employee" of an "accident" or "loss" will not constitute such knowledge by you, unless the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An officer of the corporation or an insurance manager, if you are a corporation.

Section IV, Business Auto Conditions, A.2.b.(2) is deleted in its entirety and replaced with the following:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit";

Knowledge by your "employees" of documents received concerning a claim or "suit" will not be deemed to be knowledge by you, unless the documents are known to any of your executive officers or partners or your insurance manager.

12. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Section IV, Business Auto Conditions, B. General Conditions Item 2. Is deleted in its entirety and replaced by the following:

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy is void in any case of fraud by you at any time as it relates to this policy. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This policy;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this policy.

Any unintentional failure to disclose or misrepresentation of a material fact at any time by you or any other "insured" will not result in a denial of coverage under this policy because of such concealment or misrepresentation.

13. MENTAL ANGUISH WHEN RESULTING FROM BODILY INJURY

Section V, Definitions, Item C., "Bodily Injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means:

1. Bodily injury, sickness or disease sustained by a person, and also includes mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and
2. Includes death resulting from bodily injury, sickness or disease.

14. ACCIDENTAL AIRBAG DISCHARGE

The following is added to Section III, Physical Damage Coverage, B., Exclusion 3.a.:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty that may apply.

15. AUTO LOAN OR LEASE GAP COVERAGE

Section III, Physical Damage Coverage, C., Limit of Insurance, is amended to add the following:

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:

- a. Overdue lease/loan payments and financial penalties associated with those payments at the time of the "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Nonrefundable security deposits;
- d. All refunds paid or payable to you as a result of the early termination of the lease agreements;
- e. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- f. Carry-over balances from previous loans or leases.

This coverage will only apply when no provision for this or similar coverage is included in the original lease agreement written on the covered leased "auto".

16. TOWING AND LABOR LIMIT

The following replaces Section III, Physical Damage Coverage, A.2. Towing:

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

17. TEMPORARY SUBSTITUTE AUTO - PHYSICAL DAMAGE COVERAGE

The following is added to SECTION I - COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

18. EXTRA EXPENSE - BROADENED COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage:

5. We will pay for the expense of returning a stolen covered "auto" to you.

19. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusions relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or

2. Both:

- a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
- b. permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with the equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

20. BLANKET WAIVER OF SUBROGATION

The following is added to SECTION IV, A.5., Transfer Of Rights Of Recovery Against Others To Us:

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of persons or organizations added as "insureds" under Section II - LIABILITY COVERAGE - A.1.d. and e. BROAD FORM "INSURED" and A.1.f. BLANKET ADDITIONAL INSURED.

All other terms and conditions remain the same.

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
Addiction, Research & Treatment, Incorporated dba BAART**

This Agreement is made this 1st day of July, 2010, in the City and County of San Francisco, State of California, by and between: **Addiction, Research & Treatment, Incorporated dba BAART, 1111 Market Street, 4th 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, Substance Abuse, ("Department") wishes to provide opioid dependent substance abuse treatment and education services to adult men and women, including pregnant women and participants in the PAES program; and,

WHEREAS, a Request for Proposal ("RFP") was issued on 03/13/2008, 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 4152-09/10 on 06/21/2010;

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, 2011.

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 Contract to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," 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 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Eight Million Two Hundred Two Thousand Six Hundred Twenty One Dollars (\$8,202,621)**. 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. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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 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.

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

CMS# 6961

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, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

20. **Default; Remedies.** 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:

8. Submitting False Claims; Monetary Penalties.

37. Drug-free workplace policy,

CMS# 6961

P-500 (5-10)

Addiction, Research & Treatment, Incorporated dba-BAART
5 of 21

July 1, 2010

10. Taxes
15. Insurance
24. Proprietary or confidential information of City
30. Assignment

53. Compliance with laws
55. Supervision of minors
57. Protection of private information
58. Graffiti removal

And, item 1 of Appendix D attached to this Agreement

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 () approval, settling all outstanding liabilities () all claims arising out of the termination of orders and () contracts.

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 | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement. |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |

- | | |
|---|---|
| 15. Insurance | 51. C on |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of private information |
| 24. Proprietary or confidential information of City | 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, Room 442 San Francisco, California 94102	FAX: (415) 252-3088 e-mail: Elizabeth.apana@sfdph.
And:	Mario Hernandez Contract Development & Technical Assistance 1380 Howard Street, Room 442 San Francisco, California 94102	FAX: (415) 255-3567 e-mail: Mario.hernandez@sfdph.org
To CONTRACTOR:	Addiction, Research & Treatment, Incorporated dba BAART 1111 Market Street, 4 th Floor San Francisco, California 94103	FAX: (415) 928-3710 e-mail: hcables@baartprograms.com

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

CMS# 6961

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

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. **Compliance and Enforcement**

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human

rights Commission or any other public official authorized to enforce the Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code § 14B.17.

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

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

34. Nondiscrimination; Penalties

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

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

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

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

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

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 the 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 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 include 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. 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. 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 financial audits of Contractor to ascertain if 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 requirements 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 if there are fewer barriers to employment than in other parts 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 HRC 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% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation – DELETED BY MUTUAL AGREEMENT OF THE PARTIES

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

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

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

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

60. Left blank by agreement of the parties. (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. 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 _____ is hereto have executed this Agreement on the _____ day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Addiction, Research & Treatment, Incorporated dba BAART



MITCHELL H. KATZ, M.D.
Director of Health

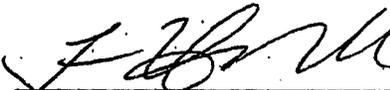
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Date

Approved as to Form:

Dennis J. Herrera
City Attorney

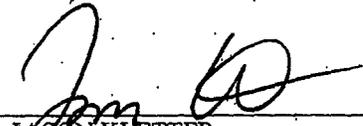
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

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.

By: 

TERENCE HOWZELL
Deputy City Attorney

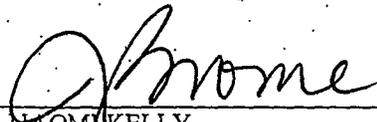
1/28/11
Date



JASON KLETTER
President
1111 Market Street, 4th Floor
San Francisco, California 94103

1/21/10
Date

Approved:



NAOMI KELLY
Director of the Office of
Contract Administration and
Purchaser

2/8/11
Date

City vendor number: 49728

RECEIVED
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Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: N/A (Insurance Waiver) Reserved
- D: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution
- H: Private Policy Compliance
- I: Emergency Response
- J: Substance Abuse Programs

Appendix A

Community Behavioral Health Services Description of Services

The following requirements are incorporated into Appendix A, as provided in this Agreement under Section 4. SERVICES.

A. Contract Administrator:

In performing the SERVICES hereunder, CONTRACTOR shall report to Mario Hernandez, Contract Administrator for the CITY, or her designee.

B. Reports:

(1) 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.

(2) CONTRACTOR agrees to submit to the Director of Public Health or his designated agent (hereinafter referred to as "DIRECTOR") the following reports: Annual County Plan Data; Utilization Review Data and Quarterly Reports of De-certifications; Peer Review Plan, Quarterly Reports, and relevant Peer Review data; Medication Monitoring Plan and relevant Medication Monitoring data; Charting Requirements, Client Satisfaction Data, Program Outcome Data, and Data necessary for producing bills and/or claims in conformance with the State of California Uniform Method for Determining Ability to Pay (UMDAP; the state's sliding fee scale) procedures.

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.

Space owned, leased or operated by providers, including satellites, and used for SERVICES or staff shall meet local fire codes. Documentation of fire safety inspections and corrections of any deficiencies shall be made available to reviewers upon request.

E. Adequate Resources:

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

F. Admission Policy:

Admission policies for the SERVICES shall be in writing and available to the public. Such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status, except to the extent that the SERVICES are to be rendered to a specific population as described in Appendix A. CONTRACTOR shall adhere to Title XIX of the Social Security Act and shall conform to all applicable Federal and State statutes and regulations. CONTRACTOR shall ensure that all clients will receive the same level of care regardless of client status or source of reimbursement when SERVICES are to be rendered.

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

(1) CONTRACTOR must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, §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 record keeping.

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

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

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

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

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

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

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

J. 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."

K. Client Fees and Third Party Revenue:

(1) Fees required by federal, state or CITY laws or regulations to be billed to the client, client's family, or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be

charged to the client or the client's family for the SERVICES. Inability to pay shall not be the basis for denial of any SERVICES provided under this Agreement.

(2) CONTRACTOR agrees that revenues or fees received by CONTRACTOR related to SERVICES performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive SERVICES. Accordingly, these revenues and fees shall not be deducted by CONTRACTOR from its billing to the CITY.

(3) CONTRACTOR agrees that funds received by CONTRACTOR from a source other than the CITY to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the CITY and deducted by CONTRACTOR from its billings to the CITY to ensure that no portion of the CITY'S reimbursement to CONTRACTOR is duplicated.

L. Billing and Information System

CONTRACTOR agrees to participate in the CITY'S Community Behavioral Health Services (CBHS) Billing and Information System (BIS) and to follow data reporting procedures set forth by the CBHS BIS and Quality Improvement Units.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

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

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

P. Working Trial Balance with Year-End Cost Report

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

Q. Harm Reduction

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

R. Compliance with Community Behavioral Health Services Policies and Procedures

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

S. Clinics to Remain Open: (Mental Health outpatient contracts only)

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

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

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

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

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 ART Turk Clinic: Drug MediCal Non-Perinatal/Private Pay Subsidy

Appendix A-2 FACET Drug MediCal Perinatal/FACET Augmentation

Appendix A-3: ART Market Clinic: Drug MediCal Non-Peri-natal/Private Pay Subsidy/PAES

City Fiscal Year: 2010-11

Appendix A- 1: ART Turk Clinic: Drug MediCal Non-Perinatal/ Private
Pay S subsidy

Section 1: Agency and Program Identification

Addiction Research and Treatment's (ART) Turk Street Clinic is located at 433 Turk Street, San Francisco, 94102.

The Clinic Director is Nadine Laurent.
The program phone number is (415) 928-7800.
Fax number is 415-928-3710

Section 2: Nature of Document

Renewal Document. The term for contract to be renewed is from July 1, 2010 through June 30, 2011.

Section 3: Goal Statement

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

Section 4: Target Population

Target Population: This ART program targets San Francisco residents abusing and/or addicted to opioids.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve male, female and transgender adults.
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Ethnic Background and language needs:** The program will serve individuals from all ethnic, racial, religious, and cultural backgrounds.
- **Sexual Orientation:** ART will serve individuals regardless of sexual orientation or gender identity.
- **Neighborhood:** The Geary Street Clinic target population includes particularly at-risk neighborhoods such as the Tenderloin, the Mission District and South of Market.
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.
- **Economic Status:** The program will serve individuals from all levels of economic status.

Section 5: Modality & Description of Service

City Fiscal Year: 2010-11

A. Modality:

ART's primary service function is Methadone Maintenance (MMT).

Ancillary services including medical examinations, individual and group counseling are included. HIV, Hep C, and TB screenings and primary medical care are also offered on site.

The ART program offers comprehensive opioid treatment for opioid dependent persons. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

B. Definition of Billable services: (see Exhibit B)

Narcotic Treatment Programs (NTP) are commonly called methadone maintenance programs, methadone detoxification programs, or LAAM maintenance programs in San Francisco.

The unit of service definitions for NTPs are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols. One unit of service for a Narcotic Treatment Program is defined as either one dose of methadone or LAAM (either for clinic consumption or take-home) or one 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-10 members in size. For Medi-Cal reimbursement, the standards for service delivery specify daily dosing and five units of counseling per month in maintenance programs.

Section 6: Methodology

<i>Turk Street Question</i>	<i>B</i>	<i>C</i>	<i>D</i>
<i>Units of Service (UOS) Description</i>	<i>Units of Service</i>	<i>Number of Clients</i>	<i>Unduplicated Clients (UDC)</i>
<i>Dosing</i>	142,068	440	440
<i>Individual Counseling</i>	79,200	440	440
<i>Group Counseling</i>	31,680	440	440
<i>Ancillary services</i>	996	83	83
<i>Total UOS Delivered</i>	253,944		
<i>Total UDC Served</i>			440

- A. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAART-CDP website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.
- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

City Fiscal Year: 2010-11

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Turk Street clinic, located at 433 Turk Street in San Francisco. The clinic is open for the dispensing of methadone 365 days per year. The Turk Street Clinic hours are Monday through Friday from 7:00 AM to 10:45 AM and 12:00 PM to 2:45 PM, Saturday and Sunday from 9:00 AM to 12:00 PM and on Holidays from 8:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

City Fiscal Year: 2010-11

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Patient Retention

The Turk Street Clinic will receive \$19,920 in Private Pay Subsidy funds for the period from 7/01/10 through 6/30/11. These funds will be used to provide a subsidy to all the current private pay patients to offset treatment fees on a monthly basis and is calculated based on the number of private pay patients enrolled for the given month.

Linkage

The Turk Street Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E. See Appendix B for staffing.

Section 7: Objectives and Measurements

City Fiscal Year: 2010-11.

Objective A.1: Reduced Psychiatric Symptoms

A.1.a The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010 – June 2011 will be compared with the data collected in July 2009 – June 2010. Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Objective A.2: Reduce Substance Use

A.2.a.(ii) Methadone Objective – 70 % of client admitted into methadone treatment will still be in methadone treatment and stay in treatment for 12 months after admission.

A.2.b Substance Abuse Outpatient Treatment Providers will show a reduction of AOD use from admission to discharge for 60% of clients who remain in the program for 60 days or longer. For Substance Abuse Residential Treatment Providers, this will be measured from admission to discharge for clients who remain in the program for 30 days or longer.

A.2.c Substance Abuse Treatment Providers will show a reduction of days in jail or prison from admission to discharge for 60% of new clients admitted during Fiscal Year 2010-11, who remained in the program for 60 days or longer. For Substance Abuse Residential Providers, this objective will be measured on new clients admitted during Fiscal Year 2010-11, who remained in the program for 30 days or longer.

Objective A.3: Increase Stable Living Environment

A.3.a 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.

Objective F.1: Health Disparity in African Americans

F.1.a Metabolic and health screening

Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.

F.1.b Primary Care provider and health care information

All clients and families at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.

The new Avatar system will allow electronic documentation of such information.

F.1.c Active engagement with primary care provider

75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.

Objective G.1: Alcohol Use/Dependency

G.1.a For all contractors and civil service clinics, information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self-help programs) will be kept on prominent display and distributed to clients and families at all program sites.

Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.

City Fiscal Year: 2010-11

G.1.b All contractors and civil service clinics are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Based Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.

Objective H.1: Planning for Performance Objective FY 2011-2012

H.1.a Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families. *System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new clients survey with suggested interventions. The contractor/clinic will establish performance improvement objective for the following year, based on feedback from the survey.*

H.1.b Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by African American individuals and families. *Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor/clinic. The contractor/clinic will establish performance improvement objective for the following year, based on their program's client retention data. Use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.*

Section 8: Continuous Quality Improvement

ART employs a full time Quality Improvement Coordinator to ensure program compliance with the Health Commission, local, state, and federal regulations, including HIPAA and Title IX regulations. ART has maintained CARF accreditation since August 2000.

HIPAA Policy

ART has Privacy Policies and Procedures designed to ensure compliance with all applicable state and federal laws governing the privacy and confidentiality of protected health information and that it adopts and follows proper practices in this area.

Harm Reduction Policy

The focus of ART programs' relationship with patients receiving substance abuse treatment is the reduction and/or cessation of illicit drug use. Once a patient ceases illicit drug use, focus of treatment becomes relapse prevention. If relapse occurs it is treated as a normal part of the recovery process and efforts are shifted to make the relapse finite and short in duration.

Cultural Competency

For years, ART has incorporated ideas reflected by the CLAS standards of cultural diversity. Policies, operational guidelines, and organizational and program goals have been developed, formalized, incorporated into written policy manuals and implemented in daily clinic practices.

ART has a non-discrimination policy for both patients and staff ensuring equal opportunities for all eligible individuals who wish to receive ART services or apply for employment. Patients receive a written copy of the patient non-discrimination policy at an initial individual orientation meeting conducted by a substance abuse counselor who also reviews the policy orally with the patient. Staff receives an oral review and a written copy of the ART non-discrimination policy during the new employee orientation conducted by the Human Resource department.

ART employees are trained on the importance of honoring the dignity of all patients served. Every May ART staff is required to participate in cultural sensitivity training and training on privacy and confidentiality requirements, Code of Ethics, Patient Rights, and Grievance Procedures. Each September, all direct care staff participate in "Special

Contractor: ART db \AR (Addiction Research and Treatment)

Appendix A-

Program: ART Turk Clinic

Contract Term 07/01/10 through 06/30/11

City Fiscal Year: 2010-11

Populations Training" designed to address issues relevant to sub-altern populations: individuals living with HIV/AIDS, women, transgender individuals, adolescents, and seniors.

Client Satisfaction

Patients are encouraged to participate in the annual client satisfaction surveys administered by the CBHS as well as the internal ART bi-annual patient satisfaction survey exercise. Results from the internal survey are posted in the lobbies.

City Fiscal Year : 2010-11

Appendix A- 2: FACET Drug Medi-Cal Perinatal / FACET Augmentation

Section 1: Agency and Program Identification

FACET is located in Addiction Research and Treatment's (ART) Turk Street Clinic, at 433 Turk Street, San Francisco, 94102.

The Clinic Director is Nadine Laurent.
The program phone number is (415) 928-7800.
Fax number is 415-928-3710

Section 2: Nature of Document

Renewal Document. The term for contract to be renewed is from July 1, 2010 through June 30, 2011.

Section 3: Goal Statement

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

Section 4: Target Population

Target Population: The FACET program targets pregnant and parenting San Francisco residents abusing and/or addicted to opioids. The FACET Perinatal program includes opioid dependent women with children up to two years old.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve pregnant and 60 day postpartum females.
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, HCV, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

Section 5: Modality & Description of Service

A. Modality:

ART's primary service function is **Methadone Maintenance (MMT)**.

Ancillary services provided for FACET patients include medical examinations, parenting classes, nutritional education, nutritional supplements, individual and group counseling. HIV, HCV, and TB screenings and primary medical care are also offered on site. Recent studies have shown that Buprenorphine Maintenance Treatment (BMT) is also safe and effective in the treatment of pregnant opioid dependent women. BMT may present advantages over MMT for some pregnant women, and so FACET treatment will now also include BMT.

The FACET program offers comprehensive opioid treatment for opioid dependent pregnant women and mothers. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

City Fiscal Year : 2010-11

B. Definition of Billable services: (see Appendix B).

Narcotic Treatment Programs (NTP) are commonly called methadone maintenance programs, methadone detoxification programs, or LAAM maintenance programs in San Francisco.

The unit of service definitions for NTPs are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols. One unit of service for a Narcotic Treatment Program is defined as either one dose of methadone or LAAM (either for clinic consumption or take-home) or one 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-10 members in size. For Medi-Cal reimbursement, the standards for service delivery specify daily dosing and five units of counseling per month in maintenance programs.

These definitions and requirement will apply to FACETR patients receiving BMT. Service associated with BMT (e.g., dosing counseling other support) should be billed as they would be for MMT. Pregnant women may be receiving their buprenorphine outside of ART., for example through their primary care or obstetric provider, may be enrolled into FACET to receive psychosocial services. These services can be billed as they would be if the patient were receiving the buprenorphine through the BAART clinic. The buprenorphine itself will be provided by the CBHS pharmacy,

Section 6: Methodology

<i>FACET</i>	<i>B</i>	<i>C</i>	<i>D</i>
<i>Units of Service (UOS) Description</i>	<i>Units of Service</i>	<i>Number of Clients</i>	<i>Unduplicated Clients (UDC)</i>
<i>Dosing Methadone/Buprenorphine</i>	2,384	7	7
<i>Individual Counseling</i>	1260	7	7
<i>Group Counseling</i>	168	7	7
<i>Ancillary services</i>	120	10	10
<i>Ancillary/Medical</i>	240	10	10
<i>Education/Nutrition</i>	441	10	10
<i>Parenting</i>	480	10	10
<i>Case Management</i>	480	10	10
<i>Total UOS Delivered</i>	5573		
<i>Total UDC Served</i>			10

A. FACET staff maintains an active role on the San Francisco Perinatal Coordinating Council and participants in the San Francisco Perinatal Forum. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAARTPROGRAMS website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.

B. Methadone/Buprenorphine Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

City Fiscal Year : 2010-11.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for FACET admission include:

- Pregnant opioid dependent women
- Pregnant Persons with HIV infection
- Pregnant Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Pregnant Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Turk Street clinic is located at 433 Turk Street in San Francisco. The clinic is open for the dispensing of methadone 365 days per year. The Turk Street Clinic hours are Monday through Friday from 7:00 AM to 10:45 AM and 12:00 PM to 2:45 PM, Saturday and Sunday from 9:00 AM to 12:00 PM and on Holidays from 8:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

FACET Program Description:

Facet offers comprehensive substance abuse and parenting services to pregnant and parenting opioid dependent women. Women who attend this program receive 1.) methadone/buprenorphine treatment to reduce physiological withdrawal symptoms from opioid addiction, 2.) group and individual counseling, 3.) parenting and perinatal training, and 4.) medical services 5.) weekly peer group sessions, and 6.) weekly urine screenings for illicit substances.

Medical services include a complete health assessment upon entering the program (medical/social history, physical examination, laboratory tests, and PPD test and STD/HCV/HIV screenings), monthly visits with a licensed nutritionist, pre-natal visits and medical care coordination for the mother, newborn infant and children up to two years old.

In addition to standard MMT documentation, the FACET Coordinator maintains all prenatal records, delivery outcomes, APGAR scores, birth weights, weekly urinalysis results, and OB/GYN, multi-disciplinary team and Child Protective Services correspondence. The FACET Coordinator acts as the case manager for each FACET patient by locating and arranging for transitional, temporary and permanent housing as well as assisting with the acquisition of clothing, blankets, infant and child care supplies, and coordinating vocational and educational opportunities.

The ART FACET Program seeks to provide a recovery environment where a pregnant substance-abusing woman with special needs can access appropriate treatment services. It is the FACET philosophy that when a patient is met with a service oriented, non-judgmental, culturally sensitive, practical substance abuse treatment regimen that addresses self esteem, medical, and family needs, the most successful long term treatment outcomes occur.

FACET Augmentation includes services that are not methadone dosing and counseling. These services include additional parenting training and nutritional training for women up to 60 days post partum. A childcare room is available on site for FACET patients to leave their children during dosing periods, counseling sessions, medical appointments, and group sessions. Although not a licensed day care program, FACET provides patients' children, five years and under, short-term adult supervision in a child-friendly play area during clinic hours,

City Fiscal Year : 2010-11

Monday through Friday. Other services that will be available to patients are as medical and pediatric care, educational and nutritional classes, parenting and case management.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT/BMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled weekly on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients.

Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Linkage

The FACET team maintains and regularly updates a list of referral sources and close relationships with agencies providing psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;

City Fiscal Year : 2010-11

- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E. See Appendix B for staffing.

Section 7: Objectives and Measurements

A.1.a The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010 - June 2011 will be compared with the data collected in July 2009 - June 2010. Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Objective A.2: Reduce Substance Use

A.2.a.(ii) Methadone Objective - 70 % of client admitted into methadone/buprenorphine treatment will still be in methadone treatment and stay in treatment for 12 months after admission.

A.2.b Substance Abuse Outpatient Treatment Providers will show a reduction of AOD use from admission to discharge for 60% of clients who remain in the program for 60 days or longer. For Substance Abuse Residential Treatment Providers, this will be measured from admission to discharge for clients who remain in the program for 30 days or longer.

A.2.c Substance Abuse Treatment Providers will show a reduction of days in jail or prison from admission to discharge for 60% of new clients admitted during Fiscal Year 2010-11, who remained in the program for 60 days or longer. For Substance Abuse Residential Providers, this objective will be measured on new clients admitted during Fiscal Year 2010-11, who remained in the program for 30 days or longer.

Objective A.3: Increase Stable Living Environment

A.3.a 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.

City Fiscal Year : 2010-11

Objective F.1: Health Disparity in African Americans

F.1.a Metabolic and health screening

Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.

F.1.b Primary Care provider and health care information

All clients and families at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.

The new Avatar system will allow electronic documentation of such information.

F.1.c Active engagement with primary care provider

75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.

Objective G.1: Alcohol Use/Dependency

G.1.a For all contractors and civil service clinics, information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self-help programs) will be kept on prominent display and distributed to clients and families at all program sites.

Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.

G.1.b All contractors and civil service clinics are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Based Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.

Objective H.1: Planning for Performance Objective FY 2011-2012

H.1.a Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families. *System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new clients survey with suggested interventions. The contractor/clinic will establish performance improvement objective for the following year, based on feedback from the survey.*

H.1.b Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by African American individuals and families. *Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor/clinic. The contractor/clinic will establish performance improvement objective for the following year, based on their program's client retention data. Use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.*

Section 8: Continuous Quality Improvement

ART employs a full time Quality Improvement Coordinator to ensure program compliance with the Health Commission, local, state, and federal regulations, including HIPPA and Title IX regulations. ART has maintained CARF accreditation since August 2000.

HIPAA Policy

ART has Privacy Policies and Procedures designed to ensure compliance with all applicable state and federal laws governing the privacy and confidentiality of protected health information and that it adopts and follows proper practices in this area.

Harm Reduction Policy

City Fiscal Year : 2010-11

The focus of BAART programs' relationship with patients receiving substance abuse treatment is the reduction and/or cessation of illicit drug use. Once a patient ceases illicit drug use, focus of treatment becomes relapse prevention. If relapse occurs it is treated as a normal part of the recovery process and efforts are shifted to make the relapse finite and short in duration.

Cultural Competency

For years, ART has incorporated ideas reflected by the CLAS standards of cultural diversity. Policies, operational guidelines, and organizational and program goals have been developed, formalized, incorporated into written policy manuals and implemented in daily clinic practices.

ART has a non-discrimination policy for both patients and staff ensuring equal opportunities for all eligible individuals who wish to receive ART services or apply for employment. Patients receive a written copy of the patient non-discrimination policy at an initial individual orientation meeting conducted by a substance abuse counselor who also reviews the policy orally with the patient. Staff receives an oral review and a written copy of the ART non-discrimination policy during the new employee orientation conducted by the Human Resource department.

ART employees are trained on the importance of honoring the dignity of all patients served. Every May ART staff is required to participate in cultural sensitivity training and training on privacy and confidentiality requirements, Code of Ethics, Patient Rights, and Grievance Procedures. Each September, all direct care staff participate in "Special Populations Training" designed to address issues relevant to subaltern populations: individuals living with HIV/AIDS, women, transgender individuals, adolescents, and seniors.

Client Satisfaction

Patients are encouraged to participate in the annual client satisfaction surveys administered by the CBHS as well as the internal ART bi-annual patient satisfaction survey exercise. Results from the internal survey are posted in the lobbies.

City Fiscal Year: 2010-11

Appendix A- 3: ART Market Clinic: Drug MediCal Non-Perinatal/ Private Pay Subsidy/ PAES

Section 1: Agency and Program Identification

Addiction Research and Treatment's (ART) Market Street Clinic is located at 1111 Market Street, San Francisco, 94103.

The Clinic Director is Dan Graney.
The program phone number is (415) 863-3883.
Fax number is (415) 863-7343

Section 2: Nature of Document

Renewal Document. The term for contract to be renewed is from July 1, 2010 through June 30, 2011.

Section 3: Goal Statement

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

Section 4: Target Population

Target Population: ART programs target individuals abusing and/ or addicted to opioids. PAES program targets San Francisco residents enrolled in the San Francisco County Welfare-to-Work General Assistance program and abusing and/ or addicted to opioids. The CAAP program targets individuals enrolled in the DHS CAAP program for general assistance.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve male, female and transgender adults
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Homeless Status:** The target population includes many individuals who are homeless, living in the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, HCV, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

Section 5: Modality & Description of Service

A. Modality:

ART's primary service function is Methadone Maintenance (MMT).

Ancillary services including medical examinations, individual and group counseling are included. HIV, Hep C, and TB screenings and primary medical care are also offered on site.

City Fiscal Year: 2010-11

The ART program offers comprehensive opioid treatment for opioid dependent persons. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

B. Definition of Billable services: (see Exhibit B)

Narcotic Treatment Programs (NTP) are commonly called methadone maintenance programs, methadone detoxification programs, or LAAM maintenance programs in San Francisco.

The unit of service definitions for NTPs are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and Title 22, Medi-Cal Protocols. One unit of service for a Narcotic Treatment Program is defined as either one dose of methadone or LAAM (either for clinic consumption or take-home) or one 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review, and crisis intervention. Groups must be 4-10 members in size. For Medi-Cal reimbursement, the standards for service delivery specify daily dosing and five units of counseling per month in maintenance programs.

Section 6: Methodology

<i>Market Street Clinic</i>	<i>B</i>	<i>C</i>	<i>D</i>
<i>Units of Service (UOS) Description</i>	<i>Units of Service</i>	<i>Number of Clients</i>	<i>Unduplicated Clients (UDC)</i>
<i>Dosing</i>	118,100	375	375
<i>Individual Counseling</i>	67,500	375	375
<i>Group Counseling</i>	27,000	375	375
<i>Ancillary services</i>	960	80	80
<i>PAES Dosing</i>	1,307	4	4
<i>PAES Individual Counseling</i>	720	4	4
<i>Total UOS Delivered</i>	<i>272,838</i>		
<i>Total UDC Served</i>			<i>440</i>

A. PAES Patients are referred to ART via the San Francisco Welfare-to-Work General Assistance Program. CAAP patients are also referred through the county system. In general, ART depends on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAART-CDP website. ART participates in Project Homeless Connect and Ladies Night Out providing staff support and free detoxification opportunities. ART also participates in local service committees and community events such as the Polk Street and the 6th Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.

B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference. Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

City Fiscal Year: 2010-11

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women (transferred to Geary Street clinic's FACET program)
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, agitated by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Market Street clinic, located at 1111 Market Street in San Francisco, is open for the dispensing of methadone 365 days per year. The Market Street Clinic hours are Monday through Friday from 6:00 AM to 1:45 PM, Saturday and Sunday from 9:00 AM to 12:00 PM and on Holidays from 8:00 AM to 12:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index- Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process. Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all

City Fiscal Year: 2010-11

patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Patient Retention

The Market Street Clinic will receive \$19,200 in Private Pay Subsidy funds for the period from 7/01/10 through 6/30/11. These funds will be used to provide a subsidy to all the current private pay patients to offset treatment fees on a monthly basis and is calculated based on the number private pay patients enrolled for the given month.

Linkage

The Market Street Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

E. See Appendix B for staffing.

Section 7: Objectives and Measurements

Objective A.1: Reduced Psychiatric Symptoms

A.1.a The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010 - June 2011 will be compared with the data collected in July 2009 - June 2010. Programs

City Fiscal Year: 2010-11

will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Objective A.2: Reduce Substance Use

A.2.a.(ii) Methadone Objective – 70 % of client admitted into methadone treatment will still be in methadone treatment and stay in treatment for 12 months after admission.

A.2.b Substance Abuse Outpatient Treatment Providers will show a reduction of AOD use from admission to discharge for 60% of clients who remain in the program for 60 days or longer. For Substance Abuse Residential Treatment Providers, this will be measured from admission to discharge for clients who remain in the program for 30 days or longer.

A.2.c Substance Abuse Treatment Providers will show a reduction of days in jail or prison from admission to discharge for 60% of new clients admitted during Fiscal Year 2010-11, who remained in the program for 60 days or longer. For Substance Abuse Residential Providers, this objective will be measured on new clients admitted during Fiscal Year 2010-11, who remained in the program for 30 days or longer.

Objective A.3: Increase Stable Living Environment

A.3.a 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.

Objective F.1: Health Disparity in African Americans

F.1.a Metabolic and health screening

Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.

F.1.b Primary Care provider and health care information

All clients and families at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.

The new Avatar system will allow electronic documentation of such information.

F.1.c Active engagement with primary care provider

75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.

Objective G.1: Alcohol Use/Dependency

G.1.a For all contractors and civil service clinics, information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self-help programs) will be kept on prominent display and distributed to clients and families at all program sites.

Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.

G.1.b All contractors and civil service clinics are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Based Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.

Objective H.1: Planning for Performance Objective FY 2011-2012

H.1.a Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families. *System of Care, Program Review, and Quality Improvement unit will provide feedback*

City Fiscal Year: 2010-11

to contractor/clinic via new clients survey with suggested interventions. The contractor/clinic will establish performance improvement objective for the following year, based on feedback from the survey.

H.1.b Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by African American individuals and families. *Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor/clinic. The contractor/clinic will establish performance improvement objective for the following year, based on their program's client retention data. Use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.*

Section 8: Continuous Quality Improvement

ART employs a full time Quality Improvement Coordinator to ensure program compliance with the Health Commission, local, state, and federal regulations, including HIPAA and Title IX regulations. ART has maintained CARF accreditation since August 2000.

HIPAA Policy

ART has Privacy Policies and Procedures designed to ensure compliance with all applicable state and federal laws governing the privacy and confidentiality of protected health information and that it adopts and follows proper practices in this area.

Harm Reduction Policy

The focus of BAART programs' relationship with patients receiving substance abuse treatment is the reduction and/or cessation of illicit drug use. Once a patient ceases illicit drug use, focus of treatment becomes relapse prevention. If relapse occurs it is treated as a normal part of the recovery process and efforts are shifted to make the relapse finite and short in duration.

Cultural Competency

For years, ART has incorporated ideas reflected by the CLAS standards of cultural diversity. Policies, operational guidelines, and organizational and program goals have been developed, formalized, incorporated into written policy manuals and implemented in daily clinic practices

ART has a non-discrimination policy for both patients and staff ensuring equal opportunities for all eligible individuals who wish to receive ART services or apply for employment. Patients receive a written copy of the patient non-discrimination policy at an initial individual orientation meeting conducted by a substance abuse counselor who also reviews the policy orally with the patient. Staff receives an oral review and a written copy of the ART non-discrimination policy during the new employee orientation conducted by the Human Resource department.

ART employees are trained on the importance of honoring the dignity of all patients served. Every May ART staff is required to participate in cultural sensitivity training and training on privacy and confidentiality requirements, Code of Ethics, Patient Rights, and Grievance Procedures. Each September, all direct care staff participate in "Special Populations Training" designed to address issues relevant to subaltern populations: individuals living with HIV/AIDS, women, transgender individuals, adolescents, and seniors.

Client Satisfaction

Patients are encouraged to participate in the annual client satisfaction surveys administered by the CBHS as well as the internal ART bi-annual patient satisfaction survey exercise. Results from the internal survey are posted in the lobbies.

Appendix B
Calculation of Charges

I. 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) calendar 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 not to exceed twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. **Program Budgets and Final Invoice**

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

Budget Summary

Appendix B-1 ART Turk Clinic: Drug MediCal Non-Perinatal/Private Pay Subsidy

Appendix B-2 FACET Drug MediCal Perinatal/FACET Augmentation

Appendix B-3: ART Market Clinic: Drug MediCal Non-Peri-natal/Private Pay Subsidy/PAES

B. **COMPENSATION**

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Eight Million Two Hundred Two Thousand Six Hundred Twenty One Dollars (\$8,202,621)** for the period of July 1, 2010 through December 31, 2011.

CONTRACTOR understands that, of this maximum dollar obligation, **\$878,852** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2010 through June 30, 2011	\$4,882,513
July 1, 2011 through December 31, 2011	\$2,441,256
Contingency	\$878,852
Total	\$8,202,621

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR further understands that \$2,430,173 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM007000039 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM07000039 for the Fiscal Year 2010-2011.

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

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

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

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

DPH 1: Department of Public Health Contract Budget Summary

CONTRACT TYPE - This contract is:		New	Renewal	Modification		
If modification, Effective Date of Mod.:		# of Mod:		VENDOR ID (DPH USE ONLY): 49728		
LEGAL ENTITY NUMBER:		49728				
LEGAL ENTITY/CONTRACTOR NAME: ADDICTION RESEARCH AND TREATMENT						
APPENDIX NUMBER	B-1	B-2	B-3			
PROVIDER NUMBER	383811	383810	383812			
PROVIDER NAME:	ART-TURK	ART-FACET	ART-MARKET			TOTAL
CBHS FUNDING TERM:	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11			
FUNDING USES						
SALARIES & EMPLOYEE BENEFITS	1,655,989	167,577	1,357,137			3,180,712
OPERATING EXPENSE	604,419	10,561	563,694			1,178,674
CAPITAL OUTLAY (COST \$5,000 AND OVER)						
SUBTOTAL DIRECT COSTS	2,260,419	178,137	1,920,830			4,359,386
INDIRECT COST AMOUNT	271,250	21,376	230,500			523,126
INDIRECT %	12%	12%	12%			12%
TOTAL FUNDING USES:	2,531,669	199,514	2,151,330			4,882,513
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS - click below						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
3RD PARTY PAYOR REVENUES - click below						
REALIGNMENT FUNDS						
COUNTY GENERAL FUND						
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES						
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
FEDERAL REVENUES - click below						
Perinatal Medi-Cal #93.778		49,231				49,231
Drug Medical	2,511,749		2,109,962			4,621,711
STATE REVENUES - click below						
GRANTS/PROJECTS - click below						
WORK ORDERS - click below						
HSA Work Order/PAES/SSI Advocacy			22,168			22,168
3RD PARTY PAYOR REVENUES - click below						
COUNTY GENERAL FUND	19,920	150,283	19,200			189,403
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	2,531,669	199,514	2,151,330			4,882,513
TOTAL DPH REVENUES	2,531,669	199,514	2,151,330			4,882,513
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES						
TOTAL REVENUES (DPH AND NON-DPH)	2,531,669	199,514	2,151,330			4,882,513
Prepared by/Phone #:						

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

FISCAL YEAR: FY 2010-2011		APPENDIX #: B-1				
LEGAL ENTITY NAME: ADDICTION RESEARCH AND TREATMENT		PROVIDER #: 38A1				
PROVIDER NAME: ART-TURK						
REPORTING UNIT NAME:	METHADONE DOSING	METHADONE INDIVIDUAL COUNSELING	METHADONE GROUP COUNSELING	Non-Medical NTP Subsidy		
REPORTING UNIT:	383811	383811	383811	383811		
MODE OF SVCS / SERVICE FUNCTION CODE	NTP-48	NTP-48	NTP-48	Anc-68		
SERVICE DESCRIPTION	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Ancillary Svcs Case Mgmt (Excluding SACPA clients)		TOTAL
CBHS FUNDING TERM:	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11		
FUNDING USES						
SALARIES & EMPLOYEE BENEFITS	958,096	625,814	59,059	13,030		1,655,999
OPERATING EXPENSE	349,694	228,414	21,556	4,756		604,419
CAPITAL OUTLAY (COST \$5,000 AND OVER)						
SUBTOTAL DIRECT COSTS	1,307,790	854,229	80,614	17,786		2,260,419
INDIRECT COST AMOUNT	156,835	102,507	9,674	2,134		271,250
TOTAL FUNDING USES:	1,464,725	956,736	90,288	19,920		2,531,669
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS - click below						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
3RD PARTY PAYOR REVENUES - click below						
REALIGNMENT FUNDS						
COUNTY GENERAL FUND						
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES						
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
FEDERAL REVENUES - click below						
Drug Medical	1,464,725	956,736	90,288			2,511,749
STATE REVENUES - click below						
GRANTS/PROJECTS - click below						
WORK ORDERS - click below						
3RD PARTY PAYOR REVENUES - click below						
COUNTY GENERAL FUND				19,920		19,920
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	1,464,725	956,736	90,288	19,920		2,531,669
TOTAL DPH REVENUES	1,464,725	956,736	90,288	19,920		2,531,669
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES						
TOTAL REVENUES (DPH AND NON-DPH)	1,464,725	956,736	90,288	19,920		2,531,669
CBHS UNITS OF SVCS/TIME AND UNIT COST						
UNITS OF SERVICE ¹	142,068	79,200	31,680	996		
UNITS OF TIME ²						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	10.31	12.08	2.85	20.00		
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	10.31	12.08	2.85	20.00		
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)	10.31	12.08	2.85			
UNDUPLICATED CLIENTS	440	440	440	83		

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 383811
 Provider Name (same as line 8 on DPH 1): ART-TURK

APPENDIX #: B-1
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Bookkeeper	0.58	\$ 24,645.46	0.58	24,645								
Medical Assistant	0.58	\$ 15,550.66	0.58	15,551								
Receptionist	0.56	\$ 14,093.17	0.56	14,093								
Receptionist	0.65	\$ 15,787.65	0.65	15,788								
Secretary	0.81	\$ 31,347.34	0.81	31,347								
Security Guard	0.58	\$ 14,093.80	0.58	14,094								
Site Research Coordinator	0.24	\$ 9,281.57	0.24	9,282								
Counselor - Maintenance	0.95	\$ 35,238.01	0.95	35,238								
Counselor - Maintenance	0.95	\$ 42,853.88	0.95	42,854								
Counselor - Maintenance	0.95	\$ 33,243.57	0.95	33,244								
Counselor - Maintenance	0.95	\$ 36,283.24	0.95	36,283								
Counselor - Maintenance	0.95	\$ 34,947.11	0.95	34,947								
Counselor - Maintenance	0.95	\$ 37,609.41	0.95	37,609								
Counselor - Maintenance	0.95	\$ 38,747.82	0.95	38,748								
Counselor - Maintenance	0.95	\$ 34,406.99	0.95	34,407								
Counselor - Maintenance	0.95	\$ 35,307.59	0.95	35,308								
Counselor - Maintenance	0.95	\$ 38,373.10	0.95	38,373								
Counselor - Maintenance	0.95	\$ 37,165.39	0.95	37,165								
Counselor - Maintenance	0.95	\$ 37,165.39	0.95	37,165								
Counselor - Maintenance	0.95	\$ 36,683.60	0.95	36,684								
Counselor - Intakes	0.47	\$ 17,807.59	0.47	17,808								
Counselor - Maintenance	0.71	\$ 29,897.88	0.71	29,898								
Lead Counselor	0.82	\$ 32,387.68	0.82	32,388								
Counselor - Maintenance	0.82	\$ 29,128.61	0.82	29,129								
Counselor - Maintenance	0.82	\$ 31,444.25	0.82	31,444								
Dispensing Nurse	0.82	\$ 39,680.35	0.82	39,680								
Dispensing Nurse	0.41	\$ 17,946.23	0.41	17,946								
Dispensing Nurse	0.82	\$ 42,886.56	0.82	42,887								
Nurse Practitioner	0.68	\$ 54,366.23	0.68	54,366								
Nurse Practitioner	0.44	\$ 33,882.94	0.44	33,883								
Research Assistant	0.28	\$ 9,161.50	0.28	9,162								
Mid-Level Practitioner	0.11	\$ 8,448.85	0.11	8,449								
Clinic Director	0.55	\$ 52,079.04	0.55	52,079								
Operations Director	0.81	\$ 44,719.08	0.81	44,719								
Supervising Counselor	0.81	\$ 43,939.97	0.81	43,940								
Supervising Dispensing Nurse	0.81	\$ 43,033.05	0.81	43,033								
Medical Director	0.70	\$ 126,509.60	0.70	126,510								
Internship Program Director	0.28	\$ 26,681.91	0.28	26,682								
Director of Research and Training	0.14	\$ 12,384.00	0.14	12,384								
	0.00	\$ -										
TOTALS	27.65	\$1,299,210	27.65401	1,299,210	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 27% \$ 356,789.07 0.27 356,789 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$1,655,999 1,655,999 \$0 \$0 \$0 \$0

CBHS BUDGET JUSTIFICATION

Provider Number (same as line 7 on DPH 1): **383811**
 Provider Name (same as line 8 on DPH 1): **ART-TURK**
 Date: **07/01/10** Fiscal Year: **FY 2010-2011**

Salaries and Benefits

Position	Annual base salary	Annual # of pay periods	Pay periods in contract	Salaries	FTE
Medical Director	180,081	24	24	126,510	0.7025
Mid-Level Practitioner	74,340	24	24	8,449	0.1137
Nurse Practitioner	76,655	24	24	33,883	0.4420
Nurse Practitioner	80,389	24	24	54,366	0.6762
Supervising Dispensing Nurse	52,960	24	24	43,033	0.8126
Dispensing Nurse	43,722	24	24	17,946	0.4105
Dispensing Nurse	48,336	24	24	39,680	0.8209
Dispensing Nurse	52,242	24	24	42,887	0.8209
Medical Assistant	26,630	24	24	15,551	0.5839
Clinic Director	94,566	24	24	52,079	0.5507
Bookkeeper	42,474	24	24	24,645	0.5802
Receptionist	25,017	24	24	14,093	0.5633
Receptionist	24,287	24	24	15,788	0.6500
Secretary	38,579	24	24	31,347	0.8126
Security Guard	24,289	24	24	14,094	0.5802
Site Research Coordinator	39,194	24	24	9,282	0.2368
Internship Program Director	93,892	24	24	26,682	0.2842
Director of Research and Training	87,167	24	24	12,384	0.1421
Research Assistant	32,214	24	24	9,162	0.2844
Operations Director	55,035	24	24	44,719	0.8126
Supervising Counselor	54,076	24	24	43,940	0.8126
Lead Counselor	39,453	24	24	32,388	0.8209
Counselor - Intakes	37,598	24	24	17,808	0.4736
Counselor - Maintenance	35,483	24	24	29,129	0.8209
Counselor - Maintenance	38,304	24	24	31,444	0.8209
Counselor - Maintenance	35,095	24	24	33,244	0.9473
Counselor - Maintenance	36,323	24	24	34,407	0.9473
Counselor - Maintenance	36,893	24	24	34,947	0.9473
Counselor - Maintenance	37,200	24	24	35,238	0.9473
Counselor - Maintenance	37,274	24	24	35,308	0.9473
Counselor - Maintenance	38,304	24	24	36,283	0.9473
Counselor - Maintenance	38,726	24	24	36,684	0.9473
Counselor - Maintenance	39,235	24	24	37,165	0.9473
Counselor - Maintenance	39,235	24	24	37,165	0.9473
Counselor - Maintenance	39,704	24	24	37,609	0.9473
Counselor - Maintenance	40,510	24	24	38,373	0.9473
Counselor - Maintenance	40,906	24	24	38,748	0.9473
Counselor - Maintenance	45,240	24	24	42,854	0.9473
Counselor - Maintenance	42,084	24	24	29,898	0.7104
TOTAL SALARIES				1,299,210	

Payroll Taxes (include: social security taxes, medicare, federal and state unemployment insurance, etc)	109,819
Employee Benefits (health and dental plan)	201,887
Worker's Compensation	45,083
TOTAL BENEFITS	356,789

TOTAL SALARIES & BENEFITS **1,655,999**

Operating Expenses.

Formulas to be expressed with FTE's, square footage, or

Occupancy:

Rent: Share of total space costs.

\$17,466 / month 12 months = \$209,588

Utilities:

Electric, water, gas, telephone, scavenger

\$5,831 / month 12 months = \$69,969

Building Maintenance:

Estimated general expenses for building and basic repairs based on historical data

\$1,363 / month 12 months = \$16,351

Total Occupancy: Occupancy:

Materials and Supplies:

Office Supplies:

Normal office supplies Normal office supplies

\$1,394 / month 12 months = \$16,727

Printing/Reproduction:

Print services for various forms and notices

\$164 / month 12 months = \$1,962

Program/Medical Supplies:

Methadone, laboratory, and other medical supplies

\$11,450 / month 12 months = \$137,403

Total Materials and Supplies: \$0

General Operating:

Insurance:

Insurance:

Include: professional liability, general liability, director and officer, and crime coverage

\$1,353 / month 12 months = \$16,234

Staff Training:

CARF, AATOD training

\$411 / month 12 months = \$4,934

Rental of Equipment:

Copier, fax, postage machines

\$937 / month 12 months = \$11,243

Total General Operating:

Staff Travel (Local & Out of Town):

Transportation reimbursement for mileage and traveling for AATOD Conference in San Diego in Oct 2010

\$8,916

Others:

Advertising - job posting and phone

directory listing \$496 / month 12 months = \$5,951

Business Tax - SF payroll tax \$1,729 / month 12 months = \$20,750

Interest expense - bank interest charges \$251 / month 12 months = \$3,008

Licensing - NTP licensing \$1,597 / month 12 months = \$19,160

Legal & Accounting - audit and tax professional fees, and 401K management fees \$1,886 / month 12 months = \$22,634

Subscription - COMP membership and periodical subscription \$116 / month 12 months = \$1,389

Security - security monitor and armored transport \$500 / month 12 months = \$6,004

Depreciation - equipment depreciation \$1,802 / month 12 months = \$21,629

Miscellaneous \$681 / month 12 months = \$10,568

Total:

TOTAL OPERATING COSTS: \$604,420

TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$2,260,419

CONTRACT TOTAL:

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

FISCAL YEAR	APPENDIX #: B-2								
LEGAL ENTITY NAME	ADDICTION RESEARCH AND TREATMENT								
PROVIDER NAME	ART-FACET								
REPORTING UNIT NAME	METHADONE DOSING	METHADONE INDIVIDUAL COUNSELING	METHADONE GROUP COUNSELING	ANCILLARY CHILDCARE	ANCILLARY MEDICAL / PEDIATRIC	ANCILLARY EDUCATIONAL & NUTRITIONAL	ANCILLARY PARENTING	ANCILLARY CASE MGMT	
REPORTING UNIT	383810	383810	383810	383810	383810	383810	383810	383810	
MODE OF SVCS / SERVICE FUNCTION CODE	NTP-48	NTP-48	NTP-48	Anc-68	Anc-68	Anc-68	Anc-68	Anc-68	
SERVICE-DESCRIPTION	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Ancillary Svcs Case Mgmt (Excluding SACPA clients)	TOTAL				
CBHS FUNDING TERM:	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	
FUNDING USES:									
SALARIES & EMPLOYEE BENEFITS	22,226	18,309	816	37,293	35,479	15,558	16,049	16,049	167,677
OPERATING EXPENSE	1,401	1,164	55	2,850	2,236	980	1,184	1,184	10,561
CAPITAL OUTLAY (COST \$5,000 AND OVER)									
SUBTOTAL DIRECT COSTS	23,627	19,463	867	39,643	37,714	16,538	20,143	20,143	178,137
INDIRECT COST AMOUNT	2,835	2,396	104	4,767	4,526	1,985	2,417	2,417	21,376
TOTAL FUNDING USES	26,462	21,798	971	44,400	42,240	18,523	22,560	22,560	199,514
CBHS MENTAL HEALTH FUNDING SOURCES:									
FEDERAL REVENUES - click below									
STATE REVENUES - click below									
GRANTS - click below									
PRIOR YEAR ROLL OVER - click below									
WORK ORDERS - click below									
3RD PARTY PAYOR REVENUES - click below									
REALIGNMENT FUNDS									
COUNTY GENERAL FUND									
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES									
CBHS SUBSTANCE ABUSE FUNDING SOURCES:									
FEDERAL REVENUES - click below									
Perinatal Med-Cat #93,778	26,462	21,798	971						49,231
STATE REVENUES - click below									
GRANTS/PROJECTS - click below									
WORK ORDERS - click below									
3RD PARTY PAYOR REVENUES - click below									
COUNTY GENERAL FUND				44,400	42,240	18,523	22,560	22,560	160,283
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	26,462	21,798	971	44,400	42,240	18,523	22,560	22,560	199,514
TOTAL DPH REVENUES	26,462	21,798	971	44,400	42,240	18,523	22,560	22,560	199,514
NON-DPH REVENUES - click below									
TOTAL NON-DPH REVENUES									
TOTAL REVENUES (DPH AND NON-DPH)	26,462	21,798	971	44,400	42,240	18,523	22,560	22,560	199,514
CBHS UNITS OF SVCS TIME AND UNIT COST:									
UNITS OF SERVICE	2,384	1,260	188	120	240	441	480	480	
UNITS OF TIME									
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	11.10	17.30	5.78	370.00	176.00	42.00	47.00	47.00	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	11.10	17.30	5.78	370.00	176.00	42.00	47.00	47.00	
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)	11.10	17.30	5.78						
UNDULICATED CLIENTS	7	7	7	10	10	10	10	10	

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 383810
 Provider Name (same as line 8 on DPH 1): ART-FACET

APPENDIX #: B-2
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Child Care Worker	1.00	\$ 23,129.65	1.00	23,130								
Child Care Worker	1.00	\$ 31,269.26	1.00	31,269								
Bookkeeper	0.01	\$ 374.97	0.01	375								
Medical Assistant	0.01	\$ 235.10	0.01	235								
Receptionist	0.01	\$ 132.52	0.01	133								
Receptionist	0.01	\$ 171.53	0.01	172								
Secretary	0.01	\$ 340.58	0.01	341								
Security Guard	0.01	\$ 214.43	0.01	214								
FACET Counselor	1.00	\$ 36,893.19	1.00	36,893								
Nurse Practitioner	0.01	\$ 709.78	0.01	710								
FACET Manager	0.40	\$ 31,222.80	0.40	31,223								
Clinic Director	0.04	\$ 3,882.17	0.0400	3,882								
Operations Director	0.01	\$ 485.86	0.01	486								
Supervising Counselor	0.01	\$ 477.40	0.01	477								
Supervising Dispensing Nurse	0.01	\$ 467.54	0.01	468								
	0.00	\$										
TOTALS	3.52	\$130,007	3.522985	130,007	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	29%	\$ 37,570.04	0.29	37,570	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		\$167,577		167,577		\$0		\$0		\$0		\$0

Operating Expenses

Formulas to be expressed with FTE's, square footage, or

Occupancy:

Rent: Share of total space costs.

\$275 / month	12 months	=	\$3,300
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Utilities:

Electric, water, gas, telephone, scavenger

\$92 / month	12 months	=	\$1,102
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Building Maintenance:

Estimated general expenses for building and basic repairs based on historical data

\$18 / month	12 months	=	\$220
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Total Occupancy: Occupancy:**Materials and Supplies:****Office Supplies:**

Normal office supplies

\$101 / month	12 months	=	\$1,215
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Printing/Reproduction:

Print services

\$3 / month	12 months	=	\$31
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Program/Medical Supplies:

Methadone, laboratory, and other medical supplies

\$178 / month	12 months	=	\$2,137
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Total Materials and Supplies: \$0**General Operating:****Insurance:****Insurance:**

Include: professional liability, general liability, director and officer, and crime coverage

\$21 / month	12 months	=	\$256
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Staff Training:

CARF, AATOD training

\$7 / month	12 months	=	\$78
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Rental of Equipment:

Copier, fax, postage machines

\$15 / month	12 months	=	\$177
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Total General Operating:**Staff Travel (Local & Out-of Town):**

Transportation reimbursement for mileage and traveling for AATOD Conference in San Diego in Oct 2010

\$298

Others:

Advertising - phone directory listing

\$8 / month	12 months	=	\$91
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Business Tax - SF payroll tax

\$27 / month	12 months	=	\$327
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Interest expense - bank interest charges

\$4 / month	12 months	=	\$47
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Licensing - NTP licensing

\$25 / month	12 months	=	\$302
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Legal & Accounting - audit and tax

professional fees, and 401K

management fees

\$30 / month	12 months	=	\$356
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Subscription - COMP membership

and periodical subscription

\$2 / month	12 months	=	\$22
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Security - security monitor

\$8 / month	12 months	=	\$95
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Depreciation - equipment

depreciation

\$28 / month	12 months	=	\$341
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Miscellaneous

\$14 / month	12 months	=	\$166
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Total:**TOTAL OPERATING COSTS:**

\$10,561

TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):

\$178,138

CONTRACT TOTAL:

DPH 2: Department of Public Health Cost Reporting/Division (CRDC)

FISCAL YEAR: FY 2010-2011

APPENDIX #: B-3

LEGAL ENTITY NAME: ADDICTION RESEARCH AND TREATMENT

PROVIDER #: 38AH

PROVIDER NAME: ART-MARKET

REPORTING UNIT NAME:	METHADONE DOSING	METHADONE INDIVIDUAL COUNSELING	METHADONE GROUP COUNSELING	Non-Medical NTP Subsidy	PAES DOSING	PAES INDIVIDUAL COUNSELING	
REPORTING UNIT:	383811	383811	383811	383811	383811	383811	
MODE OF SVCS / SERVICE FUNCTION CODE:	NTP-48	NTP-48	NTP-48	Anc-68	NTP-48	NTP-48	
SERVICE DESCRIPTION:	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Ancillary Svcs Case Mgmt (Excluding SACPA clients)	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	TOTAL
CBHS FUNDING TERM:	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	
FUNDING USES:							
SALARIES & EMPLOYEE BENEFITS	768,113	514,384	48,543	12,112	8,498	5,467	1,357,137
OPERATING EXPENSE	319,040	213,652	20,163	5,031	3,530	2,279	563,694
CAPITAL OUTLAY (COST \$5,000 AND OVER)							
SUBTOTAL DIRECT COSTS	1,087,153	728,036	68,705	17,143	12,027	7,766	1,920,830
INDIRECT COST AMOUNT	130,458	87,364	8,245	2,057	1,443	932	230,500
TOTAL FUNDING USES:	1,217,612	815,400	76,950	19,200	13,471	8,698	2,151,330
CBHS MENTAL HEALTH FUNDING SOURCES:							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS - click below							
PRIOR YEAR ROLL OVER - click below							
WORK ORDERS - click below							
3RD PARTY PAYOR REVENUES - click below							
REALIGNMENT FUNDS							
COUNTY GENERAL FUND							
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES							
CBHS SUBSTANCE ABUSE FUNDING SOURCES:							
FEDERAL REVENUES - click below							
Drug Medical	1,217,612	815,400	76,950				2,109,962
STATE REVENUES - click below							
GRANTS/PROJECTS - click below							
WORK ORDERS - click below							
HSA Work Order/PAES/SSI Advocacy					13,471	8,698	22,168
3RD PARTY PAYOR REVENUES - click below							
COUNTY GENERAL FUND				19,200			19,200
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	1,217,612	815,400	76,950	19,200	13,471	8,698	2,151,330
TOTAL DPH REVENUES	1,217,612	815,400	76,950	19,200	13,471	8,698	2,151,330
NON-DPH REVENUES - click below:							
TOTAL NON-DPH REVENUES							
TOTAL REVENUES (DPH AND NON-DPH)	1,217,612	815,400	76,950	19,200	13,471	8,698	2,151,330
CBHS UNITS OF SVCS/TIME AND UNIT COST:							
UNITS OF SERVICE ¹	118,100	67,500	27,000	960	1,307	720	
UNITS OF TIME ²							
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	10.31	12.08	2.85	20.00	10.31	12.08	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	10.31	12.08	2.85	20.00	10.31	12.08	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	10.31	12.08	2.85				
UNDULICATED CLIENTS	375	375	375	80	4	4	

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 383812
 Provider Name (same as line 8 on DPH 1): ART-MARKET

APPENDIX #: B-3
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND: & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Bookkeeper	0.68	\$ 27,887.62	0.68	27,888								
Case Manager	0.75	\$ 34,823.41	0.75	34,823								
Clinic Director	0.68	\$ 47,567.43	0.68	47,567								
Counselor - Maintenance	0.52	\$ 19,958.51	0.52	19,959								
Counselor - Maintenance	0.56	\$ 29,304.45	0.56	29,304								
Counselor - Maintenance	0.94	\$ 44,385.05	0.94	44,385								
Counselor - Maintenance	0.94	\$ 35,769.25	0.94	35,769								
Counselor - Maintenance	0.94	\$ 36,969.00	0.94	36,969								
Counselor - Maintenance	0.94	\$ 42,397.19	0.94	42,397								
Counselor - Maintenance	0.94	\$ 47,743.33	0.94	47,743								
Counselor - Maintenance	0.94	\$ 38,336.01	0.94	38,336								
Counselor - Maintenance	0.94	\$ 42,072.82	0.94	42,073								
Counselor - Maintenance	0.94	\$ 43,411.46	0.94	43,411								
Counselor - Maintenance	0.94	\$ 47,253.91	0.94	47,254								
Counselor - Maintenance	0.94	\$ 44,822.34	0.94	44,822								
Data Entry Clerk	0.45	\$ 12,920.54	0.45	12,921								
Dispensing Nurse	0.19	\$ 9,747.77	0.19	9,748								
Dispensing Nurse	0.75	\$ 41,208.26	0.75	41,208								
Dispensing Nurse	0.60	\$ 25,886.20	0.60	25,886								
Dispensing Nurse	0.19	\$ 8,380.35	0.19	8,380								
Internship Program Director	0.23	\$ 21,220.15	0.23	21,220								
Medical Assistant	0.84	\$ 27,685.13	0.84	27,685								
Medical Director	0.35	\$ 56,350.46	0.35	56,350								
Physician Assistant	0.62	\$ 53,873.95	0.62	53,874								
Receptionist	0.19	\$ 4,947.00	0.19	4,947								
Receptionist	0.75	\$ 20,579.04	0.75	20,579								
Receptionist	0.19	\$ 4,574.42	0.19	4,574								
Security Guard	0.68	\$ 19,510.34	0.68	19,510								
Security Guard	0.19	\$ 4,574.42	0.19	4,574								
Supervising Counselor	0.94	\$ 51,109.84	0.94	51,110								
Supervising Counselor	0.94	\$ 54,709.89	0.94	54,710								
Supervising Dispensing Nurse	0.75	\$ 53,667.97	0.75	53,668								
	0.00	\$										
TOTALS	21.40	\$ 1,053,648	21.40135	1,053,648	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 29% \$ 303,489.11 0.29 303,489 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$1,357,137 1,357,137 \$0 \$0 \$0 \$0

Operating Expenses

Formulas to be expressed with FTE's, square footage, or

Occupancy:

Rent: Share of total space costs.

\$19,662 / month 12 months = \$235,942

Utilities:

Electric, water, gas, telephone, scavenger.

\$5,614 / month 12 months = \$67,372

Building Maintenance:

Estimated general expenses for building and basic repairs based on historical data

\$1,358 / month 12 months = \$16,295

Total Occupancy: Occupancy:

Materials and Supplies:

Office Supplies:

Normal office supplies

Normal office supplies

\$793 / month 12 months = \$9,512

Printing/Reproduction:

Print services for various forms and notices

\$189 / month 12 months = \$2,264

Program/Medical Supplies:

Methadone, laboratory, and other medical supplies

\$7,797 / month 12 months = \$93,565

Total Materials and Supplies: \$0

General Operating:

Insurance:

Include: professional liability, general liability, director and officer, and crime coverage

\$956 / month 12 months = \$11,499

Staff Training:

CARF, AATOD training

\$168 / month 12 months = \$2,011

Rental of Equipment:

Copier, fax, postage machines

\$931 / month 12 months = \$11,177

Total General Operating:

Staff Travel (Local & Out of Town):

Transportation reimbursement for mileage and traveling for AATOD Conference in San Diego in Oct 2010

\$8,915

Others:

Advering - job posting and phone directory listing

\$92 / month 12 months = \$1,099

Business Tax - SF payroll tax

\$1,974 / month 12 months = \$23,687

Interest expense - bank interest charges

\$573 / month 12 months = \$6,870

Licensing - NTP licensing

\$1,799 / month 12 months = \$21,591

Legal & Accounting - audit and tax professional fees, and 401K management fees

\$1,885 / month 12 months = \$22,614

Subscription - COMP membership and periodical subscription

\$164 / month 12 months = \$1,972

Security - security monitor and armored transport

\$434 / month 12 months = \$5,204

Depreciation - equipment

\$1,525 / month 12 months = \$18,300

Miscellaneous

\$317 / month 12 months = \$3,805

Total:

TOTAL OPERATING COSTS: \$563,694

TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$1,920,830

CONTRACT TOTAL:

Appendix C

RESERVED

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**Appendix D
Additional Terms**

1. HIPAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that CONTRACTOR falls within the following definition under the HIPAA regulations:

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
 A Business Associate subject to the terms set forth in Appendix E;
 Not Applicable, CONTRACTOR will not have access to Protected Health Information.

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.

3. CERTIFICATION REGARDING LOBBYING

CONTRACTOR certifies to the best of its knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

C. CONTRACTOR shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- 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(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions.

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. 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 (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 for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed 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 of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** 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). 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); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected

Information, in accordance with 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.R.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under 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 an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any 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. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for 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 or 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 or 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 and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any

Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.

- j. 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 the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. Minimum Necessary.* BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] 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."
- l. Data Ownership.* BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. Business Associate's Insurance.* BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.
- n. Notification of Breach.* During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. Breach Pattern or Practice by Covered Entity.* Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement 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.
- p. Audits, Inspection and Enforcement.* Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10)

calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or 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 of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Limitation of Liability

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

5. Disclaimer

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations 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.

6. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. Amendment

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event (i) BA does not promptly enter

into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

12. Replaces and Supersedes Previous Business Associate Addendums or Agreements

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

**Appendix F
Invoice**

CMS# 6961

P-500 (5-10)

Addiction, Research & Treatment, Incorporated dba BAART
July 1, 2010

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

Appendix F
PAGE A

Control Number: _____

INVOICE NUMBER: **S02 JL 0**

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

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

Fund Source: **HSA Work Order / PAES/ SSI Advocac**

Invoice Period: **July 2010**

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Contractor: **Addiction Research & Treatment Inc. dba: BAART**

Address: **1111 Market Street, San Francisco, CA 94103**

Tel No.: **(415) 552-7914**

Fax No.: **(415) 552-3455**

Contract Term: **07/01/2010 - 06/30/2011**

PHP Division: **Community Behavioral Health Services**

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-3 ART Market Clinic RU# 383811												
PAES Dosing NTP-48 SA-Narcotic Tx	1,306				\$ 10.31	\$ -	0.000		0.00%		1,306.000	\$ 13,464.86
Narc Replacement Therapy - All Svcs												
PAES Individual Counseling NTP-48 SA-Narcotic Tx	720				\$ 12.08	\$ -	0.000		0.00%		720.000	\$ 8,697.60
Narc Replacement Therapy - All Svcs												
TOTAL	2,026		0.000				0.000		0.00%		2,026.000	\$ 22,162.46

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

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to:
 DPH Fiscal/Invoice Processing
 1380 Howard St. - 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory Date

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

Appendix F
PAGE A

Control Number

Contractor: Addiction Research & Treatment Inc. dba: BAART

Address: 1111 Market Street, San Francisco, CA 94103

Tel No.: (415) 552-7914
 Fax No.: (415) 552-3455

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: S01-JUL-2010

CL Blanket No.: BPHM/TBD

CL PO No.: POHM/TBD User Cd: TBD

Fund Source: GF, Drug, Perinatal Medi-Cal, #93-778

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Repl. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables		
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS	
B-1 ART Turk Clinic RU# 383811													
Methadone Dosing - NTP-48 SA-Narcotic Tx	142,068				\$ 10.31								\$ 1,464,721.08
Narc Replacement Therapy-All Svcs							0.000		#DIV/0!		0.000		
Methadone Individual Counseling - NTP-48	79,200				\$ 12.08								958,736.00
SA-Narcotic Tx Narc Replacement Therapy-All Svcs													
Methadone Group Counseling - NTP-48	31,680				\$ 2.85		0.000		#DIV/0!		0.000		80,288.00
SA-Narcotic Tx Narc Replacement Therapy-All Svcs													2,511,745.08
B-3 ART Market Clinic RU# 383811													
Methadone Dosing - NTP-48 SA-Narcotic Tx	118,100				\$ 10.31		0.000		0.00%		118,100.000		1,217,611.00
Narc Replacement Therapy-All Svcs													
Methadone Individual Counseling - NTP-48	67,500				\$ 12.08		0.000		0.00%		67,500.000		815,400.00
SA-Narcotic Tx Narc Replacement Therapy-All Svcs													
Methadone Group Counseling - NTP-48	27,000				\$ 2.85		0.000		0.00%		27,000.000		76,950.00
SA-Narcotic Tx Narc Replacement Therapy-All Svcs													2,109,961.00
B-2 FACET Clinic RU# 383810													
Methadone Dosing - NTP-48 SA-Narcotic Tx	2,384				\$ 11.10		0.000		0.00%		2,384.000		26,462.40
Narc Replacement Therapy-All Svcs													
Methadone Individual Counseling - NTP-48	1,260				\$ 17.30		0.000		0.00%		1,260.000		21,768.00
SA-Narcotic Tx Narc Replacement Therapy-All Svcs													
Methadone Group Counseling - NTP-48	168				\$ 5.78		0.000		0.00%		168.000		971.04
SA-Narcotic Tx Narc Replacement Therapy-All Svcs													49,231.44
TOTAL	327,292		0.000				0.000		0.00%		216,412.000		4,670,937.52

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

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to:
 DPH Fiscal/Invoice Processing
 1380 Howard St. - 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory Date

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

Appendix F
 PAGE A

Control Number

INVOICE NUMBER : S03 JL 0

Cl. Blanket No.: BPHM TBD

Cl. PO No.: POHM TBD User Cd

Fund Source: General Fund

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

Contractor : Addiction Research & Treatment Inc. dba: BAART

Address: 1111 Market Street, San Francisco, CA 94103

Tel No.: (415) 552-7914

Fax No.: (415) 552-3455

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables		
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS	
B-2 FACET Clinic RW# 363810													
Ancillary Childcare Anc-68 SA-Ancillary Svcs	120				\$ 370.00	\$ -	0.000		0.00%		120.000		\$ 44,400.00
Case Mgmt (Excluding SACPA clients)													
Ancillary Medical/ Pediatric Anc-68 SA-Ancillary Svcs	240				\$ 176.00	\$ -	0.000		0.00%		240.000		42,240.00
Case Mgmt (Excluding SACPA clients)													
Ancillary Educational & Nutritional Anc-68 SA-Ancillary Svcs	441				\$ 42.00	\$ -	0.000		0.00%		441.000		18,522.00
Case Mgmt (Excluding SACPA clients)													
Ancillary Parenting Anc-68 SA-Ancillary Svcs	480				\$ 47.00	\$ -	0.000		0.00%		480.000		22,560.00
Case Mgmt (Excluding SACPA clients)													
Ancillary Case Management Anc-68	480				\$ 47.00	\$ -	0.000		0.00%		480.000		22,560.00
Case Mgmt (Excluding SACPA clients)													
TOTAL	1,761		0.000				0.000		0.00%		1,761.000		\$ 150,282.00

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

NOTES:

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

Signature: _____

Date: _____

Title: _____

Send to:
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 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. 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.

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.

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. 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

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. The agency-wide plan should address disaster coordination between and among service sites. Such plan shall be in compliance with the Emergency Response Plan of the Department of Public Health. ~~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' 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 site visits.

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

SUBSTANCE ABUSE PROGRAMS
such as
Drug Medi-Cal,
Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,
Primary Prevention or
State Funded Services
(e.g., Bay Area Services Network/BASN)

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

(Note: For the purposes of this Appendix, "DMC" shall mean Drug Medi-Cal.)

Document 2A:	<i>Sobky v. Smoley</i> , February 1, 1995
Document 2B:	Provider Waiting List Record
Document 2C:	California Code of Regulations, Title 22
Document 2D:	Perinatal Services Monthly Report
Document 2E:	Drug Medi-Cal Certification Standards for Substance Abuse Clinics

CONTRACTOR and/or any other providers of DMC funded services be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations.

CONTRACTOR'S subcontracts shall require that providers comply with the following regulations and guidelines:

- (a) Title 21 CFR Part 1300, et seq., Title 42, CFR, Part 8;
- (b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);
- (c) Title 22, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);
- (d) Alcohol and/or Other Drug Program Certification Standards (Document 1P); and
- (e) Title 9, Sections 10000, et seq.

In the event of conflicts, the provisions of Title 22 shall control.

FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:

Subcontractor Documentation

Any agreement with a subcontractor that is not licensed or certified by State shall require the subcontractor to submit organizational documents to State within 30 days of its execution of an initial subcontract or within 90 days of the renewal or continuation of an existing subcontract. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

Records

CMS# 6961

P-500 (5-10)

Addiction, Research & Treatment, Incorporated dba BAART

July 1, 2010

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. CONTRACTOR will make these records available to State, upon request, to evaluate the quality and quantity of SERVICES, accessibility and appropriateness of SERVICES; and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by CONTRACTOR.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
5. CONTRACTOR'S subcontracts shall require that all subcontractors comply with the requirements of this Section A.
6. Should a subcontractor discontinue its contractual agreement with CONTRACTOR, or cease to conduct business in its entirety, CONTRACTOR shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If CONTRACTOR cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, CONTRACTOR shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

Control Requirements

1. Performance is subject to all applicable federal and State laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC, Sections 11757(a) and (b), CONTRACTOR shall (i) establish, and shall require subcontractors to establish, written accounting procedures consistent with the following requirements, and (ii) be held accountable for audit exceptions taken by State against CONTRACTOR and its subcontractors for any failure to comply with these requirements:
 - (a) HSC, Division 10.5;
 - (b) Title 9, California Code of Regulations, Division 4;
 - (c) Government Code, Article 1.7, Federal Block Grants, Chapter 2, Part 2, Division 4, Title 2, commencing at Section 16366.1;

- (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- (e) Title 42, United States Code (USC), Section 300x-5;
- (f) Block Grant [Public Law 102-321 (Title 42, USC, commencing at §101)];
- (g) Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996 (Public Law 104-156) and corresponding OMB Circular A-133 (Revised June 24, 1997);
- (h) Title 45 Code of Federal Regulations (CFR), Part 96, Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant;
- (i) Title 21, CFR, Part 291 (Food and Drug Administration Requirements for Narcotic Treatment Programs);
- (j) Title 21, CFR, Part 1300, et. seq. (Drug Enforcement Administration Requirements for Food and Drugs); and
- (k) State Administrative Manual, Chapter 7200

CONTRACTOR shall be familiar with the above laws and regulations and shall assure that its subcontractors are also familiar with such laws.

2. Title 45, CFR, Part 96, Subpart L, as amended by PL 106-310, the Children's Health Act of 2000, contains the minimal provisions that are to be adhered to by CONTRACTOR in the expenditure of the Substance Abuse Prevention and Treatment Block Grant funds. 45 CFR 96, Subpart L, is incorporated by reference.

3. Documents 1C and 1D incorporated by this reference, contain additional requirements that shall be adhered to by those CONTRACTORS that receive the types of funds specified by each document and referenced in Appendix A1. These Appendixes and documents are:

- (a) Document 1C, Driving Under the Influence Program Requirements; and
- (b) Document 1D, Bay Area Services Network (BASN) Services to California Department of Corrections (CDC). -- Parolee Services Network Projects
- (c) Document 1G, incorporated by this reference, "Perinatal Services Network Guidelines," contains the requirements for perinatal programs

Document 1T, incorporated by this reference, "Prevention Activities Data System (PADS) Forms," collects information required in the SDFSC Act and SAPT Block Grants. Reports are required from primary prevention providers on a yearly basis.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2010

PRODUCER
Commercial Specialties Practice
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408
305 Walnut Street
Redwood City, CA 94063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Addiction Research and Treatment, Inc.
BAART Behavioral Health Services, Inc. (BBHS)
BAART Community Healthcare (BCH)
1111 Market St., 4th Flr, San Francisco, CA 94103

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Insurance Company	38970
INSURER B: Cypress Insurance Company	10855
INSURER C: Cornhusker Casualty Company	
INSURER D: St. Paul Travelers	36161
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INBRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	8502SS3102642	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1002SS3102652	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3300056826101	04/01/2010	04/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NCW001387	04/01/2010	04/01/2011	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Professional Liability & Medical Malpractice	8502SS3102642	04/01/2010	04/01/2011	\$1,000,000 ops. \$3,000,000 agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City and County of San Francisco its officers, agents and employees are named additional insured as respects General and Auto Liability per endorsement forms attached.

CERTIFICATE HOLDER

City and County of San Francisco
Contracts Division
1380 Howard Street
San Francisco, CA 94103

CANCELLATION Ten Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeanne Bruden

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Person or Organization:

City and County of San Francisco
 its officers, agents and employees
 1380 Howard Street
 San Francisco, CA 94103

A. WHO IS AN INSURED is amended to include as an "insured" the person or organization shown in the Schedule as an Additional Insured. The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured which may be imputed to the Additional Insured. However, the naming of the person or organization shown in the Schedule as an Additional Insured does not increase or alter the Limit of Insurance nor the scope of coverage of this policy.

B. EXCLUSIONS

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the Additional Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. But this exclusion does not apply to liability for

damages that the Additional Insured would have in the absence of the contract or agreement.

2. "Bodily injury" or "property damage" arising out of the use of your "products" or work you performed for the Additional Insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the Additional Insured.

b. Property in the care, custody or control of the Additional Insured for any purpose of exercising physical control.

C. Any coverage provided by this policy shall be excess only, over any other valid and collectible insurance which would apply in the absence of this policy. However, this policy shall not be excess over any policy written as specific excess.

ditional Insured as respects auto liability.

POLICY NUMBER: 8502SS3102642

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City and County of San Francisco
its officers, agents and employees
1380 Howard Street
San Francisco, CA 94103

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



Wrap+SM
Crime

DECLARATIONS

POLICY NO: 105303501

Travelers Casualty and Surety Company of America
Hartford, CT 06183
(A Stock Insurance Company, herein called the Company)

ITEM 1	<p>NAMED INSURED: ADDICTION RESEARCH & TREATMENT, BAART BEHAVIORAL HEALTH SERVICES, BAART COMMUNITY HEALTHCARE, MANAGEMENT ARTS</p> <p>D/B/A:</p> <p>Principal Address 1111 Market Street, 4th Floor SAN FRANCISCO, CA 94103</p>
ITEM 2	<p>POLICY PERIOD: Inception Date: July 1, 2010 Expiration Date: July 1, 2011 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p>ALL NOTICES OF CLAIMS OR LOSS TO THE COMPANY MUST BE ADDRESSED TO: Travelers Bond Vice President of Claims One Tower Square, 4PB Hartford, CT 06183-9062</p>
ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p><input checked="" type="checkbox"/> Crime</p>

ITEM 5

Crime		
Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity		
1. Employee Theft	\$1,250,000.00	\$25,000.00
2. ERISA Fidelity	\$1,000,000.00	\$0.00
3. Employee Theft of Client Property	Not Covered	\$0.00
B. Forgery or Alteration	Not Covered	\$0.00
C. On Premises	Not Covered	\$0.00
D. In Transit	Not Covered	\$0.00
E. Money Orders and Counterfeit Money	Not Covered	\$0.00
F. Computer Crime		
1. Computer Fraud	Not Covered	\$0.00
2. Computer Program and Electronic Data Restoration Expense	Not Covered	\$0.00
G. Funds Transfer Fraud	Not Covered	\$0.00
H. Personal Accounts Protection		
1. Personal Accounts Forgery or Alteration	Not Covered	\$0.00
2. Identity Fraud Expense Reimbursement	Not Covered	\$0.00
I. Claim Expense	\$5,000.00	\$0.00

If "Not Covered" is inserted above opposite any specified Insuring Agreement, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this Crime Policy.

Policy Aggregate Limit of Insurance: Applicable Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each Policy Period is:

If a Policy Aggregate Limit of Insurance is not included, then this Crime Policy is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance a. Policy Aggregate Limit of Insurance.

Cancellation of Prior Insurance:
By acceptance of this Crime Policy, you give us notice canceling prior policies or bonds issued by us that are designated by policy or bond numbers such cancellation to be effective at the time this Crime Policy becomes effective.

ITEM 6

FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:
CRI-3001-0705; CRI-5005-1207; CRI-7088-0207

The Declarations, the Application, the Crime Terms and Conditions, any purchased Insuring Agreements, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By
(where applicable)

CRI-2001-0705

1 [Ratification of increases to prior professional service contracts for health and behavioral
2 health services.]

3 **Resolution approving amendment to Resolution No. 702-06, which ratified prior**
4 **professional service contracts for the San Francisco Department of Public Health for**
5 **health and behavioral health services and approved three year extensions, to increase**
6 **the total contract amounts and extend the terms of those contracts through December**
7 **31, 2010.**

8
9
10 WHEREAS, The mission of the Department of Public Health is to protect and promote
11 the health of all San Franciscans; and

12 WHEREAS, The budget for the Department of Public Health includes annual funding
13 for approximately three hundred million dollars in professional service contracts to provide
14 health and behavioral health services to residents of San Francisco; and,

15 WHEREAS, The Department of Public Health provides health and behavioral health
16 services through a wide network of approximately 300 community-based organizations and
17 service providers; and,

18 WHEREAS, The San Francisco Charter requires that contracts entered into by a
19 department or commission having a term in excess of ten years, or requiring anticipated
20 expenditures by the City and County of ten million dollars shall be approved by the Board of
21 Supervisors (Section 9.118 (b)); and,

22 WHEREAS, The Board of Supervisors did previously approve Resolution No. 702-06,
23 ratifying prior professional service contracts for health and behavioral health services, a list of
24 which is on file with the Clerk of the Board of Supervisors in File No. 061568, which is hereby
25 declared to be a part of this resolution as if set forth fully herein; and,

1 WHEREAS, That list was based on projections for 2006-2007, 2007-2008, and 2008-
2 09, and the Department of Public Health now needs to increase the total contract amounts
3 and extend the terms of those contracts through December 31, 2010, a list of which is on file
4 with the Clerk of the Board of Supervisors in File No. 090499, and which is hereby
5 declared to be a part of this resolution as if set forth fully herein; and,

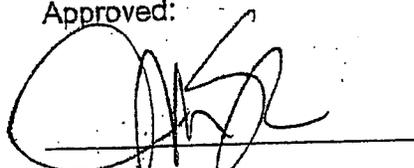
6 RESOLVED, That the Board of Supervisors hereby approves these modifications to
7 increase the total contract amounts and extend the terms of those contracts through
8 December 31, 2010, as indicated on the list provided and on file with the Clerk of the Board of
9 Supervisors in File No. 090499.

10
11 Recommended:

12
13 

14 Department Head

15
16 Approved:

17
18 

19 Health Commission



City and County of San Francisco

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

Tails

Resolution

File Number: 090499

Date Passed:

Resolution approving amendment to Resolution No. 702-06, which ratified prior professional service contracts for the San Francisco Department of Public Health for health and behavioral health services and approved three year extensions, to increase the total contract amounts and extend the terms of those contracts through December 31, 2010.

June 2, 2009 Board of Supervisors — ADOPTED

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

File No. 090499

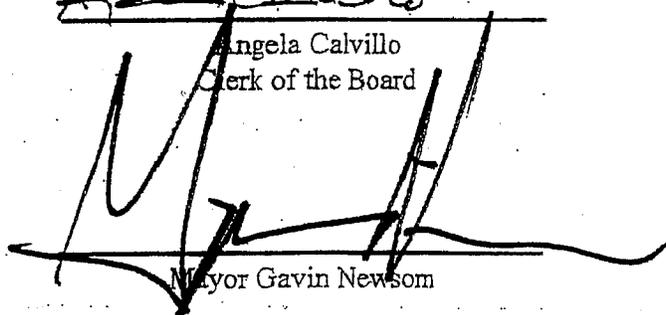
I hereby certify that the foregoing Resolution was ADOPTED on June 2, 2009 by the Board of Supervisors of the City and County of San Francisco.

6/10/09

Date Approved



Angela Calvillo
Clerk of the Board



Mayor Gavin Newsom

for contracts more than \$1 million in 2006/07 and/or which are related to state RFPs/Qs

Contractor Name	Services	Current Term	Previously Approved Total	Mod	New Contract Total Requested	New Contract Term Requested
Agostini Nurse Staffing, Arcadia Health Services, Crdentia Corp., First Call Nursing, HealthSource, HRN Services, Medstaff, Nurse One Staffing, Nurse Providers, United Nursing Int'l (shared)	nursing, on-call, temp.	7/1/06 - 6/30/09	\$ 10,963,080	\$ 7,196,520	\$ 18,159,600	7/1/06 - 1:
AmeriChoice	State CHIP pass-through	11/15/05 - 3/31/10	\$ 13,464,745	\$ 3,586,778	\$ 17,051,522	11/15/05 -
AmeriChoice	State PAES pass-through	7/1/08 - 6/30/09	\$ 2,376,298	\$ 637,700	\$ 3,013,997	7/1/08 - 1:
ART dba BAART	behavioral health/methadone dosing and counseling	7/1/03 - 6/30/09	\$ 33,965,406	\$ 8,709,144	\$ 42,674,549	7/1/03 - 1:
Asereth Medical Services, NOR-CAL, Rxrelief (shared)	pharmacy, on-call	7/1/05 - 6/30/09	\$ 6,559,728	\$ 1,796,928	\$ 8,356,656	7/1/05 - 1:
Asian American Recovery Services	behavioral health outpatient and mental health services for A/PI residents	7/1/03-12/31/09	\$ 21,195,346	\$ 3,793,131	\$ 24,988,477	7/1/03-12
Asian American Recovery Services	behavioral health Drug Court and TAP fiscal intermediary services	7/1/03 - 6/30/09	\$ 34,270,381	\$ 10,454,485	\$ 44,724,866	7/1/03 - 1:
Baker Places	behavioral health/substance abuse residential services	7/1/03 - 6/30/09	\$ 21,195,360	\$ 7,048,161	\$ 28,243,521	7/1/03 - 1:
Baker Places	behavioral health/mental health residential services	7/1/03 - 6/30/09	\$ 40,284,785	\$ 10,774,833	\$ 51,059,618	7/1/03 - 1:
Bayview Hunter's Point Foundation for Cmty. Imprvt.	behavioral health/mental health outpatient services, Bayview-Hunter's Point, methadone	7/1/03 - 12/31/09	\$ 39,932,758	\$ 9,639,134	\$ 49,571,893	7/1/03 - 1:
Bernd Kutzscher, MD	ophthamologist for LHH	7/1/04 - 6/30/09	\$ 302,166	\$ 79,464	\$ 408,006	7/1/04 - 1:
Checkpoint Credentials Management Services	medical credentials verification	2/1/05 - 6/30/09	\$ 162,416	\$ 107,584	\$ 270,000	2/1/05 - 1:
Community Awareness and Treatment Services	behavioral health/substance abuse outpatient/medical respite services	7/1/03 - 6/30/09	\$ 24,742,432	\$ 12,932,066	\$ 37,674,498	7/1/03 - 1:
Community Vocational Enterprises (CVE)	behavioral health vocational rehabilitation services	7/1/03 - 6/30/09	\$ 10,559,608	\$ 2,783,459	\$ 13,343,068	7/1/03 - 1:
Conard House	behavioral health/mental health residential services	7/1/03 - 6/30/09	\$ 33,022,256	\$ 9,962,610	\$ 42,984,866	7/1/03 - 1:
Deliverex	medical records storage	7/1/06 - 6/30/09	\$ 3,767,716	\$ 1,663,200	\$ 5,430,916	7/1/06 - 1:
Edgewood Center for Children and Families	behavioral health residential and outpatient services for children, families	7/1/03 - 6/30/09	\$ 23,979,641	\$ 6,408,190	\$ 30,387,831	7/1/03 - 1:
EMSystem LLC	EMResource software maintenance	3/1/05 - 12/1/11	\$ 50,604	\$ 53,423	\$ 104,027	3/1/05 - 1:
Family Service Agency	behavioral health outpatient services for families	7/1/03 - 6/30/09	\$ 40,010,256	\$ 11,333,779	\$ 51,344,035	7/1/03 - 1:
Fong & Chan	hospital facilities compliance	9/1/06 - 6/30/09	\$ 1,772,048	\$ 840,473	\$ 2,276,048	9/1/06 - 1:
Haight Ashbury Free Clinics	behavioral health outpatient services	7/1/06 - 12/31/09	\$ 34,048,742	\$ 8,406,738	\$ 42,455,480	7/1/06 - 1:

Department of Public Health Contracts History and Projections 7/1/03 through 12/31/09
for contracts more than \$1 million in 2006/07 and/or which are related to state RFPs/Qs

Contractor Name	Services	Current Term	Previously Approved Total	Mod	New Contract Total Requested	New Contract Term Requested
Haight Ashbury Free Clinics	jail psychiatric services	7/1/08 - 6/30/09	\$ 20,819,319	\$ 5,708,127	\$ 26,527,446	7/1/08 - 12/31/09
Horizons Unlimited	behavioral health outpatient services for youth	7/1/03 - 6/30/09	\$ 7,958,465	\$ 2,027,950	\$ 9,986,415	7/1/03 - 12/31/09
Hyde Street Community Services	behavioral health outpatient services, Tenderloin	7/1/03 - 12/31/09	\$ 17,080,911	\$ 5,001,252	\$ 22,082,164	7/1/03 - 12/31/09
Instituto Familiar de la Raza	behavioral health outpatient services for Latino/as, Mission	7/1/03 - 6/30/09	\$ 15,780,293	\$ 3,232,547	\$ 19,012,840	7/1/03 - 12/31/09
Irls Center	behavioral health outpatient services for women	7/1/03 - 6/30/09	\$ 6,624,635	\$ 3,453,181	\$ 10,077,817	7/1/03 - 12/31/09
Jelani	behavioral health residential services, Bayview	7/1/03 - 6/30/09	\$ 16,613,188	\$ 3,391,686	\$ 20,004,874	7/1/03 - 12/31/09
Latino Commission	behavioral health residential services for Latino/as	7/1/03 - 12/31/09	\$ 7,604,317	\$ 2,000,369	\$ 9,604,686	7/1/03 - 12/31/09
Medical Contracting, The Registry Network, On Assignment, Platinum Select, SFG Imaging	radiology, as needed	7/1/06 - 6/30/09	\$ 7,217,720	\$ 10,671,200	\$ 17,888,920	7/1/06 - 12/31/09
Medical Staff Services Registry	on-site medical credentialing and transcription services	7/1/06 - 6/30/10	\$ 189,765	\$ 325,235	\$ 504,765	7/1/06 - 12/31/09
New Leaf....Services for Our Community	behavioral health outpatient services for LGBTQ residents	7/1/03 - 6/30/09	\$ 10,217,757	\$ 2,650,302	\$ 12,868,059	7/1/03 - 12/31/09
On-Call Therapists, Preferred Healthcare Registry (shared)	rehabilitation therapy, as needed	2/1/05 - 1/31/11	\$ 818,182	\$ 1,041,600	\$ 1,859,782	2/1/05 - 1/31/11
Progress Foundation	behavioral health/mental health residential services	7/1/03 - 6/30/09	\$ 58,865,299	\$ 31,059,016	\$ 89,924,315	7/1/03 - 12/31/09
Project Open Hand	delivered meals	3/1/07 - 6/30/10	\$ 6,296,892	\$ 2,906,258	\$ 9,203,149	3/1/07 - 12/31/09
Regents of the University of California	behavioral health capitated Single Point of Responsibility services	7/1/03-6/30/09	\$ 21,517,019	\$ 7,592,210	\$ 29,109,229	7/1/03-12/31/09
Regents of the University of California	behavioral health case management services	7/1/03 - 6/30/09	\$ 25,256,620	\$ 8,451,257	\$ 33,707,877	7/1/03 - 12/31/09
Richmond Area Multi Services	behavioral health outpatient services for children	7/1/03 - 6/30/09	\$ 11,416,817	\$ 4,578,832	\$ 15,995,649	7/1/03 - 12/31/09
Richmond Area Multi Services	behavioral health outpatient services for adults	7/1/03-6/30/09	\$ 17,456,427	\$ 4,580,770	\$ 22,037,197	7/1/03-12/31/09
San Francisco Study Center	behavioral health peer programs and fiscal intermed.	7/1/03 - 6/30/09	\$ 9,302,213	\$ 2,763,634	\$ 12,065,847	7/1/03 - 12/31/09
Seneca Center	behavioral health mental health locked facility services	7/1/03 - 6/30/09	\$ 20,662,413	\$ 16,871,011	\$ 37,533,424	7/1/03 - 12/31/09
St. Vincent de Paul Society of San Francisco	behavioral health	7/1/03 - 6/30/09	\$ 11,249,553	\$ 2,893,032	\$ 14,142,585	7/1/03 - 12/31/09
Turnstone Consulting	air medical access EIR	3/1/04 - 12/31/09	\$ 1,126,097	\$ 706,976	\$ 1,833,073	3/1/04 - 12/31/09
UC Regents/UCSF Medical Group	outpatient tertiary oncology services for MIAs	7/1/06 - 6/30/09	\$ 7,162,321	\$ 3,024,000	\$ 10,186,321	7/1/06 - 12/31/09

for contracts more than \$1 million in 2006/07 and/or which are related to state RFPs/Qs

Contractor Name	Services	Current Term	Previously Approved Total	Mod	New Contract Total Requested	New Contract Term Requested
UCSF Clinical Practice Group	SFGH Maternity Package Plan	7/1/08 - 6/30/09	\$ 288,000	\$ 80,640	\$ 368,640	7/1/08 - 12/31/09
UCSF Clinical Practice Group	SFGH Maternity care	7/1/06-6/30/09	\$ 2,107,140	\$ 600,000	\$ 2,707,140	7/1/06-12/31/09
Walden House	behavioral health residential services	7/1/03 - 6/30/09	\$ 52,597,115	\$ 18,987,353	\$ 71,584,468	7/1/03 - 12/31/09
Westside Community Mental Health Center	behavioral health capitated Single Point of Responsibility services	7/1/03 - 6/30/09	\$ 10,831,260	\$ 3,058,309	\$ 13,889,569	7/1/03 - 12/31/09
Westside Community Mental Health Center	behavioral health/substance abuse outpatient services, Western Addition	7/1/03 - 6/30/09	\$ 13,950,566	\$ 2,901,899	\$ 16,852,465	7/1/03 - 12/31/09
Westside Community Mental Health Center	behavioral health/mental health outpatient services, Western Addition, methadone	7/1/03 - 6/30/09	\$ 31,947,964	\$ 7,796,875	\$ 39,744,839	7/1/03 - 12/31/09

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Board of Supervisors	City elective office(s) : Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Addiction, Research and Treatment D.B.A. BAART	
<i>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.</i>	
(1) Members of the contractor's board of directors – Evan Kletter, Ph.D; Jason Kletter, Ph.D.; David Malm; John Garbarino; Jerry Rhodes	
(2) The contractor's chief executive officer, chief financial officer and chief operating officer – CEO: Evan Kletter, Ph.D.; CFO: Helen Cabiles; COO: Nadine Laurent	
(3) any person who has an ownership of 20 percent or more in the contractor – N/A	
(4) any subcontractor listed in the bid or contract - N/A	
(5) any political committee sponsored or controlled by the contractor- N/A	
Contractor address: 1145 Market St. 10 TH Floor, San Francisco, CA 94103	
Date that contract was approved:	Amount of contract: \$52,724,278
Describe the nature of the contract that was approved: To provide methadone maintenance services	
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 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 <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco	E-mail: Board.of.Supervisors@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

