

File No. 151046

Committee Item No. 16

Board Item No. 46

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance

Date December 2, 2015

Board of Supervisors Meeting

Date December 8, 2015

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

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Completed by: Victor Young Date November 23, 2015

Completed by: [Signature] Date 12/3/15

1 [Contract Amendment - Regents of the University of California San Francisco - Single Point of  
2 Responsibility - Behavioral Health Services - Not to Exceed \$54,546,510]

3 **Resolution approving amendment number two to the Department of Public Health**  
4 **contract for behavioral health services with The Regents of the University of California**  
5 **San Francisco, for the single point of responsibility program, to extend the contract by**  
6 **two years, from July 1, 2010, through December 31, 2015, to July 1, 2010, through**  
7 **December 31, 2017, with a corresponding increase of \$22,521,671 for a total amount not**  
8 **to exceed \$54,546,510.**

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 Department of Public Health provides health and behavioral health  
13 services through a wide network of approximately 300 Community-Based Organizations and  
14 service providers; and

15 WHEREAS, In 2010, the Department of Public Health selected The Regents of the  
16 University of California through a Request For Proposals process to provide behavioral health  
17 services for the period of July 1, 2010; through December 31, 2015; and

18 WHEREAS, The Board of Supervisors approved the original agreement for these  
19 services under Resolution No. 563-10; and

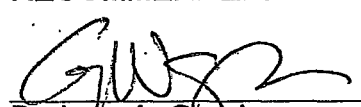
20 WHEREAS, The Department of Public Health wishes to extend the term of that  
21 contract in order to allow the continuation of services while Requests For Proposals are  
22 administered to take into account the changes to behavioral health services business needs  
23 related to the Affordable Care Act and the State Department of Health Care Services' 1115  
24 Demonstration Waiver pertaining to the delivery of substance abuse Drug Medi-Cal funded  
25 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 The Regents of  
7 the University of California to extend the contract by two years, from July 1, 2010, through  
8 December 31, 2015, to July 1, 2010, through December 31, 2017, with a corresponding  
9 increase of \$22,521,671 for a total not-to-exceed amount of \$54,546,510; 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 The Regents of the University of  
13 California, extending the term of the contract by two years, through December 31, 2017, and  
14 increasing the total, not-to-exceed amount of the contract by \$22,521,671 to \$54,546,510;  
15 and, be it

16 FURTHER RESOLVED, That within thirty (30) days of the contract amendment being  
17 fully executed by all parties, the Director of Health and/or the Director of the Office of Contract  
18 Administration/Purchaser shall provide the final contract amendment to the Clerk of the Board  
19 for inclusion into the official file (File No. 151046).

20  
21 RECOMMENDED:  
22   
23 Barbara A. Garcia,  
24 Director of Health

APPROVED:  
  
Mark Morewitz,  
Health Commission Secretary



<p><b>Items 1 through 20</b>                  Files 15-1030, 15-1031, 15-1032, 15-1033, 15-1034, 15-1035, 15-1036, 15-1038, 15-1039, 15-1040, 15-1043, 15-1044, 15-1046, 15-1047, 15-1048, 15-1049 &amp; 15-1050</p>	<p><b>Department:</b>                  Department of Public Health (DPH)</p>
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**EXECUTIVE SUMMARY**

**Legislative Objectives**

- In 2010, the Board of Supervisors extended 22 behavioral health contracts between DPH and 18 non-profit organizations and the Regents of the University of California at San Francisco. The proposed resolutions would amend 17 of the 22 behavioral health services contracts between DPH and 14 non-profit organizations (15 contracts) and the Regents of the University of California at San Francisco (2 contracts) to (i) extend the contract terms for two years from December 31, 2015 to December 31, 2017, and (ii) increase the not-to-exceed amount of each contract.

**Key Points**

- In June 2015, DPH informed the Board of Supervisors of their intention to request two-year contract extensions for their behavioral health services contracts in order to meet the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration waiver regarding Medi-Cal organized drug delivery system.
- The extension period would allow DPH to have sufficient time to complete the planning process, issue new RFPs, and award new contracts for behavioral health services.

**Fiscal Impact**

- The current total not-to-exceed amount of the 17 contracts is \$651,283,455. DPH is requesting a total increase in these contracts of \$225,289,816 for total contract not-to-exceed amounts of \$876,573,271.
- The Budget and Legislative Analyst found the requested increase for each of the 17 contracts to be reasonable, based on actual and projected contract expenditures.

**Policy Consideration**

- DPH is now in the process of determining how to best align contracted services with the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration, and plans to issue Requests for Proposals (RFP) in approximately March 2016. DPH considers the two-year contract extension to be necessary in order to prepare multiple RFPs for behavioral health services, stagger the timing of the issuance of these RFPs, and award new contracts, while preventing any break in service delivery.

**Recommendation**

- Approve the proposed resolutions.

## 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

In December 2010, the Board of Supervisors retroactively approved the extension of 22 contracts between the Department of Public Health (DPH) and 18 non-profit organizations and the Regents of the University of California at San Francisco for the provision of behavioral health services. The 22 contracts were extended for five years and six months from July 1, 2010 through December 31, 2015.<sup>1</sup> Funding for the 22 contracts was a combination of (i) General Funds, (ii) State Realignment and State General Funds, (iii) Federal Medi-Cal and other Federal funds, (iv) Work Orders, grants, and other State funds, and (v) 12 percent contingencies on the total combined not-to-exceed amount, which did not have a designated funding source.

In June 2015, DPH informed the Board of Supervisors of their intention to request two-year contract extensions for their behavioral health services contracts in order to meet the requirements of the Affordable Care Act. DPH has been involved in a planning process to optimize and integrate contracted community based services into DPH's San Francisco Health Network, an integrated service delivery system. The extension period would allow DPH to have sufficient time to complete the planning process, issue new RFPs, and award new contracts for behavioral health services.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would amend 17 of the 22 behavioral health services contracts between DPH and 14 non-profit organizations (15 contracts) and the Regents of the University of California at San Francisco (2 contracts) to (i) extend the contract terms for two years from December 31, 2015 to December 31, 2017, and (ii) increase the not-to-exceed amount of each contract, as shown in the Table 1 below.

The 14 non-profit organizations include Alternative Family Services, HealthRight360 (formerly Walden House), Baker Places, Central City Hospitality House, Community Awareness and Treatment Services, Conard House, Edgewood Center for Children and Families, Family Service Agency of San Francisco, Hyde Street Community Service, Instituto Familiar de la Raza, Progress

<sup>1</sup> The 18 non-profit organizations included Alternative Family Services, Asian American Recovery Services (now HealthRight360), Baker Places, Bayview Hunters Point Foundation for Community Improvement, Central City Hospitality House, Community Awareness and Treatment Services, Community Vocational Enterprises, Conard House, Edgewood Center for Children and Families, Family Service Agency, Hyde Street Community Service, Instituto Familiar de la Raza, Progress Foundation, Richmond Area Multi-Services (two contracts), San Francisco Study Center, Seneca Center, Walden House (now HealthRight360), and Westside Community Mental Health Center.

Foundation, Richmond Area Multi-Services (two contracts), Seneca Center, and Westside Community Mental Health Center.<sup>2</sup>

In addition to meeting new requirements for the Affordable Care Act, DPH must also comply with the State Department of Health Care Services 1115 demonstration waiver regarding Medical organized drug delivery system, which was approved by the State in August 2015. Ms. Michelle Ruggels, Director of the DPH Business Office, explained that DPH will need to make significant changes to the current substance abuse delivery system and in some cases, create new service models. DPH is now in the process of determining how to best align contracted services with the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration waiver.

### FISCAL IMPACT

The current total not-to-exceed amount of the 17 contracts is \$651,283,455. DPH is requesting a total increase in these contracts of \$225,289,816 for total contract not-to-exceed amounts of \$876,573,271, as shown in the Table below.

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<sup>2</sup> There are five outstanding contracts that were extended in 2010 but are not included in the proposed resolution. The Bayview Hunters Point Foundation for Community Improvement contract was approved for a two-year extension by the Board of Supervisors in October 2015. The San Francisco Study Center, Asian American Recovery Services (now HealthRight360), and Community Vocational Enterprises no longer have contracts with DPH. One additional Regents of the University of California at San Francisco contract will be submitted for review at a later date.

**Table. Current and Proposed Contract Not-to-Exceed Amounts<sup>3</sup>**

Contractor	Item No.	Current Not-to-Exceed Amount	Requested Increase	Revised Not-to-Exceed Amount
Alternative Family Services	15-1030	\$11,057,200	\$7,674,939	\$18,732,139
Baker Places	15-1031	69,445,722	15,981,652	85,427,374
Central City Hospitality	15-1032	15,923,347	3,636,666	19,560,013
Community Awareness and Treatment Services	15-1033	35,699,175	6,454,201	42,153,376
Conard House	15-1034	37,192,197	16,867,780	54,059,977
Edgewood Center for Children and Families	15-1035	36,958,528	19,276,057	56,234,585
Family Service Agency of San Francisco	15-1036	45,483,140	14,976,909	60,460,049
HealthRight360 (former Walden contract)	15-1038	69,451,787	22,073,719	91,525,506
Hyde Street Community Services	15-1039	17,162,210	5,968,409	23,130,619
Instituto Familiar de la Raza	15-1040	14,219,161	11,917,749	26,136,910
Progress Foundation	15-1043	92,018,333	28,972,744	120,991,077
The Regents of the University of California San Francisco (CCM) <sup>1</sup>	15-1044	24,962,815	9,380,507	34,343,322
The Regents of the University of California San Francisco (CCM-SPR) <sup>2</sup>	15-1046	32,024,839	22,521,671	54,546,510
Richmond Area Multi-Services, Inc. (RAMS - Children)	15-1047	19,904,452	9,721,109	29,625,561
Richmond Area Multi-Services, Inc. (RAMS - Adults)	15-1048	22,602,062	10,989,524	33,591,586
Seneca Center	15-1049	63,495,327	6,134,854	69,630,181
Westwide Community Mental Health Center	15-1050	43,683,160	12,741,326	56,424,486
<b>Total</b>		<b>\$651,283,455</b>	<b>\$225,289,816</b>	<b>\$876,573,271</b>

Source: Department of Public Health staff.

The Budget and Legislative Analyst found the requested increase for each of the 17 contracts to be reasonable, based on actual and projected contract expenditures.

<sup>3</sup> DPH will submit specific revised resolutions to the December 2, 2015 Budget and Finance Committee with corrected language or amounts. The Table above is based on the revised resolutions.



### Five Contracts have Significant Expenditure Increases

*Alternative Family Services (increase of \$7,674,939).* According to Ms. Michelle Ruggels, DPH Director of Business Office, DPH costs for this contract have increased because the Department is required to serve an increasing number of foster care children who are San Francisco residents but who are placed outside of the county. DPH contracted with Alternative Family Services to ensure that DPH complies with State mandates to complete assessments for all out-of-county placements. Previously 30-40 percent of foster care youth received an assessment. DPH now completes assessments for all foster care youth placements, and has budgeted for the associated cost increases.

*Edgewood Center for Children and Families (increase of \$19,276,057).* In 2014, DPH received a State grant in the amount of \$1,751,827 funded with Mental Health Services Act funding, which will fund two new DPH programs including the Youth Crisis Stabilization Center and the Mobile Crisis Team (File 14-0511).<sup>4</sup> According to Ms. Ruggels, the remaining portion of these program costs will be reimbursed by Medi-Cal for those clients with Medi-Cal eligibility.

*The Regents of the University of California at San Francisco: Citywide Case Management – Single Point of Responsibility (CCM-SPR; increase of 22,521,671).* DPH has expanded all intensive care management programs. In FY 2012-13, DPH transferred the Citywide Forensics program from the Citywide Case Management program to Citywide Case Management program for Single Point of Responsibility (CCM-SPR) as the CCM-SPR contract uses a capitation model rather than fee-for-service.<sup>5</sup> During this time, DPH also expanded the Citywide Focus program, which provides outpatient mental health services to reduce unnecessary institutional care for high risk and mentally ill transitional aged youth, adults, and older adults. Both of these programs are funded through the federal Mental Health Services Act.

*Richmond Area Multi-Services, Inc. for Children (RAMS Children; increase of \$9,721,109).* DPH costs for implementing Wellness Centers in high schools increased as the Wellness programs have been gradually expanded to additional high schools. DPH will receive reimbursements for program costs from Medi-Cal.

*Richmond Area Multi-Services, Inc. for Adults (increase of \$10,989,524).* Program costs will increase mainly because of four programs, including the I-Ability Vocational IT program, Asian Pacific Islander Mental Health Collaborative, the Peer Specialist Mental Health Certificate program, and the Broderick Street Adult Residential Facility. All of these programs will be funded by the State Mental Health Services Act.

### POLICY CONSIDERATION

Ms. Ruggels advised that the purpose of extending the current contract period by two years until December 31, 2017 is to allow the Department to:

<sup>4</sup> DPH received this grant to participate in a program entitled Mental Health Triage Personnel Grant for the period from April 1, 2014 through June 30, 2014.

<sup>5</sup> Under a capitation model, the contractor is paid a flat fee for each client rather than a fee for each service.

- (a) Complete its planning process to identify any service model changes necessary to better meet the needs of the Department's integrated service delivery system, the San Francisco Health Network, in response to the implementation of the Affordable Care Act;
- (b) Finalize its plan for addressing the new requirements of the State Department of Health Care Services 1115 demonstration waiver (Drug Medi-Cal Organized Delivery System) approved by the State in August 2015, which will require significant changes to the current substance abuse delivery system, including entirely new service models; and
- (c) Prepare multiple RFPs for behavioral health services, stagger the timing of the issuance of these RFPs, and award new contracts, while preventing any break in service delivery.

DPH will finalize its RFP schedule, which is estimated to be completed by March 2016, pending the completion of an evaluation of community-based services that meet the requirements of the Affordable Care Act and the State's 1115 demonstration waiver.

According to Ms. Ruggels, DPH will prepare a schedule for the issuance of the multiple RFPs for behavioral health services that includes the timeline of the issuance of the RFPs, as well as the effective date of the new services. DPH will submit the new contracts to the Board of Supervisors for approval in accordance with Charter Section 9.118(b).

**RECOMMENDATION**

Approve the proposed resolutions.



City and County of San Francisco

# San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

October 5, 2015

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 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 the extension of 22 behavioral health services contracts for two years, with corresponding increases in each contract amount, as shown in the resolution.

These contract amendments require Board of Supervisors approval under San Francisco Charter Section 9.118, as they have either already been approved by the Board and the proposed amendment exceeds \$500,000, or they have not previously been approved by the Board and the total contract amount exceeds \$10 million.

The following is a list of accompanying documents:

- o Resolution
- o Proposed amendments
- o Original agreements and any previous 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, Department of Public Health, (415) 554-2609 ([Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)).

Thank you for your time and consideration.

Sincerely,

Jacquie Hale  
Director  
DPH Office of Contracts Management and Compliance

RECEIVED  
 OFFICE OF CONTRACTS MANAGEMENT AND COMPLIANCE  
 OCT 5 2015 11:17 AM

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](mailto: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**

**Second Amendment**

THIS AMENDMENT (this "Amendment") is made as of July 1, 2015 in San Francisco, California, by and between **Regents of the University of California San Francisco** ("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, the Department of Public Health, Community Behavioral Health Services ("Department") wishes to have a University of California community focus (Single Point of Responsibility) to provide integrated outpatient behavioral health services to reduce unnecessary institutional care of high-risk, seriously mentally ill transitional-aged youth, adults, and older adults; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add Appendices A and B, increase compensation, and update standard contractual clauses; and

WHEREAS, a Request for Proposal ("RFP") RFP-23-2009 was issued on September 25, 2009, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4151 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:

- a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010, Contract Numbers BPHM11000035 and DPHM15000449 between Contractor and City, as amended by the First Amendment, Contract Numbers BPHM11000035 and DPHM14000187, and this Second Amendment.
- b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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

a. **Section 2 is hereby amended in its entirety to read as follows:**

2. **Term of Agreement.** The term of this Agreement shall be July 1, 2010 to December 31, 2017.

b. **Section 3 of the Agreement currently reads as follows:**

**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.

**Section 3 is hereby amended in its entirety to read as follows:**

**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. However, City shall pay for services performed from the beginning date of the term of the Agreement upon certification of the Controller of the availability of funds.

c. **Section 5 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 Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty Two Million Five Hundred Thirty One Thousand Nine Hundred Seven Dollars (\$32,531,907)**. 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.

**Section 5 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 works 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 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Fifty Four Million Five Hundred Forty Six Thousand Five Hundred Ten Dollars (\$54,546,510)**. 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.

**d. Section 8 is hereby amended in its entirety to read as follows:**

**8. Submitting False Claims; Monetary Penalties.**

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

**e. Section 10 is hereby amended in its entirety to read as follows:**

**10. Taxes.**

- a. Payment, as applicable, 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. Nothing in that paragraph shall be interpreted as a waiver of any immunities or defenses that Contractor may otherwise have.
- b. Without waiving its rights afforded to it as a California Constitutional Corporation, Contractor states as follows: 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.

f. Section 11 is hereby amended in its entirety to read as follows:

**11. Payment Does Not Imply Acceptance of Work.**

The payment by City for Services under this Agreement, or the receipt of payment thereof by Contractor, shall in no way affect the obligation of Contractor to perform the Services set forth in **Appendix A** of this Agreement, nor does it preclude City from seeking any available legal remedy should Contractor fail to perform such Services.

g. Section 12 is hereby amended in its entirety to read as follows:

**12. Qualified Personnel**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. To the extent possible, 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.

h. Section 13 is hereby amended in its entirety to read as follows:

**13. Responsibility for Equipment**

- a. City shall not be responsible for any damage to persons or property to the extent it is 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, while such equipment is in the sole care, custody, and control of Contractor.

- b. Any equipment purchased by Contractor with funds provided under the terms of this Agreement shall be deemed to be the property of the City and title to such equipment shall vest in the City. Contractor shall notify the Contract Administrator of any purchase of equipment in writing and shall provide an inventory of such equipment to the Contract Administrator within thirty (30) calendar days of the expiration or termination of this Agreement. If payment under this Agreement is based on a fee for service, equipment purchased using funds from this Agreement shall be referenced in **Appendix B**.

- i. **Section 14 is hereby amended in its entirety to read as follows:**

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

**a. Independent Contractor.**

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

**b. Payment of Taxes and Other Expenses.**

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

**j. Section 15 is hereby amended in its entirety to read as follows:**

**15. Insurance.**

Contractor and City agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. A certificate of insurance is not required from either party. In the event an insurance waiver is required or approved, it shall be attached hereto as Appendix C.

**k. Section 16 is hereby amended in its entirety to read as follows:**

**16. Indemnification.**

- a. Contractor shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

- b. City shall defend, indemnify, and hold Contractor, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

**l. Section 17 is hereby amended in its entirety to read as follows:**

**17. Incidental and Consequential Damages.** Deleted by agreement of the parties.

**m. Section 18 is hereby amended in its entirety to read as follows:**

**18. Liability of City.** Deleted by agreement of the parties.

**n. Section 19 is hereby amended in its entirety to read as follows:**

**19. Liquidated Damages.** Deleted by agreement of the parties.

**o. Section 21 is hereby amended in its entirety to read as follows:**

**21. Termination for Convenience.**

- a. Either party may terminate this Agreement by giving thirty (30) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Contractor agrees to file with the City all outstanding claims, cost reports and program reports within sixty (60) calendar days of such termination. Contractor shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.
- b. Upon receipt of a notice of termination from the City, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:
  - (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
  - (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

- (3) Terminating all existing orders and subcontracts.
  - (4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
  - (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
  - (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.
- c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:
- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead not to exceed the negotiated indirect rate as set forth in **Appendix B**. 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. With respect to such post-termination costs, 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 post-termination 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

related to post-termination costs, 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; and (2) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).
- f. City's payment obligation under this Section shall survive termination of this Agreement.

p. Section 22 is hereby amended in its entirety to read as follows:

**22. Rights and Duties upon Termination or Expiration.**

- a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, 57, 64 and item 1 of **Appendix D (HIPAA)** attached to this Agreement.
- b. Subject to the immediately preceding subsection (a), 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. When all payments due under this Agreement to the time of termination, less those legally withheld, if any, have been paid by City to Contractor, 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 as required pursuant to this Agreement or acquired with funding provided under 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.

q. Section 24 is hereby amended in its entirety to read as follows:

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

- a. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public non-profit educational institution, Contractor is subject to statutes requiring

disclosure of information and records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.

- b. Contractor shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Contractor agrees that all private or confidential information concerning clients receiving the Services set forth in **Appendix A** under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Contractor violates the terms of this section.
  - c. Contractor agrees that it has the duty and responsibility to make available to the Contract Administrator or his/her designee, including the Controller, the contents of records pertaining to any City client which are maintained in connection with the performance of the Contractor's duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
  - d. If this Agreement is terminated by either party, or expires, the Contractor shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Contractor is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires, such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Contractor does not waive its rights under CA Evidence Code §1157, *et seq.* or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Contractor, its patients, students, faculty, employees, and agents.
  - e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Contractor under this Agreement shall not be divulged by Contractor to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Department of Public Health Contract Administrator listed in **Appendix A**.
- r. **Section 25 is hereby amended in its entirety to read as follows:**

**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 fax: (415) 252-3088  
Department of Public Health  
1380 Howard Street, 4<sup>th</sup> floor  
San Francisco, CA 94102  
Attn: Sharon Jones email: [sharon.jones@sfdph.org](mailto:sharon.jones@sfdph.org)

TO CONTRACTOR: The Regents of the University of California fax: (415) 285-2037  
Clinical Practice Group  
SFGH Dean's Office, Room 2A21  
1001 Potrero Avenue  
San Francisco, CA 94110

AND: Division of Citywide Case Management Programs  
982 Mission Street, 2<sup>nd</sup> floor  
San Francisco, CA 94103  
Attn: Constance Revore email: [constance.revore@ucsf.edu](mailto:constance.revore@ucsf.edu)

PAYMENTS: Payee: "The Regents of the University of California"  
Mail Remittance Cashier  
Accounting Office  
University of California, San Francisco  
1855 Folsom Street, Suite 425  
San Francisco, CA 94143  
(if overnight, use zip code 94103)

Any notice of default must be sent by registered mail.

s. Section 26 is hereby amended in its entirety to read as follows:

**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 specifically under the direction and control of City and identified in **Appendix A, Appendix B, and any attachments to Appendix A and B**, to this Agreement shall become the property of City and will be transmitted to City upon request. City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when City owns the results, and Contractor gives City a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when Contractor owns the results. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

t. Section 27 is hereby amended in its entirety to read as follows:

**27. Works for Hire.**

If, in connection with services performed specifically under the direction and control of City and identified on **Appendix A** to this Agreement, Contractor and/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 City (collectively, "Works"). City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Works for scholarly or academic purposes. Except as provided herein, Contractor may not sell, or otherwise transfer its license to any commercial third party for any reason whatsoever. In all other instances, Contractor shall retain ownership and shall give City a non-exclusive, royalty-free, worldwide license to use such items for scholarly or academic purposes.

u. Section 29 is hereby amended in its entirety to read as follows:

**29. Subcontracting.**

- a. Services rendered by the Contractor pursuant to this Agreement may be carried out under subcontracts. All such subcontracts shall be in writing and shall abide by such federal, state and local laws and regulations as pertain to this Agreement. No subcontract shall terminate the legal responsibilities of the Contractor to the City to ensure that all activities under this Agreement shall be carried out.
- b. Contractor may utilize consultants to assist in a variety of functions. All agreements with consultants must be in writing, stating the amount of compensation and the scope of work.
- c. 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.
- d. Contractor shall provide the City with a list of all subcontractors and consultants retained by Contractor to provide Services under this Agreement either before such retention or as soon as reasonably possible after retention. City shall have the right to exercise its reasonable discretion to reject the retention of any subcontractor or consultant by Contractor. Upon any rejection by City, Contractor shall end rejected subcontractors or consultants provision of Services under this Agreement.



v. **Section 30 is hereby amended in its entirety to read as follows:**

**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, except as otherwise provided in Paragraph 29, above, unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

w. **Section 32 is hereby amended in its entirety to read as follows:**

**32. Consideration of Criminal History in Hiring and Employment Decisions.** Deleted in consideration of Contractor's Public Entity status and approved by Office of Contracts Administration (OCA).

x. **Section 33 is hereby amended in its entirety to read as follows:**

**33. Local Business Enterprise Utilization; Liquidated Damages.** Deleted in consideration of Contractor's Public Entity status.

y. **Section 34 is hereby amended in its entirety to read as follows:**

**34. Nondiscrimination; Penalties.** Deleted based on Contracts Monitoring Division's (CMD) approval of sole source exception.

z. **Section 35 is hereby amended in its entirety to read as follows:**

**35. MacBride Principles—Northern Ireland.** Deleted in consideration of Contractor's Public Entity status.

aa. **Section 39 is hereby amended in its entirety to read as follows:**

**39. Compliance with Americans with Disabilities Act.** Deleted in consideration of Contractor's Public Entity status and the fact that this Agreement serves a substantial public interest, per Administrative Code Chapter 12C.5-1(b).

bb. **Section 41 is hereby amended in its entirety to read as follows:**

**41. Public Access to Meetings and Records.** Deleted in consideration of Contractor's Public Entity status.

cc. **Section 43 is hereby amended in its entirety to read as follows:**

**43. Requiring Minimum Compensation for Covered Employees.** Deleted in consideration of Contractor's Public Entity status.

**dd. Section 44 is hereby amended in its entirety to read as follows:**

**44. Requiring Health Benefits for Covered Employees.** Deleted in consideration of Contractor's Public Entity status.

**ee. Section 45 is hereby amended in its entirety to read as follows:**

**45. First Source Hiring Program.** Deleted in consideration of Contractor's Public Entity status.

**ff. Section 47 is hereby amended in its entirety to read as follows:**

**47. Preservative-treated Wood Containing Arsenic -** Deleted in consideration of the fact that this Agreement is not for the purchase of preservative-treated wood products.

**gg. Section 48 is hereby amended in its entirety to read as follows:**

**48. Modification of Agreement.**

- a. 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, except that changes in the scope of service that do not increase the level of total compensation shall be subject to the provisions of the Department of Public Health Policy / Procedure Regarding Contract Budget Changes in effect at commencement of the term of this Agreement, a copy of which has been provided to Contractor. In the event that City desires to amend the Policy/Procedures Regarding Contract Budget Changes, it will provide Contractor with at least thirty (30) days written notice of the proposed changes and provide Contractor with the opportunity to ask questions, raise concerns or recommend alternative revisions. City shall, in good faith, consider Contractor's questions, concerns and recommendations in finalizing any changes to the Policy/Procedure Regarding Budget Changes; however, the final approval of such changes shall be solely in City's discretion.
- b. City may from time to time request changes in the scope of the services of this Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be effective only upon execution of a duly authorized amendment to this Agreement. Contractor shall cooperate with the City to submit to the Director of CMD any amendment, modification, supplement, or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent 20%(CMD Contract Modification Form).

**hh. Section 49 is hereby amended in its entirety to read as follows:**

**49. Administrative Remedy for Agreement Interpretation**

- a: Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its

obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

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

**ii. Section 52 is hereby amended in its entirety to read as follows:**

**52. Entire Agreement.**

This Agreement, including all Appendices expressly incorporated herein, sets forth the entire understanding between the parties, and supersedes all other oral or written provisions as it pertains to the subject matter herein. This contract may be modified only as provided in Section 48.

**jj. Section 53 is hereby amended in its entirety to read as follows:**

**53. Compliance with Laws.**

The parties shall comply with all applicable laws in the performance of this Agreement.

**kk. Section 54 is hereby amended in its entirety to read as follows:**

**54. Services Provided by Attorneys.**

The parties do not intend that any legal services will be provided under this Agreement. Any services to be provided under this Agreement (with funding provided by City) to be performed by a law firm or attorney as set forth in the statement of work 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.

**ll. Section 55 is hereby amended in its entirety to read as follows:**

**55. Supervision of Minors.**

In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors.

**mm. Section 57 is hereby amended in its entirety to read as follows:**

**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. The provisions of this Section 57 shall not apply to the extent inconsistent with federal, state or local law.

**nn. Section 58 is hereby amended in its entirety to read as follows:**

**58. Reserved.**

**oo. Section 60 is hereby amended in its entirety to read as follows:**

**60. Slavery Era Disclosure.** Deleted in consideration of Contractor's status as a State of California agency per San Francisco Administrative Code Chapter 12.Y.3(b).

**pp. Section 61 is hereby amended in its entirety to read as follows:**

**61. Dispute Resolution Procedure.** Deleted by agreement of the Parties.

**qq. Section 62 is hereby amended in its entirety to read as follows:**

**62. Additional Terms.**

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

**rr. Section 63 is hereby amended in its entirety to read as follows:**

**63. 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.

**ss. Section 64 is hereby added and reads as follows:**

**64. Protected Health Information**

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

**tt. Appendices A, A-1a, and A-1b dated 07/01/15 (i.e. July 1, 2015) are hereby added for fiscal year 2015/16.**

**uu. Appendices B, B-1a, and B-1b dated 07/01/15 (i.e. July 1, 2015) are 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 effective date of this Agreement.
- 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.

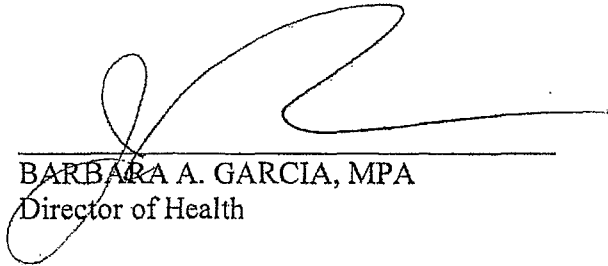
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

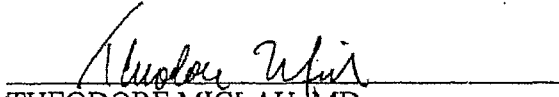
Recommended by:

The Regents of the University of California A  
Constitutional Corporation, on behalf of its San  
Francisco Campus



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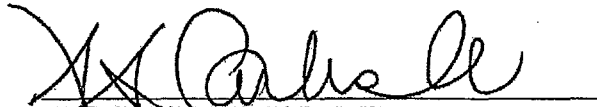
BARBARA A. GARCIA, MPA  
Director of Health



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THEODORE MICLAU, MD  
Chair, Clinical Practice Group  
SFGH Dean's Office, Room 2A21  
San Francisco General Hospital  
1001 Potrero Avenue  
San Francisco, CA 94110

Approved as to Form:  
DENNIS J. HERRERA  
City Attorney



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SUE CARLISLE, PhD, MD  
Vice Dean, SFGH  
SFGH Dean's Office, Room 2A21  
San Francisco General Hospital  
1001 Potrero Avenue  
San Francisco, CA 94110

By:   
KATHY MURPHY  
Deputy City Attorney

Approved:

City vendor number: 44467

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

**Appendices**

- A: Services to be Delivered by Contractor
- A-1a: Services to be Delivered by Contractor – Citywide Focus
- A-1b: Services to be Delivered by Contractor – Citywide Forensics
- B: Calculation of Charges
- B-1a: Budget Summary – Citywide Focus
- B-1b: Budget Summary – Citywide Forensics

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

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Mario Hernandez, Principal Contact for the City, or his / her designee and City will contact the UC Principal Investigator or other appropriate UCSF staff person, Contractor's Principal Investigator for this Agreement, or his/her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. 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:

It is the intent of the parties that only clients who are San Francisco residents shall be treated under the terms of this Agreement, and City shall pay for all services rendered by Contractor in accordance with this Agreement. The parties agree that to the extent that residency has been verified by the City, that verification may be relied upon by Contractor. 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 correcting known site hazards, the proper use of equipment located at the site, the health and safety of their employees, and for all other persons who work at or visit the job site as per local and/or state regulations.
- (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. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

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 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.

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 Assurance:

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

- (1) Staff evaluations
- (2) Personnel policies and procedures
- (3) Quality Improvement
- (4) Staff Education and Training

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 agreement with said funding sources, which agreements are incorporated by reference as fully set forth and will be provided to Contractor upon request.

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**

Detailed description of services are listed below and are attached hereto:

Appendix A-1a, A-1b; SPR

**1. Identifiers:**

Program Name: **UC Citywide SPR**  
 Program Address: 982 Mission St. 2<sup>nd</sup> Floor  
 City, State, ZIP: San Francisco, CA 94103  
 Telephone: 415-597-8065 FAX: 415-597-8004  
 Website Address: <http://www.ucsf.edu/>

Contractor Address: 982 Mission St. 2<sup>nd</sup> floor  
 City, State, ZIP: San Francisco, CA 94103  
 Person Completing this Narrative: David Fariello  
 Telephone: 415-597-8065  
 Email Address: david.fariello@ucsf.edu  
 Program Code(s): 1a) Citywide Focus (89113)  
 1b) Citywide Forensics (89119)

**2. Nature of Document:**

New  Renewal  Amendment Two

**3. Goal Statement:**

The UC Citywide SPR (Citywide Focus & Citywide Forensics) will reduce unnecessary institutional care (hospitals, IMD, MRF and/or jail) of high risk, seriously mentally ill transitional aged youth, adults, and older adults.

**4. Target Population:**

UC Citywide SPR proposes the continuation of a capitated full-service integrated outpatient behavioral health center treating 570 transitional age youth, adult, and/or older-adult clients identified by CBHS. We focus on San Francisco adult residents with the highest mental health and social service needs. Over 60% are diagnosed with complicating substance abuse problems, over 65% have been homeless, and many also have criminal justice involvement. Approximately 64% are men, 36% women, 32% white, 35% African-American, 24% Asian, and 9% Latino. We treat consumers in every district of the city, but the largest numbers are in the Tenderloin, South of Market, Bayview and Inner-Mission and Chinatown areas. Many consumers live in SROs, but a significant number (especially Asian and Latino consumers) live with families of origin and others in Residential Care group homes.

**5. Modality(s)/Intervention(s)** (See instruction on the use of this table):

The UC Citywide SPR provides Mode 15 Outpatient Mental Health services. UC Citywide SPR is to be reimbursed on a capitated case basis. See below for details:

Units of Service (UOS) Description	Units of Service	# of Clients	Unduplicated Clients (UDC)
Units of Service # Clients Enrolled (570 Max) x Months (12) = 6840	6840	570	
Total UDC Served 570 Clients x .2 (turnover) = 114 570 + 114 = 684			684

**Capitation Rate: \$1,228.71 per client enrolled (570 max) per month**  
 (Formula:  $\$8,404,402 \div 12 \div 570 = 1,228.71$ )

## 6. Methodology:

- Consumers are assertively engaged and followed throughout the system as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in Board & Care are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.

### A. Outreach, Recruitment, Promotion, and Advertisement.

Referrals for the programs come from hospitals, CBHS outpatient mental health clinics, jails, and CBHS.

### B. Admission, Enrollment and/or Intake Criteria and process where applicable.

Consumers are referred to a central intake staff by phone and fax that screens referrals to make sure they meet Target Population criteria (high user of mental health services). Within 72 hours a case manager conducts a face-to-face interview with the consumer to enroll and begin a treatment alliance and to make sure the consumer's behavior will be safe for staff and consumers. The case manager accompanies the consumer on the day of discharge to his/her residence and first appointments. The program adheres to the guidelines, definitions and services as described in the intensive case management guidelines. The Program accepts consumers authorized by CBHS.

### C. Service Delivery Model and How Each Service is Delivered (e.g. phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc).

Citywide Focus ACT model treatment teams provide comprehensive case management, crisis, family, and individual therapy services. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The programs incorporate the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. Consumers are seeing as often as is clinically indicated, which may be daily for consumers in crisis or bi-weekly for stable consumers transitioning to a lower level of care. Staff regularly provides "hotel rounds", visiting consumers in the SROs where they reside, providing medication and spending money. Program hours are 8:30 am to 5:00 pm, Monday through Friday and 10:00 am to 1:00 pm on

Saturdays. After hours and weekends are covered by on-call staff who provide phone consultation and support top consumers, support members or other agencies.

*D. Exit Criteria and Process (e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning).*

Discharge Criteria: Citywide Focus will continue with comprehensive, wrap-around services as long as clinically needed. When the following criteria are met a step-down transition will be initiated.

1. Treatment engagement sufficient to manage acute symptoms and sustained MORS score of 6 and above coupled with decreased staff intervention levels.
  2. No psychiatric inpatient stays for 18 months
  3. No more than one PES visit in the last year
  4. Stable housing, entitlements, health care
  5. No pending criminal justice charges, and consumer demonstrates 6 months of unassisted management of probation or BHC involvement
  6. Some productive use of time activities; hobbies, clubs. Work, school, etc.
- Consumers will transition to primary care providers, neighborhood clinics, or private health care plans and providers as they engage with the larger community and increase their ability to manage usual health care providers.

*E. Staffing (e.g. which staff will be involved in what aspects of the service development and delivery. Indicate if any staff position is not funded by the grant. Note: For CBHS, Appendix B is sufficient. See Appendix B).*

**7. Objectives and Measurements:**

**"All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY14-15."**

**8. Continuous Quality Improvement:**

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

**9. Required Language: Not applicable.**

**Appendix B  
Calculation of Charges**

**1. Method of Payment**

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

**2. Program Budgets and Final Invoice**

**A. Budget Summary**

Appendix B-1a, B-1b: SPR

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$2,117,909** 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 – June 30, 2011	\$3,304,648
July 1, 2011 – June 30, 2012	\$3,302,046
July 1, 2012 – June 30, 2013	\$7,808,029
July 1, 2013 – June 30, 2014	\$7,758,031
July 1, 2014 – June 30, 2015	\$8,404,402
July 1, 2015 – December 31, 2015	\$4,202,201
January 1, 2016 – June 30, 2016	\$4,202,201
July 1, 2016 – June 30, 2017	\$9,034,732
July 1, 2017 – December 31, 2017	\$4,412,311
<b>Contingency</b>	<b><u>\$2,117,909</u></b>
<b>TOTAL</b>	<b>\$54,546,510</b>

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. 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.

FY 14-15 CBHS BUDGET DOCUMENTS

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH): 00117		Prepared By/Phone #: Constance Revore (415)597-8047				Fiscal Year: 15/16			
DHCS Legal Entity Name (MH)/Contractor Name (SA): (Regents of) UC San Francisco		Document Date: 7/1/2015				Appendix B, Page 3			
Contract CMS # (CDTA use only): 6982									
Contract Appendix Number:		B-1a	B-1b	B-#	B-#	B-#	B-#		
Appendix A/Program Name:		Citywide Focus	Citywide Forensics						
Provider Number:		8911	8911						
Program Code(s):		89113	89119						
FUNDING TERM:		07/01/15-06/30/16	07/01/15-06/30/16	-- --	-- --	-- --	-- --	TOTAL	
<b>FUNDING USES</b>									
Salaries & Employee Benefits:		5,399,365	1,960,307					7,359,672	
Operating Expenses:		805,878	238,852					1,044,730	
Capital Expenses:								0	
Subtotal Direct Expenses:		6,205,243	2,199,159					8,404,402	
Indirect Expenses:		0	0					0	
Indirect %:		0%	0%					0%	
<b>TOTAL FUNDING USES</b>		<b>6,205,243</b>	<b>2,199,159</b>					<b>8,404,402</b>	
								Employee Fringe Benefits %:	38%
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>									
MH FED - SDMC Regular FFP (50%)		2,586,614	897,170					3,483,784	
MH STATE - MH Realignment (match)		1,787,195	454,205					2,241,400	
MH STATE - MH Realignment		-	35,281					35,281	
MH COUNTY - General Fund		1,032,015	369,538					1,401,553	
MH COUNTY - General Fund (match)		240,435	-					240,435	
MH STATE - MHSA (CSS) (match)		558,984	442,965					1,001,949	
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>		<b>6,205,243</b>	<b>2,199,159</b>					<b>8,404,402</b>	
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>									
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>-</b>	<b>-</b>					<b>-</b>	
<b>OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>									
<b>TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>		<b>-</b>	<b>-</b>					<b>-</b>	
<b>TOTAL DPH FUNDING SOURCES</b>		<b>6,205,243</b>	<b>2,199,159</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,404,402</b>	
<b>NON-DPH FUNDING SOURCES</b>									
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>6,205,243</b>	<b>2,199,159</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,404,402</b>	

6614



FY 15-16 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): (Regents of) UC San Francisco					Appendix/Page #: B-1a, Page 1	
Provider Name: UC Citywide SPR					Document Date: 7/1/2015	
Provider Number: 8911					Fiscal Year: 15/16	
Program Name:	Citywide Focus	Citywide Focus	Citywide Focus	Citywide Focus		
Program Code (formerly Reporting Unit):	89113	89113	89113	89113		
Mode/SFC (MH) or Modality (SA):	15/01-09	15/10-56	15/60-69	15/70-79		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP	TOTAL	
FUNDING TERM:	07/01/2015-06/30/2016	07/01/2015-06/30/2016	07/01/2015-06/30/2016	07/01/2015-06/30/2016	07/01/2015-06/30/2016	
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	539,937	3,509,587	1,295,847	53,994	5,399,365	
Operating Expenses:	80,588	523,821	193,410	8,059	805,878	
Capital Expenses (greater than \$5,000):	0	0	0	0	0	
Subtotal Direct Expenses:	620,525	4,033,408	1,489,257	62,053	6,205,243	
Indirect Expenses:	0	0	0	0	0	
<b>TOTAL FUNDING USES:</b>	<b>620,525</b>	<b>4,033,408</b>	<b>1,489,257</b>	<b>62,053</b>	<b>6,205,243</b>	
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>						
	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (50%)	HMHMCC730515	258,662	1,681,299	620,787	25,866	2,586,614
MH STATE - MH Realignment (match)	HMHMCC730515	178,720	1,161,676	428,927	17,872	1,787,195
MH COUNTY - General Fund	HMHMCC730515	103,201	670,810	247,683	10,321	1,032,015
MH COUNTY - General Fund (match)	HMHMCC730515	24,044	156,283	57,704	2,404	240,435
MH STATE - MHSA (CSS) (match)	PHS63-1505	55,898	363,340	134,156	5,590	558,984
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>		<b>620,525</b>	<b>4,033,408</b>	<b>1,489,257</b>	<b>62,053</b>	<b>6,205,243</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
	Index Code/Project Detail/CFDA#:					
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>		-	-	-	-	-
<b>OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>						
	Index Code/Project Detail/CFDA#:					
<b>TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>		<b>620,525</b>	<b>4,033,408</b>	<b>1,489,257</b>	<b>62,053</b>	<b>6,205,243</b>
<b>NON-DPH FUNDING SOURCES</b>						
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	0	0	0	0
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>620,525</b>	<b>4,033,408</b>	<b>1,489,257</b>	<b>62,053</b>	<b>6,205,243</b>
<b>CBHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):						
	FFS	FFS	FFS	FFS		
DPH Units of Service:	295,796	1,450,866	303,311	16,330		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	2.10	2.78	4.91	3.80		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	2.10	2.78	4.91	3.80		
Published Rate (Medi-Cal Providers Only):	2.70	2.95	5.20	4.30		
Unduplicated Clients (UDC):					<b>Total UDC: 480</b>	

6615

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 89113  
 Program Name: Citywide Focus  
 Document Date: 7/1/2015

Appendix/Page #: B-1a, Page 2

Position Title	TOTAL		General Fund HMHMCC730515		MH STATE - MHSA (C6S) PHS63-1605		Funding Source 2 (Include Funding Source Name and Index)		Funding Source 3 (include Funding Source Name and Index Code/Project)		Funding Source 4 (include Funding Source Name and Index Code/Project)	
	Term: 07/01/2015-06/30/2016		Term: 07/01/2015-06/30/2016		Term: 07/01/2015-06/30/2016		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Mark Leary, MD, UCSF, PI	0.05	\$ 10,143	0.05	9,230	0.00	913						
Asst Clinical/Clinical Professor	2.58	\$ 466,959	2.35	415,833	0.23	41,126						
Resident Physician	0.45	\$ 28,951	0.41	26,345	0.04	2,606						
Asso Physician Diplomate	0.50	\$ 94,898	0.46	86,357	0.05	8,541						
Administrative Assistant III/II	3.00	\$ 154,366	2.73	140,473	0.27	13,893						
Department Analyst	1.17	\$ 92,034	1.06	83,751	0.11	8,283						
Division Analyst	2.00	\$ 169,349	1.82	154,108	0.18	15,241						
Department Director of Administration	0.15	\$ 26,576	0.14	24,184	0.01	2,392						
Division Director	1.00	\$ 136,240	0.91	123,978	0.09	12,262						
Community Health Program Manager	1.00	\$ 71,080	0.91	64,683	0.09	6,397						
Community Health Program Representative	1.13	\$ 39,928	1.03	36,334	0.10	3,594						
Supervising Clinical Social Workers	1.00	\$ 104,062	0.91	94,696	0.09	9,366						
Clinical Social Workers III/II - Supervisor	3.29	\$ 293,833	2.99	267,388	0.30	26,445						
Clinical Social Workers III	17.00	\$ 1,246,039	15.47	1,133,895	1.53	112,144						
Social Worker Associate	6.00	\$ 334,362	5.46	304,260	0.54	30,092						
Nurse (LVN, RN, NP)	4.10	\$ 401,375	3.73	365,251	0.37	36,124						
Hospital Assistant	2.10	\$ 101,453	1.91	92,322	0.19	9,131						
Employee Representative, Sr	2.55	\$ 150,817	2.32	137,243	0.23	13,574						
<b>Totals:</b>	<b>49.07</b>	<b>\$3,912,455</b>	<b>44.65</b>	<b>\$3,560,334</b>	<b>4.42</b>	<b>\$352,121</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>

<b>Employee Fringe Benefits:</b>	38%	\$ 1,486,910	38%	\$1,353,088	38%	\$133,822					#DIV/0!
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<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$5,399,365</b>	<b>\$4,913,422</b>	<b>\$485,943</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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6616

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 89113  
 Program Name: Citywide Focus  
 Document Date: 7/1/2015

Appendix/Page #: B-1a, Page 3

Expenditure Category	TOTAL	General Fund HMHMCC730515	MH STATE - MHSA (CSS) PHS63-1505	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 07/01/2015-06/30/2016	Term: 07/01/2015-06/30/2016	Term: 07/01/2015-06/30/2016	Term:	Term:	Term:
<b>Occupancy:</b>						
Rent	\$ 429,353	\$ 390,711	\$ 38,642			
Utilities(telephone, cell, pagers)	\$ 80,000	\$ 72,800	\$ 7,200			
Building and Van Repair/Maintenance	\$ 3,000	\$ 2,730	\$ 270			
<b>Materials &amp; Supplies:</b>						
Office Supplies (supplies, postage and mail)	\$ 30,207	\$ 27,488	\$ 2,719			
Photocopying	\$ 2,500	\$ 2,275	\$ 225			
Medical Supplies	\$ 5,000	\$ 4,550	\$ 450			
Computer hardware/software	\$ 10,000	\$ 9,100	\$ 900			
<b>General Operating:</b>						
Training/Staff Development	\$ 2,500	\$ 2,275	\$ 225			
Insurance	\$ -	\$ -				
Professional License	\$ -					
Permits	\$ -					
Equipment Lease & Maintenance	\$ 3,000	\$ 2,730	\$ 270			
<b>Staff Travel:</b>						
Local Travel	\$ 9,000	\$ 8,190	\$ 810			
Out-of-Town Travel	\$ -					
Field Expenses	\$ -					
<b>Consultant/Subcontractor:</b>						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
<b>Other UC Direct Costs:</b>						
Data Network Services	\$ 24,142	\$ 21,970	\$ 2,173			
CCDSS: Computing and Communication Device Support Services	\$ 27,087	\$ 24,649	\$ 2,438			
GAEL: General Automobile and Employee Liability Charges	\$ 30,517	\$ 27,771	\$ 2,747			
UCSF Faculty and Staff Recharge	\$ 49,572	\$ 45,110	\$ 4,461			
<b>Other:</b>						
Vocational Services (Stipends for volunteer work)	\$ 30,000	\$ 27,300	\$ 2,700			
Client Food and Misc Client Expenses (Taxi vouchers for client appts, clothing, food, hygiene products, laundry, cleaning supplies and treats for meeting treatment plan goals)	\$ 70,000	\$ 63,700	\$ 6,300			
<b>TOTAL OPERATING EXPENSE</b>	<b>\$805,878</b>	<b>\$733,349</b>	<b>\$72,529</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

6617

FY 15-16 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): UC Regents					Appendix/Page #: B-1b, Page 1	
Provider Name: UC Citywide SPR					Document Date: 7/1/2015	
Provider Number: 8911					Fiscal Year: 15/16	
Program Name:	Citywide Forensics	Citywide Forensics	Citywide Forensics	Citywide Forensics		
Program Code (formerly Reporting Unit):	89119	89119	89119	89119		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-56	15/60-69	15/70-79		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP	TOTAL	
FUNDING TERM:	07/01/2015-06/30/2016	07/01/2015-06/30/2016	07/01/2015-06/30/2016	07/01/2015-06/30/2016		
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	196,030	1,274,200	470,474	19,603		1,960,307
Operating Expenses:	23,885	155,254	57,324	2,389		238,852
Capital Expenses (greater than \$5,000):	0	0	0	0		0
Subtotal Direct Expenses:	219,915	1,429,454	527,798	21,992		2,199,159
Indirect Expenses:	0	0	0	0		0
<b>TOTAL FUNDING USES:</b>	<b>219,915</b>	<b>1,429,454</b>	<b>527,798</b>	<b>21,992</b>		<b>2,199,159</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
MH FED - SDMG Regular FFP (50%)	HMHMCC730515	89,716	583,161	215,321	8,972	897,170
MH STATE - MH Realignment (match)	HMHMCC730515	45,420	295,233	109,010	4,542	454,205
MH STATE - MH Realignment	HMHMCC730515	3,528	22,933	8,467	353	35,281
MH COUNTY - General Fund	HMHMCC730515	36,954	240,200	88,689	3,695	369,538
MH STATE - MHSA (CSS) (match)	PHS63-1505	44,297	287,927	106,311	4,430	442,965
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>		<b>219,915</b>	<b>1,429,454</b>	<b>527,798</b>	<b>21,992</b>	<b>2,199,159</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>		-	-	-	-	-
<b>OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
<b>TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>		<b>219,915</b>	<b>1,429,454</b>	<b>527,798</b>	<b>21,992</b>	<b>2,199,159</b>
<b>NON-DPH FUNDING SOURCES</b>						
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	0	0	0	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>219,915</b>	<b>1,429,454</b>	<b>527,798</b>	<b>21,992</b>	<b>2,199,159</b>
<b>CBHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):		FFS	FFS	FFS	FFS	
DPH Units of Service:	104,831	514,192	107,495	5,787		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	2.10	2.78	4.91	3.80		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	2.10	2.78	4.91	3.80		
Published Rate (Medi-Cal Providers Only):	2.70	2.95	5.20	4.30		
Unduplicated Clients (UDC):						204

6618

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 89119  
 Program Name: Citywide Forensics  
 Document Date: 7/1/2015

Appendix/Page #: B-1b, Page 2

Position Title	TOTAL		General Fund HMMCC730515		MH STATE - MHSA (CSS) PHS63-1505		Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
	Term: 07/01/2015-06/30/2016		Term: 07/01/2015-06/30/2016		Term: 07/01/2015-06/30/2016		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Asst Clinical/Clinical Professor	1.30	\$ 240,920	1.04	192,736	0.26	48,184						
Asso Physician Diplomate	0.50	\$ 93,213	0.40	74,570	0.10	18,643						
Supervising Clinical Social Workers	1.00	\$ 100,487	0.80	80,390	0.20	20,097						
Clinical Social Workers II/III - Supervisor	1.95	\$ 164,034	1.56	131,227	0.39	32,807						
Clinical Social Workers VII	9.52	\$ 668,379	7.62	534,703	1.90	133,676						
Nurse (LVN, RN, NP)	1.00	\$ 82,267	0.80	65,814	0.20	16,453						
Community Health Program Rep	0.57	\$ 20,078	0.46	16,062	0.11	4,016						
Occupational Therapist II	0.30	\$ 28,096	0.24	22,477	0.06	5,619						
Social Worker Associate	0.15	\$ 8,891	0.12	7,113	0.03	1,778						
Community Health Program Manager	0.20	\$ 14,147	0.16	11,318	0.04	2,829						
Totals:	16.49	\$ 1,420,512	13.19	\$1,136,410	3.30	\$284,102						

Employee Fringe Benefits:	38%	\$ 539,795	38%	\$431,836	38%	\$107,959						
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TOTAL SALARIES & BENEFITS

\$1,960,307

\$1,568,246

\$392,061

\$0

\$0

\$0

6619

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 89119  
 Program Name: Citywide Forensics  
 Document Date: 7/1/2015

Appendix/Page #: B-1b, Page 3

Expenditure Category	TOTAL	General Fund HMMCC730515	MH STATE - MHA (CSS) PHS63-1505	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 07/01/2015-06/30/2016	Term: 07/01/2015-06/30/2016	Term: 07/01/2015-06/30/2016	Term:	Term:	Term:
<b>Occupancy:</b>						
Rent	\$ 160,456	\$ 128,365	\$ 32,091			
Utilities (telephone, cell, pagers)	\$					
Building Repair/Maintenance						
<b>Materials &amp; Supplies:</b>						
Office Supplies	\$ 6,185	\$ 4,948	\$ 1,237			
Photocopying						
Postage and Mail						
Medical Supplies						
Computer hardware/software	\$ 5,000	\$ 4,000	\$ 1,000			
<b>General Operating:</b>						
Training/Staff Development	\$ 1,000	\$ 800	\$ 200			
Insurance						
Professional License						
Permits						
Equipment Lease & Maintenance						
<b>Staff Travel:</b>						
Local Travel	\$ 1,000	\$ 800	\$ 200			
Out-of-Town Travel						
Field Expenses						
<b>Consultant/Subcontractor:</b>						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)						
<b>Other UC Direct Costs:</b>						
Data Network Recharge	\$ 8,113	\$ 6,490	\$ 1,623			
CCDSS: Computing and Communication Device Support Services	\$ 9,102	\$ 7,282	\$ 1,820			
GAIL: General Automobile and Employee Liability Charges	\$ 11,080	\$ 8,864	\$ 2,216			
UCSF Faculty and Staff Recharge	\$ 16,915	\$ 13,532	\$ 3,383			
<b>Other:</b>						
Client Food and Misc Client Expenses (Taxi vouchers for client appts, clothing, food, hygiene products, laundry, cleaning supplies and treats for meeting treatment plan goals)	\$ 20,000	\$ 16,000	\$ 4,000			

TOTAL OPERATING EXPENSE \$ 238,852 \$191,081 \$47,770 \$0 \$0 \$0

6620

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of July 1, 2014 in San Francisco, California, by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California constitution corporation, on behalf of the **UCSF CLINICAL PRACTICE GROUP, DEPARTMENT OF PSYCHIATRY, AT SAN FRANCISCO GENERAL HOSPITAL** "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, the Department of Public Health, Community Behavioral Health Services ("Department") wishes to provide mental health and substance abuse services; and,

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add Appendices A and B, increase compensation and update standard contractual clauses; and

WHEREAS, a Request for Proposal ("RFP") RFP-23-2009 was issued on September 25, 2009, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4151 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:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010, Contract Number BPHM11000035 between Contractor and City as amended by this First Amendment.

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

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

a. **Section 3 of the Agreement currently reads as follows:**

**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.

**Section 3 is hereby amended in its entirety to read as follows:**

**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. However, City shall pay for services performed from the beginning date of the term of the Agreement upon certification of the Controller of the availability of funds.

**b. Section 5 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 Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Million Three Hundred Fifty Six Thousand, Six Hundred Thirty Three Dollars (\$20,356,633)**. 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.

**Section 5 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 works 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 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty Two Million Five Hundred Thirty One Thousand Nine Hundred Seven Dollars (\$32,531,907)**. 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.

**c. Section 8 is hereby amended in its entirety to read as follows:**

**8. Submitting False Claims; Monetary Penalties**

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the



City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

d. Section 10 is hereby amended in its entirety to read as follows:

#### 10. Taxes

a. Payment, as applicable, 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. Nothing in that paragraph shall be interpreted as a waiver of any immunities or defenses that Contractor may otherwise have.

b. Without waiving its rights afforded to it as a California Constitutional Corporation, Contractor states as follows: 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.

e. Section 11 is hereby amended in its entirety to read as follows:

**11. Payment Does Not Imply Acceptance of Work**

The payment by City for Services under this Agreement, or the receipt of payment thereof by Contractor, shall in no way affect the obligation of Contractor to perform the Services set forth in **Appendix A** of this Agreement, nor does it preclude City from seeking any available legal remedy should Contractor fail to perform such Services.

**f. Section 12 is hereby amended in its entirety to read as follows:**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. To the extent possible, 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.

**g. Section 13 is hereby amended in its entirety to read as follows:**

**13. Responsibility for Equipment**

a. City shall not be responsible for any damage to persons or property to the extent it is 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, while such equipment is in the sole care, custody, and control of Contractor.

b. Any equipment purchased by Contractor with funds provided under the terms of this Agreement shall be deemed to be the property of the City and title to such equipment shall vest in the City. Contractor shall notify the Contract Administrator of any purchase of equipment in writing and shall provide an inventory of such equipment to the Contract Administrator within thirty (30) calendar days of the expiration or termination of this Agreement. If payment under this Agreement is based on a fee for service, equipment purchased using funds from this Agreement shall be referenced in **Appendix B**.

**h. Section 14 is hereby amended in its entirety to read as follows:**

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

**a. Independent Contractor**

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement

referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**b. Payment of Taxes and Other Expenses.**

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

**i. Section 15 is hereby amended in its entirety to read as follows:**

**15. Insurance**

Contractor and City agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. A certificate of insurance is not required from either party. In the event an insurance waiver is required or approved, it shall be attached hereto as Appendix C.

**j. Section 16 is hereby amended in its entirety to read as follows:**

**16. Indemnification**

**a.** Contractor shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys'

fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

b. City shall defend, indemnify, and hold Contractor, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

k. Section 17 is hereby amended in its entirety to read as follows:

17. **Incidental and Consequential Damages** - Deleted by agreement of the parties.

l. Section 18 is hereby amended in its entirety to read as follows:

18. **Liability of City** - Deleted by agreement of the parties.

m. Section 19 is hereby amended in its entirety to read as follows:

19. **Liquidated Damages** - Deleted by agreement of the parties.

n. Section 21 is hereby amended in its entirety to read as follows:

21. **Termination for Convenience**

a. Either party may terminate this Agreement by giving thirty (30) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Contractor agrees to file with the City all outstanding claims, cost reports and program reports within sixty (60) calendar days of such termination. Contractor shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.

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

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.

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

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

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

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

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

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead not to exceed the negotiated indirect rate as set forth in Appendix B. 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. With respect to such post-termination costs, 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 post-termination 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 related to post-termination costs, 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; and (2) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).

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

o. Section 22 is hereby amended in its entirety to read as follows:

**22. Rights and Duties upon Termination or Expiration**

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, 57,64 and item 1 of Appendix D (HIPAA) attached to this Agreement.

b. Subject to the immediately preceding subsection (a), 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. When all payments due under this Agreement to the time of termination, less those legally withheld, if any, have been paid by City to Contractor, 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 as required pursuant to this Agreement or acquired with funding provided under 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.

p. Section 24 is hereby amended in its entirety to read as follows:

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

a. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public non-profit educational institution, Contractor is subject to statutes requiring disclosure of information and records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.

b. Contractor shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Contractor agrees that all private or confidential information concerning clients receiving the Services set forth in Appendix A under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Contractor violates the terms of this section.

c. Contractor agrees that it has the duty and responsibility to make available to the Contract Administrator or his/her designee, including the Controller, the contents of records pertaining to any City client which are maintained in connection with the performance of the Contractor's duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. If this Agreement is terminated by either party, or expires, the Contractor shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Contractor is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires, such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Contractor does not waive its rights under CA Evidence Code §1157, *et seq.* or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Contractor, its patients, students, faculty, employees, and agents.

e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Contractor under this Agreement shall not be divulged by Contractor to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Department of Public Health Contract Administrator listed in Appendix A.

q. Section 25 is hereby amended in its entirety to read as follows:

**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 Fax: (415) 252-3088  
Department of Public Health  
1380 Howard Street Fourth Floor  
San Francisco, California 94102  
David Folmar email: David.Folmar@sfdph.org

To CONTRACTOR: The Regents of the University of California Fax: (415) 285-2037  
Chair, Clinical Practice Group  
SFGH Dean's Office, Room 2A21  
San Francisco General Hospital  
1001 Portrero Ave  
San Francisco, CA 94110

And: Constance Revore Fax: (415) 597 - 8004  
Division Administrator  
Division of Citywide Case Management Programs  
982 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

Constance.Revore@ucsf.edu

PAYMENTS: Payee: "The Regents of the University of California"  
Mail to:

UCSF CLINIC PRAC GRP SFGH/COMM FOCUS PGM  
PO BOX 7464  
San Francisco, CA 94120-7464

Any notice of default must be sent by registered mail.

r. Section 26 is hereby amended in its entirety to read as follows:

**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 specifically under the direction and control of City and identified in **Appendix A, Appendix B and any attachments to Appendix A and B**, to this Agreement shall become the property of City and will be transmitted to City upon request. City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when City owns the results, and Contractor gives City a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when Contractor owns the results. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

s. Section 27 is hereby amended in its entirety to read as follows:

**27. Works for Hire**

If, in connection with services performed specifically under the direction and control of City and identified on **Appendix A** to this Agreement, Contractor and/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 City (collectively, "Works"). City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Works for scholarly or academic purposes. Except as provided herein, Contractor may not sell, or otherwise transfer its license to any commercial third party for any reason whatsoever. In all other instances, Contractor shall retain ownership and shall give City a non-exclusive, royalty-free, worldwide license to use such items for scholarly or academic purposes.

t. Section 29 is hereby amended in its entirety to read as follows:

**29. Subcontracting**

a. Services rendered by the Contractor pursuant to this Agreement may be carried out under subcontracts. All such subcontracts shall be in writing and shall abide by such federal, state and local laws and regulations as pertain to this Agreement. No subcontract shall terminate the legal responsibilities of the Contractor to the City to ensure that all activities under this Agreement shall be carried out.



b. Contractor may utilize consultants to assist in a variety of functions. All agreements with consultants must be in writing, stating the amount of compensation and the scope of work.

c. 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.

d. Contractor shall provide the City with a list of all subcontractors and consultants retained by Contractor to provide Services under this Agreement either before such retention or as soon as reasonably possible after retention. City shall have the right to exercise its reasonable discretion to reject the retention of any subcontractor or consultant by Contractor. Upon any rejection by City, Contractor shall end rejected subcontractors or consultants provision of Services under this Agreement.

u. Section 30 is hereby amended in its entirety to read as follows:

**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, except as otherwise provided in Paragraph 29, above, unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

v. Section 32 is hereby amended in its entirety to read as follows:

**32. Consideration of Criminal History in Hiring and Employment Decisions** - Deleted in consideration of Contractor's Public Entity status and approved by Office of Contracts Administration (OCA).

w. Section 33 is hereby amended in its entirety to read as follows:

**33. Local Business Enterprise Utilization; Liquidated Damages** - Deleted in consideration of Contractor's Public Entity status.

x. Section 34 is hereby amended in its entirety to read as follows:

**34. Nondiscrimination; Penalties** - Deleted based on Contracts Monitoring Division's (CMD) approval of sole source exception.

y. Section 35 is hereby amended in its entirety to read as follows:

**35. MacBride Principles—Northern Ireland** - Deleted in consideration of Contractor's Public Entity status.

z. Section 39 is hereby amended in its entirety to read as follows:

**39. Compliance with Americans with Disabilities Act** - Deleted in consideration of Contractor's public entity status and the fact that this Agreement serves a substantial public interest, per Administrative Code Chapter 12C.5-1(b).

aa. Section 41 is hereby amended in its entirety to read as follows:

**41. Public Access to Meetings and Records** - Deleted in consideration of Contractor's Public Entity status.

**bb. Section 43 is hereby amended in its entirety to read as follows:**

**43. Requiring Minimum Compensation for Covered Employees - Deleted in consideration of Contractor's Public Entity status.**

**cc. Section 44 is hereby amended in its entirety to read as follows:**

**44. Requiring Health Benefits for Covered Employees - Deleted in consideration of Contractor's Public Entity status.**

**dd. Section 45 is hereby amended in its entirety to read as follows:**

**45. First Source Hiring Program - Deleted in consideration of Contractor's Public Entity status.**

**ee. Section 47 is hereby amended in its entirety to read as follows:**

**47. Preservative-treated Wood Containing Arsenic - Deleted in consideration of the fact that this Agreement is not for the purchase of preservative-treated wood products.**

**ff. Section 48 is hereby amended in its entirety to read as follows:**

**48. Modification of Agreement**

a. 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, except that changes in the scope of service that do not increase the level of total compensation shall be subject to the provisions of the Department of Public Health Policy / Procedure Regarding Contract Budget Changes in effect at commencement of the term of this Agreement, a copy of which has been provided to Contractor. In the event that City desires to amend the Policy/Procedures Regarding Contract Budget Changes, it will provide Contractor with at least thirty (30) days written notice of the proposed changes and provide Contractor with the opportunity to ask questions, raise concerns or recommend alternative revisions. City shall, in good faith, consider Contractor's questions, concerns and recommendations in finalizing any changes to the Policy/Procedure Regarding Budget Changes; however, the final approval of such changes shall be solely in City's discretion.

b. City may from time to time request changes in the scope of the services of this Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be effective only upon execution of a duly authorized amendment to this Agreement. Contractor shall cooperate with the City to submit to the Director of CMD any amendment, modification, supplement, or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent 20%(CMD Contract Modification Form).

**gg. Section 49 is hereby amended in its entirety to read as follows:**

**49. Administrative Remedy for Agreement Interpretation**

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

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

hh. **Section 52 is hereby amended in its entirety to read as follows:**

**52. Entire Agreement**

This Agreement, including all Appendices expressly incorporated herein, sets forth the entire understanding between the parties, and supersedes all other oral or written provisions as it pertains to the subject matter herein. This contract may be modified only as provided in Section 48.

ii. **Section 53 is hereby amended in its entirety to read as follows:**

**53. Compliance with Laws**

The parties shall comply with all applicable laws in the performance of this Agreement.

jj. **Section 54 is hereby amended in its entirety to read as follows:**

**54. Services Provided by Attorneys**

The parties do not intend that any legal services will be provided under this Agreement. Any services to be provided under this Agreement (with funding provided by City) to be performed by a law firm or attorney as set forth in the statement of work 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

kk. **Section 55 is hereby amended in its entirety to read as follows:**

**55. Supervision of Minors**

In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors.

**ll. Section 57 is hereby amended in its entirety to read as follows:**

**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. The provisions of this Section 57 shall not apply to the extent inconsistent with federal, state or local law.

**mm. Section 58 is hereby amended in its entirety to read as follows:**

**58. Reserved**

**nn. Section 60 is hereby amended in its entirety to read as follows:**

**60. Slavery Era Disclosure - Deleted in consideration of Contractor's status as a State of California agency per San Francisco Administrative Code Chapter 12.Y.3(b).**

**oo. Section 61 is hereby amended in its entirety to read as follows:**

**61. Dispute Resolution Procedure - Deleted by agreement of the Parties.**

**pp. Section 62 is hereby amended in its entirety to read as follows:**

**62. Additional Terms**

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

**qq. Section 63 is hereby amended in its entirety to read as follows:**

**63. 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.

**rr. Section 64 is hereby added and reads as follows:**

**64. Protected Health Information**

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

**ss.** Appendices A and A-1a/A-1b dated 07/01/13 (i.e. July 1, 2013) is hereby replaced in its entirety with Appendices A and A-1a/A-1b dated 07/01/14 (i.e. July 1, 2014).

**tt.** Appendices B and B-1a/B-1b dated 07/01/13 (i.e. July 1, 2013) is hereby replaced in its entirety with Appendices B and B-1a/B-1b dated 07/01/14 (i.e. July 1, 2014).

**uu.** Appendix F page A dated 07/01/14 (i.e. July 1, 2014 for Fiscal Year 2014-15 is hereby added.

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

**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.

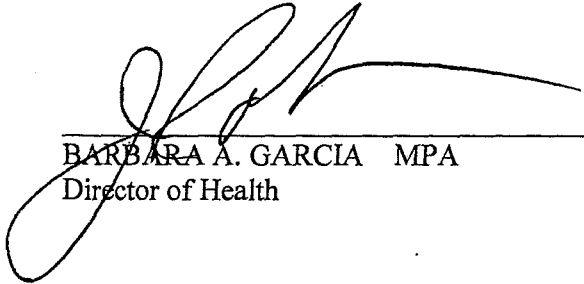
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

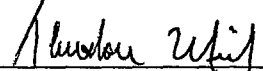
**CITY**

**CONTRACTOR**

Recommended by:

**The Regents of the University of California  
A Constitutional Corporation, on behalf of  
its San Francisco Campus**

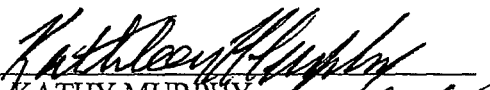
  
\_\_\_\_\_  
BARBARA A. GARCIA MPA  
Director of Health


  
\_\_\_\_\_  
THEODORE MICLAU, MD  
Chair, Clinical Practice Group  
SFGH Dean's Office, Room 2A21  
San Francisco General Hospital  
1001 Portrero Avenue  
San Francisco, CA 94110

Approved as to Form:

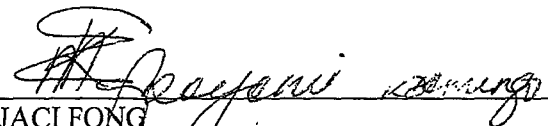
DENNIS J. HERRERA  
City Attorney

By:

  
\_\_\_\_\_  
KATHY MURPHY  
Deputy City Attorney 5/15/15

  
\_\_\_\_\_  
SUE CARLISLE, PhD, MD  
Vice Dean, SFGH  
SFGH Dean's Office, Room 2A21  
San Francisco General Hospital  
1001 Portrero Avenue  
San Francisco, CA 94110

Approved:

  
\_\_\_\_\_  
for JACI FONG  
Director of the Office of Contract  
Administration, and Purchaser

City vendor number: 44467

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

**1. Terms**

**A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to Stephen Banuelos, Contract Administrator for the City, or his / her designee, and City will contact UC Principal Investigator or other appropriate UCSF staff person, Contractor's principal investigator for this Agreement, or his / her designee.

**B. Reports:**

Contractor shall submit written reports as reasonably requested by the City. The format for the content of such reports shall be determined by the City in advance. 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 make reasonable efforts 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 represents 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:**

It is the intent of the parties that only clients who are San Francisco residents shall be treated under the terms of this Agreement, and City shall pay for all services rendered by Contractor in accordance with this Agreement. The parties agree that to the extent that residency has been verified by the City, that verification may be relied upon by Contractor. Exceptions must have the written approval of the Contract Administrator.

**F. Infection Control, Health and Safety:**

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but

not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and 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 correcting known site hazards, the proper use of equipment located at the site, the health and safety of their employees, and for all other persons who work at or visit the job site as per local and/or state regulations.

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

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

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

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

G. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases

(<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

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

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

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

H. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such



documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

I. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

J. 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.

K. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

L. 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.

M. Quality Assurance:

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

- (1) Staff evaluations.
- (2) Personnel policies and procedures.
- (3) Quality Improvement.
- (4) Staff education and training.

N. 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 and will be provided to Contractor upon request.

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**

Detailed description of services are listed below and are attached hereto

2014-15 Appendix A-1a/A-1b UC Citywide SPR

**1. Identifiers:**

Program Name: **UC Citywide SPR**  
 Program Address: 982 Mission St. 2<sup>nd</sup> Floor  
 City, State, ZIP: San Francisco, CA 94103  
 Telephone: 415-597-8065 FAX: 415-597-8004  
 Website Address: <http://www.ucsf.edu/>  
 Contractor Address: 982 Mission St. 2<sup>nd</sup>-floor  
 City, State, ZIP: San Francisco, CA 94103  
 Person Completing this Narrative: David Fariello  
 Telephone: 415-597-8065  
 Email Address: david.fariello@ucsf.edu  
 Program Code(s): 1a) Citywide Focus (89113)  
 1b) Citywide Forensics (89119)

**2. Nature of Document:**

New  Renewal  Amendment One

**3. Goal Statement:**

The UC Citywide SPR (Citywide Focus & Citywide Forensics) will reduce unnecessary institutional care (hospitals, IMD, MRF and/or jail) of high risk, seriously mentally ill transitional aged youth, adults, and older adults.

**4. Target Population:**

UC Citywide SPR proposes the continuation of a capitated full-service integrated outpatient behavioral health center treating 570 transitional age youth, adult, and/or older-adult clients identified by CBHS. We focus on San Francisco adult residents with the highest mental health and social service needs. Over 60% are diagnosed with complicating substance abuse problems, over 65% have been homeless, and many also have criminal justice involvement. Approximately 64% are men, 36% women, 32% white, 35% African-American, 24% Asian, and 9% Latino. We treat consumers in every district of the city, but the largest numbers are in the Tenderloin, South of Market, Bayview and Inner-Mission and Chinatown areas. Many consumers live in SROs, but a significant number (especially Asian and Latino consumers) live with families of origin and others in Residential Care group homes.

**5. Modality(s)/Intervention(s) (See instruction on the use of this table):**

The UC Citywide SPR provides Mode 15 Outpatient Mental Health services. UC Citywide SPR is to be reimbursed on a capitated case basis. See below for details:

Units of Service (UOS) Description	Units of Service	# of Clients	Unduplicated Clients (UDC)
Units of Service # Clients Enrolled (570 Max) x Months (12) = 6840	6840	570	
Total UDC Served 570 Clients x .2 (turnover) = 114 570 + 114 = 684			684

Capitation Rate: \$1,228.71 per client enrolled (570 max) per month

(Formula:  $\$8,404,402 \div 12 \div 570 = 1,228.71$ )

## 6. Methodology:

- Consumers are assertively engaged and followed throughout the system as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in Board & Care are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support-system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.

### A. Outreach, Recruitment, Promotion, and Advertisement.

Referrals for the programs come from hospitals, CBHS outpatient mental health clinics, jails, and CBHS.

### B. Admission, Enrollment and/or Intake Criteria and process where applicable.

Consumers are referred to a central intake staff by phone and fax that screens referrals to make sure they meet Target Population criteria (high user of mental health services). Within 72 hours a case manager conducts a face-to-face interview with the consumer to enroll and begin a treatment alliance and to make sure the consumer's behavior will be safe for staff and consumers. The case manager accompanies the consumer on the day of discharge to his/her residence and first appointments. The program adheres to the guidelines, definitions and services as described in the intensive case management guidelines. The Program accepts consumers authorized by CBHS.

### C. Service Delivery Model and How Each Service is Delivered (e.g. phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc).

Citywide Focus ACT model treatment teams provide comprehensive case management, crisis, family, and individual therapy services. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The programs incorporate the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. Consumers are seeing as often as is clinically indicated, which may be daily for consumers in crisis or bi-weekly for

stable consumers transitioning to a lower level of care. Staff regularly provides "hotel rounds", visiting consumers in the SROs where they reside, providing medication and spending money. Program hours are 8:30 am to 5:00 pm, Monday through Friday and 10:00 am to 1:00 pm on Saturdays. After hours and weekends are covered by on-call staff who provide phone consultation and support top consumers, support members or other agencies.

*D. Exit Criteria and Process (e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning).*

Discharge Criteria: Citywide Focus will continue with comprehensive, wrap-around services as long as clinically needed. When the following criteria are met a step-down transition will be initiated.

1. Treatment engagement sufficient to manage acute symptoms and sustained MORS score of 6 and above coupled with decreased staff intervention levels.
  2. No psychiatric inpatient stays for 18 months
  3. No more than one PES visit in the last year
  4. Stable housing, entitlements, health care
  5. No pending criminal justice charges, and consumer demonstrates 6 months of unassisted management of probation or BHC involvement
  6. Some productive use of time activities; hobbies, clubs. Work, school, etc.
- Consumers will transition to primary care providers, neighborhood clinics, or private health care plans and providers as they engage with the larger community and increase their ability to manage usual health care providers.

*E. Staffing (e.g. which staff will be involved in what aspects of the service development and delivery. Indicate if any staff position is not funded by the grant. Note: For CBHS, Appendix B is sufficient. See Appendix B).*

**7. Objectives and Measurements:**

"All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY14-15."

**8. Continuous Quality Improvement:**

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.

C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.

D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. **Required Language:** Not applicable

**Appendix B  
Calculation of Charges  
Term: 7/1/14-6/30/15**

**1. Method of Payment**

**FFS Option**

A. 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

**2. Program Budgets and Final Invoice**

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

2014-15 Appendix B-1a Citywide Focus, B-1b Citywide Forensics

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$0.00** 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 through June 30, 2011	\$3,304,648
July 1, 2011 through June 30, 2012	\$3,302,046
July 1, 2012 through June 30, 2013	\$7,808,029
July 1, 2013 through June 30, 2014	\$7,758,031
July 1, 2014 through June 30, 2015	\$8,404,402
July 1, 2015 through December 31, 2015	\$1,954,751
July 1, 2010 through December 31, 2015	<b>\$32,531,907</b>

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

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than sixty (60) 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.

**FY 14-15 CBHS BUDGET DOCUMENTS**

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

DHCS Legal Entity Number (MH): 00117		Prepared By/Phone #: Constance Revore (415)597-8047				Fiscal Year: 14/15	
DHCS Legal Entity Name (MH)/Contractor Name (SA): (Regents of) UC San Francisco		Document Date: 7/1/2014				Appendix B, Page 2	
Contract CMS # (CDTA use only): 6982							
Contract Appendix Number:		B-1a	B-1b	B-#	B-#	B-#	B-#
Appendix A/Program Name:		Citywide Focus	Citywide Forensics				
Provider Number:		8911	8911				
Program Code(s):		89113	89119				
FUNDING TERM:		07/01/14-06/30/15	07/01/14-06/30/15	-/-	-/-	-/-	-/-
							<b>TOTAL</b>
<b>FUNDING USES</b>							
Salaries & Employee Benefits:		5,399,365	1,960,307				7,359,672
Operating Expenses:		805,878	238,852				1,044,730
Capital Expenses:							0
Subtotal Direct Expenses:		6,205,243	2,199,159				8,404,402
Indirect Expenses:		0	0				0
Indirect %:		0%	0%				0%
<b>TOTAL FUNDING USES</b>		<b>6,205,243</b>	<b>2,199,159</b>				<b>8,404,402</b>
						Employee Fringe Benefits %:	38%
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>							
MH FED - SDMC Regular FFP (50%)		2,586,614	897,170				3,483,784
MH STATE - MH Realignment (match)		1,787,195	454,205				2,241,400
MH STATE - MH Realignment		-	35,281				35,281
MH COUNTY - General Fund		1,032,015	369,538				1,401,553
MH COUNTY - General Fund (match)		240,435	-				240,435
MH STATE - MHSA (CSS) (match)		558,984	442,965				1,001,949
							-
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>		<b>6,205,243</b>	<b>2,199,159</b>				<b>8,404,402</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>							
							-
							-
							-
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>-</b>	<b>-</b>				<b>-</b>
<b>OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES</b>							
							-
							-
<b>TOTAL OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES</b>		<b>-</b>	<b>-</b>				<b>-</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>6,205,243</b>	<b>2,199,159</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,404,402</b>
<b>NON DPH FUNDING SOURCES</b>							
							-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>6,205,243</b>	<b>2,199,159</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,404,402</b>

6645

FY 14-15 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): (Regents of) UC San Francisco					Appendix/Page #: B-1a, Page 1	
Provider Name: UC Citywide SPR					Document Date: 7/1/2014	
Provider Number: 8911					Fiscal Year: 14/15	
Program Name:	Citywide Focus	Citywide Focus	Citywide Focus	Citywide Focus		
Program Code (formerly Reporting Unit):	89113	89113	89113	89113		
Mode/SFC (MH) or Modality (SA):	15/01-09	15/10-56	15/60-69	15/70-79		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP		
FUNDING TERM:	07/01/2014-06/30/2015	07/01/2014-06/30/2015	07/01/2014-06/30/2015	07/01/2014-06/30/2015	TOTAL	
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	539,937	3,509,587	1,295,847	53,994		5,399,365
Operating Expenses:	80,588	523,821	193,410	8,059		805,878
Capital Expenses (greater than \$5,000):	0	0	0	0		0
Subtotal Direct Expenses:	620,525	4,033,408	1,489,257	62,053		6,205,243
Indirect Expenses:	0	0	0	0		0
<b>TOTAL FUNDING USES:</b>	<b>620,525</b>	<b>4,033,408</b>	<b>1,489,257</b>	<b>62,053</b>		<b>6,205,243</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
MH FED - SDMC Regular FFP (50%)	HMHMCC730515	258,662	1,681,299	620,767	25,866	2,586,614
MH STATE - MH Realignment (match)	HMHMCC730515	178,720	1,161,676	428,927	17,872	1,787,195
MH COUNTY - General Fund	HMHMCC730515	103,201	670,810	247,683	10,321	1,032,015
MH COUNTY - General Fund (match)	HMHMCC730515	24,044	156,283	57,704	2,404	240,435
MH STATE - MHSA (CSS) (match)	PHS63-1505	55,898	363,340	134,156	5,590	558,984
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>		<b>620,525</b>	<b>4,033,408</b>	<b>1,489,257</b>	<b>62,053</b>	<b>6,205,243</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
<b>TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>620,525</b>	<b>4,033,408</b>	<b>1,489,257</b>	<b>62,053</b>	<b>6,205,243</b>
<b>NON-DPH FUNDING SOURCES</b>						
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>620,525</b>	<b>4,033,408</b>	<b>1,489,257</b>	<b>62,053</b>	<b>6,205,243</b>
<b>CBHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):						
DPH Units of Service:	FFS	295,796	1,450,866	303,311	16,330	
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		2.10	2.78	4.91	3.80	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):		2.10	2.78	4.91	3.80	
Published Rate (Medi-Cal Providers Only):		2.70	2.95	5.20	4.30	
Unduplicated Clients (UDC):						480

6646



FY 14-15 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 89113  
 Program Name: Citywide Focus  
 Document Date: 7/1/2014

Appendix/Page #: B-1a, Page 2

Position Title	TOTAL		General Fund HMHMCC730515		MH STATE - MHA (CSS) PH563-1505		Funding Source 2 (Include Funding Source Name and Index)		Funding Source 3 (Include Funding Source Name and Index Code/Project)		Funding Source 4 (Include Funding Source Name and Index Code/Project)	
	Term: 07/01/2014-06/30/2015		Term: 07/01/2014-06/30/2015		Term: 07/01/2014-06/30/2015		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Mark Leary, MD, UCSF, PI	0.05	\$ 10,143	0.05	9,230	0.00	913						
Asst Clinical/Clinical Professor	2.68	\$ 456,959	2.35	415,833	0.23	41,126						
Resident Physician	0.45	\$ 28,951	0.41	26,345	0.04	2,606						
Asso Physician Diplomate	0.50	\$ 94,898	0.46	86,357	0.05	8,541						
Administrative Assistant II/III	3.00	\$ 154,366	2.73	140,473	0.27	13,893						
Department Analyst	1.17	\$ 92,034	1.06	83,751	0.11	8,283						
Division Analyst	2.00	\$ 169,349	1.82	154,109	0.18	15,241						
Department Director of Administration	0.15	\$ 26,576	0.14	24,184	0.01	2,392						
Division Director	1.00	\$ 136,240	0.91	123,978	0.09	12,262						
Community Health Program Manager	1.00	\$ 71,080	0.91	64,693	0.09	6,397						
Community Health Program Representative	1.13	\$ 39,928	1.03	36,334	0.10	3,594						
Supervising Clinical Social Workers	1.00	\$ 104,062	0.91	94,696	0.09	9,366						
Clinical Social Workers II/III - Supervisor	3.29	\$ 293,833	2.99	267,398	0.30	26,445						
Clinical Social Workers III	17.00	\$ 1,246,039	15.47	1,133,895	1.53	112,144						
Social Worker Associate	6.00	\$ 334,352	5.46	304,260	0.54	30,092						
Nurse (LVN, RN, NP)	4.10	\$ 401,375	3.73	365,251	0.37	36,124						
Hospital Assistant	2.10	\$ 101,453	1.91	92,322	0.19	9,131						
Employee Representative, Sr	2.55	\$ 150,817	2.32	137,243	0.23	13,574						
<b>Totals:</b>	<b>49.07</b>	<b>\$3,912,455</b>	<b>44.65</b>	<b>\$3,560,334</b>	<b>4.42</b>	<b>\$352,121</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>

<b>Employee Fringe Benefits:</b>	<b>38%</b>	<b>\$ 1,486,910</b>	<b>38%</b>	<b>\$1,353,088</b>	<b>38%</b>	<b>\$133,822</b>					<b>#DIV/0!</b>
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$5,399,365</b>		<b>\$4,913,422</b>		<b>\$485,943</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>

6647

FY 14-15 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 89113  
 Program Name: Citywide Focus  
 Document Date: 7/1/2014

Appendix/Page #: B-1a, Page 3

Expenditure Category	TOTAL	General Fund HMHMCC730515	MH STATE - MHA (CSS) PHS63-1505	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 07/01/2014-06/30/2015	Term: 07/01/2014-06/30/2015	Term: 07/01/2014-06/30/2015	Term:	Term:	Term:
<b>Occupancy:</b>						
Rent	\$ 429,353	\$ 390,711	\$ 38,642			
Utilities(telephone, cell, pagers)	\$ 80,000	\$ 72,800	\$ 7,200			
Building and Van Repair/Maintenance	\$ 3,000	\$ 2,730	\$ 270			
<b>Materials &amp; Supplies:</b>						
Office Supplies (supplies, postage and mail)	\$ 30,207	\$ 27,488	\$ 2,719			
Photocopying	\$ 2,500	\$ 2,275	\$ 225			
Medical Supplies	\$ 5,000	\$ 4,550	\$ 450			
Computer hardware/software	\$ 10,000	\$ 9,100	\$ 900			
<b>General Operating:</b>						
Training/Staff Development	\$ 2,500	\$ 2,275	\$ 225			
Insurance	\$ -	\$ -				
Professional License	\$ -					
Permits	\$ -					
Equipment Lease & Maintenance	\$ 3,000	\$ 2,730	\$ 270			
<b>Staff Travel:</b>						
Local Travel	\$ 9,000	\$ 8,190	\$ 810			
Out-of-Town Travel	\$ -					
Field Expenses	\$ -					
<b>Consultant/Subcontractor:</b>						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
<b>Other UC Direct Costs:</b>						
Data Network Services	\$ 24,142	\$ 21,970	\$ 2,173			
CCDSS: Computing and Communication Device Support Services	\$ 27,087	\$ 24,649	\$ 2,438			
GAEL: General Automobile and Employee Liability Charges	\$ 30,517	\$ 27,771	\$ 2,747			
UCSF Faculty and Staff Recharge	\$ 49,572	\$ 45,110	\$ 4,461			
<b>Other:</b>						
Vocational Services (Stipends for volunteer work)	\$ 30,000	\$ 27,300	\$ 2,700			
Client Food and Misc Client Expenses (Taxi vouchers for client appts, clothing, food, hygiene products, laundry, cleaning supplies and treats for meeting treatment plan goals)	\$ 70,000	\$ 63,700	\$ 6,300			

6648

TOTAL OPERATING EXPENSE \$605,878 \$733,349 \$72,529 \$0 \$0 \$0

**FY 14-15 CBHS BUDGET DOCUMENTS**

**DPH 5: Capital Expenses Detail**

Program Code: 89113  
 Program Name: Citywide Focus  
 Document Date: 10/10/2014

Appendix/Page #: B-1a, Page 4

**1. Equipment**

Item Description	Quantity	Serial #/VIN #	Funding Source [General Fund, Grant (List Title), or Work Order (List Dept.)]	Purchase Cost Each	Total Cost
					0
					0
					0
					0
					0
					0
					0
					0
					0
<b>Total Equipment Cost</b>					<b>\$0</b>

6649

**2. Remodeling**

Description	Total Cost
<b>Total Remodeling Cost</b>	<b>\$0</b>

**Total Capital Expenditure**  
 (Equipment plus Remodeling Cost)

**\$0**

FY 14-15 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): UC Regents					Appendix/Page #: B-1b, Page 1	
Provider Name: UC Citywide SPR					Document Date: 7/1/2014	
Provider Number: 8911					Fiscal Year: 14/15	
Program Name:	Citywide Forensics	Citywide Forensics	Citywide Forensics	Citywide Forensics		
Program Code (formerly Reporting Unit):	89119	89119	89119	89119		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-56	15/60-69	15/70-79		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP		TOTAL
FUNDING TERM:	07/01/2014-06/30/2015	07/01/2014-06/30/2015	07/01/2014-06/30/2015	07/01/2014-06/30/2015		
<b>FUNDING USES</b>						
Salaries & Employee Benefits:	196,030	1,274,200	470,474	19,603		1,960,307
Operating Expenses:	23,885	155,254	57,324	2,389		238,852
Capital Expenses (greater than \$5,000):	0	0	0	0		0
Subtotal Direct Expenses:	219,915	1,429,454	527,798	21,992		2,199,159
Indirect Expenses:	0	0	0	0		0
<b>TOTAL FUNDING USES:</b>	<b>219,915</b>	<b>1,429,454</b>	<b>527,798</b>	<b>21,992</b>		<b>2,199,159</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
MH FED - SDMC Regular FFP (50%)	HMHMCC730515	89,716	583,161	215,321	8,972	897,170
MH STATE - MH Realignment (match)	HMHMCC730515	45,420	295,233	109,010	4,542	454,205
MH STATE - MH Realignment	HMHMCC730515	3,528	22,933	8,467	353	35,281
MH COUNTY - General Fund	HMHMCC730515	36,954	240,200	88,689	3,695	369,538
MH STATE - MHSA (CSS) (match)	PHS63-1505	44,297	287,927	106,311	4,430	442,965
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>		<b>219,915</b>	<b>1,429,454</b>	<b>527,798</b>	<b>21,992</b>	<b>2,199,159</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
<b>OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>	<b>Index Code/Project Detail/CFDA#:</b>					
<b>TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES</b>						
<b>TOTAL DPH FUNDING SOURCES</b>		<b>219,915</b>	<b>1,429,454</b>	<b>527,798</b>	<b>21,992</b>	<b>2,199,159</b>
<b>NON-DPH FUNDING SOURCES</b>						
<b>TOTAL NON-DPH FUNDING SOURCES</b>			0	0	0	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>219,915</b>	<b>1,429,454</b>	<b>527,798</b>	<b>21,992</b>	<b>2,199,159</b>
<b>CBHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS		
DPH Units of Service:	104,831	514,192	107,495	5,787		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	2.10	2.78	4.91	3.80		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.10	2.78	4.91	3.80		
Published Rate (Medi-Cal Providers Only):	2.70	2.95	5.20	4.30		
Unduplicated Clients (UDC):						204

6650

FY 14-15 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Appendix/Page #: B-1b, Page 2

Program Code: 89119  
 Program Name: Citywide Forensics  
 Document Date: 7/1/2014

6651

Position Title	TOTAL		General Fund HMHMCC730515		MH STATE - MHA (CSS) PHS63-1505		Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
	Term: 07/01/2014-06/30/2015		Term: 07/01/2014-06/30/2015		Term: 07/01/2014-06/30/2015		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Asst Clinical/Clinical Professor	1.30	\$ 240,920	1.04	192,736	0.26	48,184						
Asso Physician Diplomate	0.50	\$ 93,213	0.40	74,570	0.10	18,643						
Supervising Clinical Social Workers	1.00	\$ 100,487	0.80	80,390	0.20	20,097						
Clinical Social Workers II/III - Supervisor	1.95	\$ 164,034	1.56	131,227	0.39	32,807						
Clinical Social Workers I/II	9.52	\$ 668,379	7.62	534,703	1.90	133,676						
Nurse (LVN, RN, NP)	1.00	\$ 82,267	0.80	65,814	0.20	16,453						
Community Health Program Rep	0.57	\$ 20,078	0.46	16,062	0.11	4,016						
Occupational Therapist II	0.30	\$ 28,096	0.24	22,477	0.06	5,619						
Social Worker Associate	0.15	\$ 8,891	0.12	7,113	0.03	1,778						
Community Health Program Manager	0.20	\$ 14,147	0.16	11,318	0.04	2,829						
<b>Totals:</b>	<b>16.49</b>	<b>\$ 1,420,512</b>	<b>13.19</b>	<b>\$1,136,410</b>	<b>3.30</b>	<b>\$284,102</b>						

Employee Fringe Benefits:	38%	\$ 539,795	38%	\$431,836	38%	\$107,959						
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TOTAL SALARIES & BENEFITS

\$1,960,307

\$1,568,246

\$392,061

\$0

\$0

\$0

FY 14-15 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 89119  
 Program Name: Citywide Forensics  
 Document Date: 7/1/2014

Appendix/Page #: B-1b, Page 3

Expenditure Category	TOTAL	General Fund HMMCC730515	MH STATE - MHSA (CSS) PHS63-1505	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 07/01/2014-06/30/2015	Term: 07/01/2014-06/30/2015	Term: 07/01/2014-06/30/2015	Term:	Term:	Term:
<b>Occupancy:</b>						
Rent	\$ 160,456	\$ 128,365	\$ 32,091			
Utilities(telephone, cell, pagers)	\$					
Building Repair/Maintenance						
<b>Materials &amp; Supplies:</b>						
Office Supplies	\$ 6,185	\$ 4,948	\$ 1,237			
Photocopying						
Postage and Mail						
Medical Supplies						
Computer hardware/software	\$ 5,000	\$ 4,000	\$ 1,000			
<b>General Operating:</b>						
Training/Staff Development	\$ 1,000	\$ 800	\$ 200			
Insurance						
Professional License						
Permits						
Equipment Lease & Maintenance						
<b>Staff Travel:</b>						
Local Travel	\$ 1,000	\$ 800	\$ 200			
Out-of-Town Travel						
Field Expenses						
<b>Consultant/Subcontractor:</b>						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)						
<b>Other UC Direct Costs:</b>						
Data Network Recharge	\$ 8,113	\$ 6,490	\$ 1,623			
CCDSS: Computing and Communication Device Support Services	\$ 9,102	\$ 7,282	\$ 1,820			
GAEL: General Automobile and Employee Liability Charges	\$ 11,080	\$ 8,864	\$ 2,216			
UCSF Faculty and Staff Recharge	\$ 16,915	\$ 13,532	\$ 3,383			
<b>Other:</b>						
Client Food and Misc Client Expenses (Taxi vouchers for client appts, clothing, food, hygiene products, laundry, cleaning supplies and treats for meeting treatment plan goals)	\$ 20,000	\$ 16,000	\$ 4,000			
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 238,852</b>	<b>\$191,081</b>	<b>\$47,770</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

6652

**FY 14-15 CBHS BUDGET DOCUMENTS**

**DPH 5: Capital Expenses Detail**

Program Code: 89119  
 Program Name: Citywide Forensics  
 Document Date: 10/10/14

Appendix/Page #: B-1b, Page 4

**1. Equipment**

Item Description	Quantity	Serial #/VIN #	Funding Source [General Fund, Grant (List Title), or Work Order (List Dept.)]	Purchase Cost Each	Total Cost
					0
					0
					0
					0
					0
					0
					0
					0
					0
<b>Total Equipment Cost</b>					<u>\$0</u>

**2. Remodeling**

Description	Total Cost
<b>Total Remodeling Cost</b>	<u>\$0</u>

**Total Capital Expenditure**  
 (Equipment plus Remodeling Cost)

\$0

6653

2

**Appendix E**  
**Omitted by Agreement of the Parties**



**Appendix F  
Invoice**

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

Appendix F  
PAGE A

Control Number

\_\_\_\_\_

**Contractor:** UC SFGH - Clinical Practice Group (SPR) - CMS# 6982  
**Address:** 1001 Potrero Avenue, Room 2M17, San Francisco, CA 94110  
**Tel No.:** (415) 206-8431  
**Fax No.**

**CBHS**

**INVOICE NUMBER:** M01 JL 3  
**Ct. Blanket No.:** BPHM  
**Ct. PO No.:** POHM  
**Fund Source:** GF, MHSA-Prop63-PMHS63-1405  
**Invoice Period:** July 2013  
**Final Invoice:** \_\_\_\_\_ (Check if Yes)  
**ACE Control Number:** \_\_\_\_\_

**Funding Term:** 07/01/2013 - 06/30/2014

**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-1 Citywide SPR PC# - 89113/ 89119												
Number of Clients Per Month (544 Clients / month - max)	6,528				\$ 1,188.42	\$ -	0.000		0.00%		6,528,000	
<b>TOTAL</b>	6,528		0.000				0.000		0.00%		6,528,000	

Budget Amount	Expenses To Date	% of Budget	Remaining Budget
\$ 7,758,031.00	\$ -	0.00%	\$ 7,758,031.00

<b>SUBTOTAL AMOUNT DUE</b>	\$ -	NOTES: GF, FFP Realignment (HMMCC730515) - \$7,056,474 MHSA-Prop63-PMHS63-1405 - \$701,557.00
Less: Initial Payment Recovery		
(For DPH Use) Other Adjustments		
<b>NET REIMBURSEMENT</b>	\$ -	

Funding Source (Index Code)	Encumbered	Current Month	Year-to-Date
GF, FFP Realignment (HMMCC730515)	7,056,474.00	-	-
MHSA-Prop63-PMHS63-1405	701,557.00	-	-
<b>TOTAL FUNDING</b>	7,758,031.00	-	-

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:**  
 Community Program Budget/ Invoice Analyst  
 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 - 1

Control Number

\_\_\_\_\_

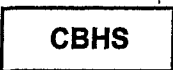
Contractor: UC SFGH - Clinical Practice Group (SPR) - CMS# 6982

Address: 1001 Potrero Avenue, Room 2M17, San Francisco, CA 94110

Tel No.: (415) 206-8431  
 Fax No. \_\_\_\_\_

Funding Term: 07/01/2014 - 06/30/2015

PHP Division: Community Behavioral Health Services



INVOICE NUMBER:	M01 JL 14
Cl. Blanket No.: BPHM	TBD
Cl. PO No.: POHM	TBD User Cd
Fund Source:	GF, MHSA-Prop63-PMHS63-1505
Invoice Period :	July 2014
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

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-1 UC Citywide SPR PC# - 89113/89119												
Number of Clients Per Month (570 Clients / month - max)	6,840				\$ 1,228.71	\$ -	0.000		0.00%		6,840.000	
<b>TOTAL</b>	6,840		0.000				0.000		0.00%		6,840.000	
<b>Budget Amount</b>					\$ 8,404,402.00		<b>Expenses To Date</b>		<b>% of Budget</b>		<b>Remaining Budget</b>	
							\$ -		0.00%		\$ 8,404,402.00	

8,404,376.41

SUBTOTAL AMOUNT DUE \$ - Less: Initial Payment Recovery (For DPH Use) Other Adjustments NET REIMBURSEMENT \$ -			NOTES: GF, FFP Realignment (HMHMCCT30515) - \$7,058,474 MHSA-Prop63-PMHS63-1405 - \$701,857.00
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Funding Source (Index Code)	Encumbered	Current Month	Year-to-Date
GF, FFP Realignment (HMHMCCT30515)	7,402,453.00	-	-
MHSA-Prop63-PMHS63-1505	1,001,949.00	-	-
<b>TOTAL FUNDING</b>	8,404,402.00	-	-

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

DPH Authorization for Payment

\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Date

## UNIVERSITY OF CALIFORNIA

### PROOF OF SELF-INSURANCE COVERAGE

The Regents of the University of California are often requested by outside parties to provide evidence of the University's self-insurance coverage in conjunction with agreements and contracts negotiated by its employees on UC campuses and medical centers. Examples of situations where the University may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The University of California self-funds its liability exposures, so does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested. The self-insurance limits accepted in each specific written agreement or contract shall be the limits that apply should a loss arise, regardless of the limits provided in the on-line Certificate of Self-Insurance Coverage document.

The UC COC Site is solely for the use and benefit of the vendors and organizations which contract with the University of California and not for resale or other transfer to or use by or for the benefit of any other person or entity. You may print copies for use within your organization, provided that you do not modify the COC in any way, nor distribute any copies outside your organization. You may not use any of the University of California's names or marks in any manner that creates the impression such names or marks belong to or are associated with you or imply any endorsement by the University of California, and you acknowledge that you have no ownership rights in and to any of these names or marks. You will not use the Site, the information contained therein or any of the University's names or marks in unsolicited mailings or spam material. You may not link directly to the COC ("deep link") or bring up or present the COC or other content of this site within another web site ("frame").

Official Correspondence must be sent via postal mail to:

Chief Risk Officer  
Office of Risk Services  
Office of the President  
University of California  
1111 Franklin St., 10<sup>th</sup> Floor  
Oakland, CA 94607-5200  
510-987-9832  
riskmgt@ucop.edu

Please contact the local Risk Manager at the specific University of California location where you are contracting if you have insurance coverage questions:

- Campus Risk Managers Directory
- Hospital Risk Managers Directory

# CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 13, 2014

**PRODUCER/INSURED**

The Regents of the University of California  
Office of the President  
Office of Risk Services  
1111 Franklin St., 10<sup>th</sup> Floor  
Oakland, CA 94607-5200  
510-987-9832

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or alter the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

**ENTITIES AFFORDING COVERAGE**

PARTICIPATION  
COMPANY LETTER A The Regents of the University of California 100 %

**COVERAGES**

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	<b>GENERAL LIABILITY</b>	Self-Insured	July 1, 2014	June 30, 2015	GENERAL AGGREGATE \$ Not applicable
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PRODUCTS-COMP/DP AGG \$ 2,500,000 PERSONAL & ADV INJURY \$ 2,500,000 CONTRACTUAL LIABILITY \$ 2,500,000 EACH OCCURRENCE \$ 2,500,000 \$
A	<b>AUTOMOBILE LIABILITY</b>	Self-Insured	July 1, 2014	June 30, 2015	COMBINED SINGLE LIMIT \$ Not applicable
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON) \$ 2,500,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT) \$ 2,500,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$ 2,500,000
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input type="checkbox"/> GARAGE LIABILITY					
A	<b>PROPERTY</b>	Self-Insured	July 1, 2014	June 30, 2015	EACH OCCURRENCE \$ 7,500,000
	<input checked="" type="checkbox"/> FIRE & EXTENDED PERILS				AGGREGATE \$ Not applicable
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	Self-Insured	July 1, 2014	June 30, 2015	STATUTORY LIMITS EACH ACCIDENT \$ As required by California Law DISEASE - POLICY LIMIT \$ As required by California Law DISEASE - EACH EMPLOYEE \$ As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**ADDITIONAL COVERED PARTY- AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY**

**LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE**

**CERTIFICATE HOLDER**

APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

**CANCELLATION**

SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By:

Cheryl Anne Lloyd

CHERYL A. LLOYD, CHIEF RISK OFFICER

**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  
Regents of the University of California, San Francisco**

This Agreement is made this 1st day of October, 2010, in the City and County of San Francisco, State of California, by and between: **Regents of the University of California San Francisco, 94143**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Department of Public Health, Community Programs, ("Department") wishes to secure citywide case management and reduce unnecessary institutional care; and,

WHEREAS, a Request for Proposal ("RFP") was issued on July 31, 2009 and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4151-09/10, dated June 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 07/01/2010 to 12/31/2015.

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

- Option 1: 07/01/2011 - 06/30/2012.
- Option 2: 07/01/2012 - 06/30/2013.
- Option 3: 07/01/2013 - 06/30/2014.
- Option 4: 07/01/2014 - 06/30/2015.
- Option 5: 07/01/2015 - 12/31/2015.

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

4. **Services Contractor Agrees 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 Public Health Department**, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty Six Million, Six Hundred Forty Four Thousand, and Three Hundred and Thirty One DOLLARS (\$36,644,331)**. 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**

a. 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.

b. 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.

c. 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.

d. 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. **Left blank by agreement of the parties. (Disallowance)**

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 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.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide the following:

(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 (30) days' advance written notice to 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 or 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.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

## 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**

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

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

- |   |                                       |
|---|---------------------------------------|
| 8. Submitting false claims                          | 37. Drug-free workplace policy,       |
| 10. Taxes   | 53. Compliance with laws              |
| 15. Insurance                                       | 55. Supervision of minors             |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment                                      | 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 City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

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

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

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

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has

not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

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

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

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

- |   |   |
|---|---|
| 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. Construction  |
| 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 subsection 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: Department of Public Health  
AIDS Office Contracts Unit  
25 Van Ness Avenue, Suite 500  
San Francisco, California 94102

FAX: (415) 431-1100  
e-mail: Kelly.Jackson@sfdph.org

and: David Fariello  
Contract Administrator  
San Francisco General Hospital  
1001 Portrero Ave. Room 2M17  
San Francisco, Ca 94110

Email: David.Fariello@ucsf.edu

To Contractor: **Regents of the University of California**  
For Notices: **3333 California St.**  
**San Francisco, CA 94143**

FAX: (415)594-3995  
e-mail: cgccsfteam @ucsf.edu

For Payments: Same as For Notices

Any notice of default must be sent by registered mail.

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

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

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

a. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain



such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

b. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

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

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

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

**32. Earned Income Credit (EIC) Forms.** Administrative Code section 120 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 120 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 LBE 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 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 inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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

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

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

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

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

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

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a

breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

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

**44. Requiring Health Benefits for Covered Employees.** Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.a of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

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

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

#### 45. First Source Hiring Program

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be

bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

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

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

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

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

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

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by



each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

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

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

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

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

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

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

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

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

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

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

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

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

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of 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 properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. 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.** 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 P-500 (5-10).

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 parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Regents of the University of California

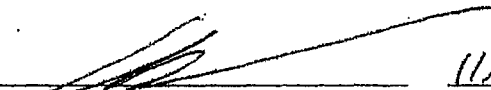
  
\_\_\_\_\_  
MITCHELL H. KATZ, M.D. / Date  
Director of Health


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

Approved as to Form:

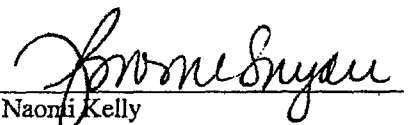
Dennis J. Herrera  
City Attorney

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

By:   
\_\_\_\_\_  
Aleeta Van Runkle / 11.10.10  
Deputy City Attorney / Date

  
\_\_\_\_\_  
John Radkowski / 10-29-10  
Manager Contracts and Grants / Date  
3333 California St. Suite 315  
San Francisco, CA 94143

Approved:

  
\_\_\_\_\_  
Naomi Kelly / 1/12/11  
Director Office of Contract / Date  
Administration and Purchaser

City vendor number: 44467

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Reserved
- D: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution

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

**1. Terms**

**A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to **Barbara Garcia**, Contract Administrator for the City, or his / her designee.

**B. Reports:**

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

**C. Evaluation:**

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

**D. Possession of Licenses/Permits:**

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

**E. Adequate Resources:**

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

**F. 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. 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.

I. 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."

J. 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.

K. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

L. Under-Utilization Reports:

**Contractor: UCSF - Department of Psychiatry**  
**Program: Citywide Case Management/ Citywide Forensics**

**Appendix A-1**  
**Contract Term (MM/DD/YY)**  
**07/01/10 through 06/30/11**

**City Fiscal Year (CBHS only): 10-11**

**Funding Source (AIDS Office & CHPP only):**

**1. Program Name: Citywide Case Management/ Citywide Forensics**  
**Program Address: 982 Mission Street, 2<sup>nd</sup> Floor**  
**San Francisco, CA 94103**  
**Telephone: (415) 597-8065**  
**Facsimile: (415) 597-8004**

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

**New**     **Renewal**     **Modification**

**3. Goal Statement**

Citywide Case Management/Forensics will reduce unnecessary institutional care (hospitals, IMD, MRF and/or jail) of high risk, seriously mentally ill transitional aged youth, adults, and older adults.

**4. Target Population**

Citywide Case Management is a full-service integrated outpatient behavioral health center treating 434 transitional age youth, adult, and/or older-adult consumers identified by CBHS. We will focus on San Francisco adult residents with the highest mental health and social service needs. Over 75% will be diagnosed with complicating substance abuse problems, over 65% have been homeless, and many will also have criminal justice involvement. Approximately 64% will be men, 36% women, 32% will be white, 35% African-American, 24% Asian, and 9% Latino. It serves consumers in every district of the city, but the largest numbers are in the Tenderloin, South of Market, Bayview and Inner-Mission and Chinatown areas. Many consumers live in SROs, but a significant number (especially Asian and Latino consumers) live with families of origin and others in Residential Care group homes.

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

See CRDC.

In FY10-11, the RU's in current use ( 89113/89119/8911A3) will be reduced to Citywide Case Management (89113) & Citywide Forensics (89119)

**6. Methodology**

- Consumers are assertively engaged and followed throughout the system, as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in Board & Care are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers (referred to, in RFP 23-2009 as a Personal Service Coordinator-PSC) accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.

A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

Contractor: UCSF – Department of Psychiatry  
Program: Citywide Case Management/ Citywide Forensics  
City Fiscal Year (CBHS only): 10-11

Appendix A-1  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

Funding Source (AIDS Office & CHPP only):

Referrals for the programs come from hospitals, jails, Sheriff's Department, Behavioral Health Court, and CBHS.

B. Describe your program's admission, enrollment and/or intake criteria and process where applicable.

Consumers are referred to a central intake staff by phone and fax that screens referrals to make sure they meet Target Population criteria. Within 72 hours a case manager will conduct a face-to-face interview with the consumer to begin a treatment alliance and to make sure the consumer's behavior will be safe for staff and consumers. The case manager will accompany the consumer on the day of discharge to his/her residence and first appointments. Program will adhere to the guidelines, definitions and services as described in the intensive case management guidelines. The Program will only accept consumers authorized by CBHS.

C. Describe your program's service delivery model and how each service is delivered, e.g. phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, etc.

Citywide Case Management Master's level clinicians provide comprehensive case management, crisis, family, and individual therapy services. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The programs incorporate the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. Consumers are seeing as often as is clinically indicated, which may be daily for consumers in crisis or bi-weekly for stable consumers transitioning to a lower level of care. Program hours are 8:30 am to 5:00 pm, Monday through Friday and 10:00 am to 1:00 pm on Saturdays. After hours and weekends are covered by on-call staff who provide phone consultation and support top consumers, support members or other agencies.

D. **Discharge Criteria:** All three Division programs (CWCM/Forensics/SPR) will continue with comprehensive, wrap-around services as long as clinically needed. When the following criteria are met a step-down transition will be initiated.

1. Treatment engagement sufficient to manage acute symptoms and sustained MORS score of 6 and above coupled with decreased staff intervention levels.
2. No psychiatric inpatient stays for 18 months
3. No more than one PES visit in the last year
4. Stable housing, entitlements, health care
5. No pending criminal justice charges, and consumer demonstrates 6 months of unassisted management of probation or BHC involvement
6. Some productive use of time activities; hobbies, clubs. Work, school, etc.

Many Division high-risk consumers will not need intensive services, but be unable to negotiate usual outpatient clinic structure. These consumers will be transitioned to our step-down program in which they continue to receive medications, group therapy and case management at a much reduced level [see section 3 above]. Additionally consumers will transition to primary care providers, neighborhood clinics, or private health care plans and providers as they engage with the larger community and increase their ability to manage usual health care providers.

E. Describe your program's staffing:

See Exhibit B

## 7. Objectives and Measurements

Note: Some sections have other specific requirements for objectives. See section instructions for additional information.

### OUTCOME 1: IMPROVE CLIENT SYMPTOMS

#### Objective A.1: Reduce Psychiatric Symptoms

**A.1a. Applicable to:** Providers of Behavioral Health Services who provide non-24 hour Mental Health Treatment Services to Children, Youth, Families, Adults and Older Adults except supported housing programs

**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.

Data Source:

CBHS Billing Information System - CBHS will compute.

**A.1.e. Applicable to:** Providers of Behavioral Health Services who provide mental health treatment services to children, youth, families, adults and older adults except 24 hour programs

**A.1.e.** 75% of clients who have been served for two months or more will have met or partially met 50% of their treatment objectives at discharge.

**Note: if data available in AVATAR**

Client Inclusion Criteria:

Clients discharged between July 1, 2010 and June 30, 2011 who have been served continuously for 2 months or more.

Data Source:

Avatar - Reason for Discharge Field

Program Review Measurement:

Objective will be evaluated based on a 12-month period from July 1, 2010 to June 30, 2011.

**A.1k. Applicable to:** *Intensive Care Management (ICM) Providers of Adult and Older Adult Behavioral Health Services*

**A.1.k.** Intensive Case Management providers will require that clinicians evaluate level of functioning for ALL CLIENTS by completing the Milestones of Recovery Scale (MORS). New clients will complete the MORS at intake, every month thereafter; and at discharge. Continuing clients will complete the MORS within 90 days of the new contract year, and every month thereafter, and at discharge. Providers must submit 75% of required MORS forms for all clients to pass this objective.

**A.1.l.** Providers will ensure that all clinicians who provide mental health services are certified in the use of the Adult Needs and Strengths Assessment (ANSA). New employees will have completed the ANSA training within 30 days of hire.

Contractor: UCSF – Department of Psychiatry  
Program: Citywide Case Management/ Citywide Forensics  
City Fiscal Year (CBHS only): 10-11

Appendix A-1  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11  
Funding Source (AIDS Office & CHPP only):

A.1.m. Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial MRD/ANSA assessment and treatment plans completed in the online record within 30 days of episode opening. For the purpose of this program performance objective, an 85% completion rate will be considered a passing score.

Program Review Measurement:

This objective will be evaluated based on data submitted between July 1, 2010 to June 30, 2011.

Objective A.3: Increase Stable Living Environment

A.3.a. Applicable to: *Providers of Behavioral Health Services for Children, Youth, Families, Adult or Older Adult Mental Health Programs, except 24-hour programs*

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.

Data Source:

Avatar - Living Situation Codes

Program Review Measurement:

Objective will be evaluated based on a 12-month period from July 1, 2009 to June 30, 2010.

B. OTHER MEASURABLE OBJECTIVES/PROCESS OBJECTIVES

Objective 1: Access to Services

B.1.a. Applicable to: *All Providers of Behavioral Health Services who provide non-24 hour Mental Health Treatment Services to Adult and Older Adults Health Programs, except 24-hour programs*

B.1.a. 75% of uninsured active clients, with a DSM-IV diagnosis code that likely indicates disability, who are open in the program as of July 1, 2010, will have SSI linked Medi-Cal applications submitted by June 30, 2011.

Programs are also strongly encouraged to refer eligible clients to Healthy San Francisco.

Client Inclusion Criteria:

Uninsured active clients (seen by the program at least once between April 1, 2010 and June 30, 2011) with a DSM-IV diagnosis code that likely indicates disability (list of DSM-IV diagnosis codes will be provided by CBHS) and open in the program as of July 1, 2010., will be included in the calculation.

Data Source:

Program Director will show proof of SSI applications submitted for/by clients (such as copies of applications, or proof of online application submission). Provider shall email DPH SSI Program Coordinator a list containing names and Social Security numbers of clients who applied for SSI through the Agency's assistance at luciana.garcia@sfdph.org.

Program Director shall keep in files proof of SSI applications submitted for/by clients (such as copies of applications or proof of online application submission).

B.2.a. During Fiscal Year 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission for substance abuse treatment and CYF mental health treatment providers, and 60 days of

Contractor: UCSF – Department of Psychiatry  
Program: Citywide Case Management/ Citywide Forensics  
City Fiscal Year (CBHS only): 10-11

Appendix A-1  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

Funding Source (AIDS Office & CHPP only):

admission for adult mental health treatment providers as measured by BIS indicating clients engaged in the treatment process.

Program Review Measurement:

Objective will be evaluated based on the first 12-month period from July 1, 2010 to June 30, 2011. Program Director shall send their lists to SSI Program Coordinator by June 30, 2011.

**C CONTINUOUS QUALITY IMPROVEMENT, PROGRAM PRODUCTIVITY AND SERVICE ACCESS**

**Objective C.1: Access to Services**

**C.1.a. Applicable to: All Adult and Older Adult & CYF Behavioral Health Intensive Case Management Programs including SPR's**

C.1.a. The program will have at least 20% new client episode openings for Fiscal Year 2010-11. The number of targeted new client episode openings during FY 2010-11 will be individually negotiated with the Program Manager for each specific Intensive Case Management Program based on historical rate of episode openings and baseline profile of psychiatric stability of caseload.)

Client Inclusion Criteria:

All new unique client episode openings into the ICM program during FY 2010-11.

Data Source:

CBHS Billing Information System - CBHS will compute.

**Objective C.2: Client Outcomes Data Collection**

C.2.a For clients on atypical antipsychotics, at least 50% will have metabolic monitoring as per American Diabetes Association – American Psychiatric Association Guidelines for the Use of Atypical Antipsychotics in Adults, documented in CBHS Avatar Health Monitoring, or for clinics without access to Avatar, documentation in the Antipsychotic Metabolic Monitoring Form or equivalent.

Client Inclusion Criteria:

Adult and Older Adult clients on any atypical antipsychotic medication (aripiprazole, clozapine, olanzapine, quetiapine, risperidone, ziprasidone) prescribed by Provider any time during July 1, 2010 to June 30, 2011.

Data Source:

Program Self Report and/or Client medical record audit/MUIC Metabolic Monitoring Subcommittee

Program Review Measurement

Objective will be evaluated based on a 12 month period from July 1, 2010 to June 30, 2011. To meet objective, Metabolic Monitoring Form should show at minimum annual monitoring of weight, blood pressure, and fasting glucose (or Hemoglobin A1.C). Upon request, Provider to submit copies of Metabolic Monitoring Forms for randomly selected clients.

**Objective F.1: Health Disparity in African Americans**

To improve the health, well-being and quality of life of African Americans living in San Francisco CBHS will initiate efforts to identify and treat the health issues facing African American residents of San Francisco. The efforts will take two approaches:

**Contractor: UCSF – Department of Psychiatry**  
**Program: Citywide Case Management/ Citywide Forensics**  
**City Fiscal Year (CBHS only): 10-11**

**Appendix A-1**  
**Contract Term (MM/DD/YY)**  
**07/01/10 through 06/30/11**

**Funding Source (AIDS Office & CHPP only):**

- 1) Immediate identification of possible health problems for all current African American clients and new clients as they enter the system of care;
- 2) Enhance welcoming and engagement of African American clients.

Interventions to address health issues:

**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 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 client's 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.*

**8. Continuous Quality Improvement**

**Contractor:** UCSF – Department of Psychiatry  
**Program:** Citywide Case Management/ Citywide Forensics  
**City Fiscal Year (CBHS only):** 10-11

**Appendix A-1**  
**Contract Term (MM/DD/YY)**  
07/01/10 through 06/30/11

**Funding Source (AIDS Office & CHPP only):**

Citywide is compliant with Federal, State and County regulations and policies. Specifically, we maintain HIPPA standards of notification and confidentiality, Medi-Cal and Medicare charting standards, as well as CBHS standards of care and documentation. Twice a year all clients are encouraged to participate in completing Satisfaction questionnaires and are shown how to use the CBHS Grievance Procedure when dissatisfied with services.

The Program Director chairs a weekly PURQC committee, which reviews all program and Emergency Department High User charts for appropriate utilization of services and supporting documentation. Feedback from the weekly reviews is given to individual clinicians, clinical supervisors, the program's Leadership Team and to staff as a whole through memo, policies updates and regularly scheduled staff meetings. Program design is modified to respond to issues that arise through the PURQC process, for example: the need to inform clients at the beginning of their treatment that Citywide treatment is time limited.

Citywide is actively pursuing the implementation of a Wellness and Recovery model of services. Patient representatives participate on Division committees. Twice a month Community Meeting involving consumers and staff are held to discuss topics and concerns affecting all Department of Psychiatry programs. Patients function in stipend positions: running the site café, the weekly free food and clothing distribution, a janitorial service, clerical services, and other site activities. Currently two consumers fill paid staff position. A yearly staff in-service and discussion focuses on recovery and wellness.

Program services must be culturally informed and delivered by competent staff if they are to be effective. Toward this end, the 982 Mission site has an ongoing Cultural Competence Committee which: advises the Site Director and Program Directors about policy and programming support for increasing cultural resources and programming, organizes periodic mandatory cultural competency training for all site staff, assists in the recruitment and hiring of culturally and linguistically diverse staff, and helps organize on-site cultural events for clients and staff. The committee is also in charge of conducting an annual review of staff language/cultural resources as well as programming strengths and limitations and writing the CBHS Cultural Competency Plan. The Program delivers services in the preferred language of the consumer or make provisions for the use of trained interpreters when needed (including sign language).

Over 60% of the people Citywide serves also suffer from serious or severe substance abuse, but seldom are able or willing to link to substance abuse services. Therefore programs provide concurrent substance abuse treatment using a Harm Reduction approach. Our site at 982 Mission Street has over 110 staff, interns and residents from San Francisco General Hospital, Department of Psychiatry programs. Many bring substance abuse work experience, training, and/or personal recovery work to the job. Additionally:

- All clinical staff are trained through in-service and supervision to assess substance abuse disorders and to integrate harm reduction strategies.
- There are four hours each week of groups focusing on dual diagnosis issues; specifically harm reduction and early recovery topics.
- We have on-site, quick UA testing which helps the physicians in assessing patient's symptoms and diagnosis as well as helping case managers who are helping educate patients on the effects of substance use.
- If patients are able to link with 12 step programs, substance abuse outpatient or residential programs, Citywide/Community Focus provides close communication and treatment coordination. No services are dependent on patient attaining or maintaining abstinence.



**Contractor: UCSF - Department of Psychiatry**

**Program: Citywide Linkage Team**

**City Fiscal Year (CBHS only): 10-11**

**Appendix A-2**

**Contract Term (MM/DD/YY)**

**07/01/10 through 06/30/11**

**Funding Source (AIDS Office & CHPP only):**

**1. Program Name: Citywide Linkage Team (CLT)**

**Program Address: 982 Mission Street**

**City, State, Zip Code: San Francisco, CA 94103**

**Telephone: (415) 597-8065**

**Facsimile: (415) 597-8004**

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

**New**       **Renewal**       **Modification**

**3. Goal Statement**

The program will help consumers recover emotional stability and functioning outside of institutional care, while linking to primary care, entitlements, housing, legal advocacy, payee services, and other resources to craft a stable support system. Finally, consumers will be transitioned to ongoing mental health and/or substance abuse services within 60 to 90 days.

**4. Target Population**

CLT will treat San Francisco transitional-aged youth, adult, and older adult residents who, facing discharge from Inpatient Units or PES, are identified as being at risk of failure to link with necessary support services in the community. Consumers will be about 56% male, 43% female, 40% white, 25% African American, 19% Asian, and 16% Latino. 90% are homeless and 80% are trauma survivors.

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

See CRDC

**6. Methodology**

Engagement and assessment of referrals from the inpatient units usually occurs on the day of the referral. Each CLT consumer's Plan of Care is based on his/her stated goal, with the consumer dictating the goal CLT's services will help him/her achieve. CLT staff are imaginative and persistent in their determination to tailor services to meet consumer's immediate goals and most basic needs, using the Stages of Change model to tailor interventions appropriate for "where the client is at." With the consumer's expressed consent, his/her natural supports are also engaged in support of the consumer's recovery process: friends, loved ones, hotel managers, store clerks, payee services, etc. These natural supports serve as a way to re-link with consumers, who have fallen out of treatment, or to reinforce and support the relationship with the case manager.

The Citywide Linkage Team provides a full range of services to its enrolled consumers:

- Assessment and diagnosis with a focus on the development of a specific, measurable, time-limited, client-centered treatment plan.
- Psychoeducation with consumers and family members about diagnoses, symptoms, medications, stress reduction, and treatment options.
- Crisis intervention for consumers and family members, in the community they live. PSCs use natural and agency resources to shore up a consumer's support system, and also provide on-site consultation with PES and hospital staff. On-call access to our clinical staff is available 24 hours/7 days a week to all consumers, family members and collaborating programs.
- Short-term, solution-focused therapy including CBT, DBT, Harm Reduction/Relapse Prevention, Motivational Interviewing, and supportive counseling.

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

- Medication assessment, prescription, and monitoring.
- Assistance with finding appropriate long-term housing options.
- Placement of the client in residential treatment programs or short-term housing options, with assistance and coaching to maintain stability in placement.
- Routine and frequent outreach to clients in the community providing individualized support and engagement as needed.
- Linkage and advocacy to needed services including: primary health care, SSI advocacy, GA, support groups, self-help organizations, vocational services, payee services, socialization options, and basic needs.
- Staff to client ratio is 1:13, with services available in English, Spanish, and Cantonese, (provided by bi-cultural staff) and with expertise in services for transitional age youth and geriatric consumers. Clinical staff at 982 Mission Street can additionally provide services or translation in Russian, tagalong, Mandarin, Toisanese, Fukinese, and Vietnamese.
- Linkage to the appropriate level of ongoing mental health, substance abuse, and/or primary care providers, including accompanying consumers to initial appointments to ensure secure linkage to ongoing services.

Within 60 to 90 days, CLT works to securely link clients to long-term clinic based services, ICM services, substance abuse services, and/or primary care providers for mental health care. By accurately accessing what the lowest appropriate level of care is for a client, we are able to support clients' highest levels of functioning, while dramatically reducing clients' long-term cost to the system. With staff at Mission Mental Health, Chinatown North Beach, and South of Market Mental Health, we can provide a clinical assessment and intake, open the chart in the outpatient modality and expedite a medication evaluation. When clients are referred to long-term ICM services we overlap our services with the new provider for a brief time, to insure that the client is securely linked before being closed with CLT.

- E. Describe your program's staffing: which staff will be involved in what aspects of the service development and delivery. Indicate if any staff position is not funded by the grant. See Exhibit B.

#### 7. Objectives and Measurements

*Note: Some sections have other specific requirements for objectives. See section instructions for additional information.*

### OUTCOME 1: IMPROVE CLIENT SYMPTOMS

#### Objective A.1: Reduce Psychiatric Symptoms

A.1a. Applicable to: Providers of Behavioral Health Services who provide non-24 hour Mental Health Treatment Services to Children, Youth, Families, Adults and Older Adults except supported housing programs

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.

Data Source:

CBHS Billing Information System - CBHS will compute.

A.1.e. Applicable to: Providers of Behavioral Health Services who provide mental health treatment services to children, youth, families, adults and older adults except 24 hour programs

Contractor: UCSF - Department of Psychiatry  
Program: Citywide Linkage Team

Appendix A-2  
Contract Term (MM/DD/YY)  
07/ 01/ 10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

A.1.e. 75% of clients who have been served for two months or more will have met or partially met 50% of their treatment objectives at discharge.

**Note: if data available in AVATAR**

Client Inclusion Criteria:

Clients discharged between July 1, 2010 and June 30, 2011 who have been served continuously for 2 months or more.

Data Source:

Avatar - Reason for Discharge Field

Program Review Measurement:

Objective will be evaluated based on a 12-month period from July 1, 2010 to June 30, 2011.

A.1.k. Applicable to: *Intensive Case Management (ICM) Providers of Adult and Older Adult Behavioral Health Services*

A.1.k. Intensive Case Management providers will require that clinicians evaluate level of functioning for ALL CLIENTS by completing the Milestones of Recovery Scale (MORS). New clients will complete the MORS at intake and at discharge. Providers must submit 75% of required MORS forms for all clients to pass this objective.

A.1.l. Providers will ensure that all clinicians who provide mental health services are certified in the use of the Adult Needs and Strengths Assessment (ANSA). New employees will have completed the ANSA training within 30 days of hire.

A.1.m. Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial MRD/ANSA assessment and treatment plans completed in the online record within 30 days of episode opening. For the purpose of this program performance objective, an 85% completion rate will be considered a passing score.

Program Review Measurement:

This objective will be evaluated based on data submitted between July 1, 2010 to June 30, 2011.

## B. OTHER MEASURABLE OBJECTIVES/PROCESS OBJECTIVES

### Objective 1: Access to Services

Applicable to: *All Providers of Behavioral Health Services who provide non-24 hour Mental Health Treatment Services to Adult and Older Adults Health Programs, except 24-hour programs*

B.1.a.

B.1.a. 75% of uninsured active clients, with a DSM-IV diagnosis code that likely indicates disability, who are open in the program as of July 1, 2010, will have SSI linked Medi-Cal applications submitted by June 30, 2011.

Programs are also strongly encouraged to refer eligible clients to Healthy San Francisco.

Client Inclusion Criteria:

Uninsured active clients (seen by the program at least once between April 1, 2010 and June 30, 2011) with a DSM-IV diagnosis code that likely indicates disability (list of DSM-IV diagnosis codes will be provided by CBHS) and open in the program as of July 1, 2010., will be included in the calculation.

Data Source:

**Contractor: UCSF - Department of Psychiatry**  
**Program: Citywide Linkage Team**

**Appendix A-2**  
**Contract Term (MM/DD/YY)**  
**07/ 01/ 10 through 06/30/11**

**City Fiscal Year (CBHS only): 10-11**

**Funding Source (AIDS Office & CHPP only):**

Program Director will show proof of SSI applications submitted for/by clients (such as copies of applications, or proof of online application submission). Provider shall email DPH SSI Program Coordinator a list containing names and Social Security numbers of clients who applied for SSI through the Agency's assistance at [luciana.garcia@sfdph.org](mailto:luciana.garcia@sfdph.org).

Program Director shall keep in files proof of SSI applications submitted for/by clients (such as copies of applications or proof of online application submission).

**B.2.a.** During Fiscal Year 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission for substance abuse treatment and CYF mental health treatment providers, and 60 days of admission for adult mental health treatment providers as measured by BIS indicating clients engaged in the treatment process.

**Program Review Measurement:**

Objective will be evaluated based on the first 12-month period from July 1, 2010 to June 30, 2011. Program Director shall send their lists to SSI Program Coordinator by June 30, 2011.

**C CONTINUOUS QUALITY IMPROVEMENT, PROGRAM PRODUCTIVITY AND SERVICE ACCESS**

**Objective C.2: Client Outcomes Data Collection**

**C.2.a** For clients on atypical antipsychotics, at least 50% will have metabolic monitoring as per American Diabetes Association – American Psychiatric Association Guidelines for the Use of Atypical Antipsychotics in Adults, documented in CBHS Avatar Health Monitoring, or for clinics without access to Avatar, documentation in the Antipsychotic Metabolic Monitoring Form or equivalent.

**Client Inclusion Criteria:**

Adult and Older Adult clients on any atypical antipsychotic medication (aripiprazole, clozapine, olanzapine, quetiapine, risperidone, ziprasidone) prescribed by Provider any time during July 1, 2010 to June 30, 2011.

**Data Source:**

Program Self Report and/or Client medical record audit/MUIC Metabolic Monitoring Subcommittee

**Program Review Measurement**

Objective will be evaluated based on a 12 month period from July 1, 2010 to June 30, 2011. To meet objective, Metabolic Monitoring Form should show at minimum annual monitoring of weight, blood pressure, and fasting glucose (or Hemoglobin A1.C). Upon request, Provider to submit copies of Metabolic Monitoring Forms for randomly selected clients.

**Objective F.1: Health Disparity in African Americans**

To improve the health, well-being and quality of life of African Americans living in San Francisco CBHS will initiate efforts to identify and treat the health issues facing African American residents of San Francisco. The efforts will take two approaches:

- 1) Immediate identification of possible health problems for all current African American clients and new clients as they enter the system of care;
- 2) Enhance welcoming and engagement of African American clients.

Interventions to address health issues:

**F.1.a. Metabolic and health screening**

Contractor: UCSF - Department of Psychiatry  
Program: Citywide Linkage Team

Appendix A-2  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

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 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 client's 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.*

**A. Other Measurable Objectives**

**15% reduction in cost to the system of care/psychiatric hospitalization and/or PES visits compared to the cost used by the same consumers in the year previous to admission to CLT:** CLT provides a critical role in providing community based stabilization of consumers who are "high utilizers" in the system of care. Diversion of consumers from costly hospitalizations and PES visits is essential to this role. Consumer progress and quality of care is monitored in weekly supervision, to ensure appropriate interventions to reduce crisis visits. Reduction in the numbers of acute visits and cost to the system of care will be obtained from CBHS BIS data.

**60% of consumers referred from PES and SFGH Inpatient Psychiatric Units engaged into services as measured by 3 face-to-face visits:** In order to help consumers change the pattern of repeated decompensations and crisis visits, it is essential that they be engaged in recovery oriented treatment. The initial engagement (as described in a. 2. b. above) is one of the

most critical factors in successful treatment and stabilization of consumers who are "high utilizers" or at risk of repeated decompensation and crisis visits. Referrals and outcomes of engagement efforts and strategies are addressed in weekly clinical supervision with each PSC, to monitor success in engaging consumers. The program will track referrals in the CLT Referral Log. Data from BIS will track episode openings and the number of face-to-face visits.

**50% of open consumers linked to ongoing behavioral health services, including services at Primary Care Clinics, Private Providers, substance abuse programs or other appropriate supports:** The central role of CLT is to successfully link our consumers with the appropriate level of ongoing support to help them continue their trajectory towards increased stabilization and improved quality of life. One of the long-term consumers and program outcomes referenced in the CLT Logic Model is: At least 50% of opened consumers successfully discharged to a treating program: substance abuse, mental health, and/or primary care provider resulting in higher likelihood of continued consumer stability, well being, and quality of life. Mandatory weekly supervision addresses consumer progress toward linkage and efficacy of clinician's interventions to promote a secure linkage. The PSC documents where the consumer has been linked to, verifying that the consumer had at least one face to face meeting with the new provider, and verifying with the new provider that the consumer agreed to participate in treatment. For those consumers linked to CBHS programs, the CBHS BIS system will indicate an open episode for the consumer at the new program. Data on linkage to other supports, e.g. primary care, private providers, to be logged and tracked by program.

**60% of homeless consumers linked to housing:** As referred to in section 2. a. 2) above, 90 % of CLT's consumers are homeless when referred to CLT and housing is critical in the stabilization of consumers post psychiatric hospitalization or PES visit. Consumer housing status and needs are documented at opening in CLT services. Weekly supervision with the case manager monitors each consumer's housing status and effectiveness of clinician interventions to stabilize and improve consumer housing.

#### 8. Continuous Quality Improvement

CLT is compliant with Federal, State and County regulations and policies. Specifically, we maintain HIPPA standards of notification and confidentiality, Medi-Cal and Medicare charting standards, as well as CBHS standards of care and documentation. Twice a year all clients are encouraged to participate in completing Satisfaction questionnaires and are shown how to use the CBHS Grievance Procedure when dissatisfied with services.

The CLT Program Director participates in the Division's weekly PURQC committee, which reviews all Citywide and Emergency Department High User charts for appropriate utilization of services and supporting documentation. Feedback from the weekly reviews is given to individual clinicians, clinical supervisors, the program's Leadership Team and to staff as a whole through memo, policies updates and regularly scheduled staff meetings. Program design is modified to respond to issues that arise through the PURQC process, for example: the need to inform clients at the beginning of their treatment that Citywide treatment is time limited.

CLT is actively pursuing the implementation of a Wellness and Recovery model of services.

Consumers are involved in program evaluation and CQI activities in multiple ways. Consumers complete the CBHS Client Satisfaction Survey bi-yearly to provide feedback on program functioning, and improvement in their own quality of life as a direct result of program activities. Feedback from the Client Satisfaction Surveys will be used to reevaluate what CLT program activities are providing measurable improvements in clients' quality of life, and which case management or therapeutic priorities need improvement. Clients will be asked to confirm the status of referrals to vital resources including housing, SSI, primary care, and ongoing mental health or substance abuse treatment before they are closed with CLT services to maximize linkage to all resources needed. Case managers approach working with clients as a partnership and seek ongoing feedback from clients regarding the relevance and effectiveness of services.

In addition, CLT consumer feedback is solicited at the Citywide/Community Focus steering committee, cultural competence committee, dual diagnosis task force, employment task force and safety committees. CLT will participate in the Citywide/Community Focus annual CQI meeting with the following agenda: proposal outcomes reviewed, client

**Contractor: UCSF - Department of Psychiatry**  
**Program: Citywide Linkage Team**

**Appendix A-2**  
**Contract Term (MM/DD/YY)**  
**07/ 01/ 10 through 06/30/11**

**City Fiscal Year (CBHS only): 10-11**

**Funding Source (AIDS Office & CHPP only):**

satisfaction results discussed, program changes elicited. Consumers, family members and interested community participants will be invited.

CLT services must be culturally informed and delivered by competent staff if they are to be effective. Toward this end, the 982 site has an ongoing Cultural Competence Committee which: advises the Site Director and Program Directors about policy and programming support for increasing cultural resources and programming, organizes periodic mandatory cultural competency training for all site staff, assists in the recruitment and hiring of culturally and linguistically diverse staff, and helps organize on-site cultural events for clients and staff. The committee is also in charge of conducting an annual review of staff language/cultural resources as well as programming strengths and limitations and writing the CBHS Cultural Competency Plan. The Program delivers services in the preferred language of the consumer or make provisions for the use of trained interpreters when needed (including sign language).

Over 60% of the people CLT serves also suffer from serious or severe substance abuse, but seldom are able or willing to link to substance abuse services. All CLT staff are trained in these interventions, and help consumers focus on the impact of substance use on their quality of life. Intervention is non-judgmental, collaborative, and oriented towards helping consumers develop intrinsic motivation for behavior change through exploring their ambivalence and discussing discrepancies between continued substance use and the consumer's identified goals. CLT staff support a safe and realistic plan for reduced use or abstinence when this is a goal for the consumer. Advocacy and linkage for medical detox, residential treatment, methadone detox/maintenance, or other ongoing substance abuse treatment is a key task of CLT staff. Mutual support from other dually diagnosed consumers is critical, and the peer Consumer Integration Specialist staff will be key to this task as well as 982 Mission Street harm reduction groups, co-lead by consumers.

Contractor: UCSF - Department of Psychiatry  
Program: NoVA (Fee for Service / Cost  
Reimbursement)

Appendix A-3a & 3b  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

1. **Program Name: Citywide Case Management Forensic**  
**Program Address: 982 Mission Street, 2<sup>nd</sup> Floor**  
**San Francisco, CA 94103**  
**Telephone: (415) 597-8065**  
**Facsimile: (415) 597-8004**

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

New       Renewal       Modification

3. **Goal Statement**

The goal of the program is to provide treatment to the whole person that will allow him or her to exit the criminal justice system and re-integrate into the community. Clients remain in the program as long as they continue to need services.

4. **Target Population**

The target population is the mentally ill offender population which makes up approximately 18% of the average daily jail population. CWCMP clients- are 69% Male, 31% female, 43.6% African American, 43.6% White, 8.8 % Latino, 6% Asian, 11.6 suffer a mood disorder, 77.9% a psychotic disorder, 23.8% a personality disorder and 95% have a co-occurring substance abuse disorder.

Case Load Size

Forensic case managers (8911NO) treat a caseload of 13 patients each

Staffing for the programs are as follows:

	Forensic 8911NO
Case Managers	2.19
MDs/nurses	0
Clerical	0
Supervisors	0
Other	0
Caseload	30
New Clients	30

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

See CRDC; B-3a (Fee For Service) and B-3b (Cost Reimbursement)

6. **Methodology**

**Referral/Assessment and Engagement:** Within 3 days of referral, a clinical case manager assesses the client in-custody, explain the program services, and allows the client to voluntarily enroll in the program. Every former inmate faces obstacles in finding work, re-establishing family relationships, developing a social network and avoiding further criminal activity, but the challenges faced by



Contractor: UCSF – Department of Psychiatry  
Program: NoVA (Fee for Service / Cost  
Reimbursement)

Appendix A-3a & 3b  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

individuals with psychiatric disabilities – who require specialized services and supports – can be even greater and more complex. In addition to grappling with their illness, they are more likely than other inmates to have been unemployed or homeless when incarcerated. The case manager contacts collateral members of the community with the permission of the individual to obtain more information regarding the clients' needs, barriers, and course of mental illness. The case manager coordinates with all involved legal parties concerning the individual including Jail Psychiatric Services, defense attorney, district attorney if appropriate, the Sheriff's Department, the court system, Probation and Parole departments. This ensures that all parties have a unified approach to discharging the client to the community, enhance increased compliance upon discharge with the help of the case management team. Once released a case manager accompanies the client to the identified housing secured and takes the client to 982 Mission Street to introduce the client to the outpatient clinic where daily services and supports are offered. Programming includes: Anger Management, Stress Management, Wellness Recovery Action Planning, Harm Reduction groups, Dual Diagnosis Groups, African American People's Group, Achieving Goals Group, LGBT Support Group; Women's Group; and a myriad of social opportunities through the Center's Tickets on the Town program which takes groups of clients to events such as the symphony, theater, baseball games, bowling, music events, etc. The client can attend programming 6 days per week at the clinic and is able to have medications dispensed daily, weekly, or monthly by the order of his or her psychiatrist.

**Forensic Assertive Community Treatment (FACT):** CWCMF meets the criteria to be designated as a FACT program, an evidence-based model identified by SAMHSA and described in the following: Assertive Community Treatment (ACT) is a service delivery model in which treatment is provided by a team of professionals with services determined by consumer needs for as long as needed. ACT combines treatment, rehabilitation, and support services in a self-contained clinical team made up of a mix of disciplines, including psychiatry, nursing, addiction counseling, and vocational rehabilitation. The ACT team operates on a 24/7 basis, providing services in the community to offer more effective outreach and to help the consumer generalize the skills to real life settings. ACT is intended for consumers who have severe (a subset of serious with a higher degree of disability) mental illness, are functionally impaired, and at high risk of inpatient hospitalization."

For the purposes of this program, each client is assigned a primary case manager, psychiatrist, licensed vocational nurse, occupational therapist, job developer/employment specialist and consumer life coach. Each client will have a 10-day supply of psychiatric medications upon release from jail and is assessed by a program psychiatrist within the first two weeks of discharge, receive ongoing medication management and is seen by his or her psychiatrist regularly..

While the clinic is open for service 6 days per week between 8:30 a.m. and 4:45 p.m. (M-F) and 10 a.m. to 1 p.m. on Saturdays, the participants in this program have access to an on-call clinician 24 hours per day. The Program Director and two Clinical Supervisors of the program rotate coverage of this phone service to address and assist in crises that occur after the clinic closes.

*Immediately upon a client's discharge from custody, the case manager initiates applications for entitlements (most being eligible for SSI and will receive his or her benefits within 6 months of discharge). All clients are referred and assisted with appointments to a primary care provider. CWCMF collaborates closely with the Housing and Urban Health Clinic allowing for high quality medical care for participants.*

**Supported Housing:** Each client has an individualized housing plan depending on need, functioning and stated desire by the client. The least restrictive housing options will be utilized but Supported Housing will be emphasized and facilitated as it has been noted to achieve positive results for individuals with histories of violence, incarceration, homelessness and mental illness. According to the

Contractor: UCSF – Department of Psychiatry  
Program: NoVA (Fee for Service / Cost  
Reimbursement)

Appendix A-3a & 3b  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

American Psychiatric Association, in a guide to Best Clinical Practices published in 2007: “In this new paradigm, professionals no longer select the setting or determine what type of placement is best for the patient, nor do they place a person on the basis of open beds or slots in the residential service system. Rather, the person is helped to choose an appropriate living situation on the basis of personal criteria, preferences, resources, and needs. As such, the patient assumes the role of tenant, householder, neighbor, and mainstream community member, working together with staff on mutually agreed on goals and tasks geared toward the individual’s success and stability in the home chosen. Additionally, social support, case management, crisis intervention, in-home skills training, and accessible psychiatric consultation, are flexibly wrapped around the changing needs of the patient.” (<http://www.apa.org/practice/grid.html>)

CWCMF works closely with each client, over time, to obtain the desired and stated type of housing with the goal of placement in permanent housing. CWCMF has a long history of providing emergency vouchers through a network of SROs, a strong working relationship with the Housing and Urban Health Clinic and Human Services Agency in securing supported housing units, strong ties with Community Behavioral Health residential treatment programs, Acute Diversion Units, Board and Care homes and also has extensive experience in maneuvering through the substance abuse, faith-based programs and shelter systems.

**Supported Employment:** The CWCMF Supported Employment Team was created to address the discrimination and stigma our clients face for their mental health issues and criminal justice histories by promoting recovery through employment. Each client is assigned to a primary Job Developer/Employment Specialist who assists the client in pursuing meaningful productive activity in the community. Supported Employment is the one EBP with a “voluminous” amount of research showing significant results with the mentally ill. The definition of SE is “competitive work in integrated work settings, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals with the most significant disabilities for whom competitive employment has not traditionally occurred; or for whom competitive employment has been interrupted or intermittent as a result of a significant disability”. The principles are clearly defined. They are: (1) Focus is Competitive Employment, (2) No Exclusion Criteria, (3) Rapid Job Search, (4) Attention to Consumer Preference in Job Search, (5) Mental Health and Employment Services are Integrated, (6) Individualized Job Supports are maintained indefinitely.

The Job Developer/Employment Specialist initiates the first meeting in custody in order to develop goals and tentative discharge planning. Upon discharge, stipends are available to immediately engage clients in supported productive work activities at the Center. In addition the Job Developers/Employment Specialists utilize stipends to create stipended employment in the community with the goal that these positions will lead to competitive employment.

This model espouses the principle that there is no such thing as failure if a particular job does not last. Every job experience is an opportunity for learning and experience.  
**ILLNESS, MANAGEMENT AND RECOVERY (IMR):**

Research reviews have identified five specific EBPs included in IMR, each supported by multiple controlled studies: Psychoeducation; Behavioral Tailoring; Relapse Prevention; Coping Skills training; Social Skills training.

Contractor: UCSF – Department of Psychiatry  
Program: NoVA (Fee for Service / Cost  
Reimbursement)

Appendix A-3a & 3b  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

The Illness Management and Recovery Program consists of a series of weekly sessions in which mental health practitioners help people who have experienced psychiatric symptoms develop personal strategies for coping with mental illness and moving forward in their lives.

CWCMP case managers encourage clients to participate in the in-custody IMR groups and continue to participate at CWCMP upon release. The weekly group, Achieving Goals, is extremely popular with participants and teaches the following principles: Recovery Strategies; Practical Facts About Mental Illness; The Stress-Vulnerability Model and Treatment Strategies; Building Social Support ; Reducing Relapses; Using Medication Effectively; Coping with Stress; Coping with Problems and Symptoms ; Getting Your Needs Met in the Mental Health System.

**E. Integrated Mental Health and Substance Abuse Treatment:** It is estimated that 90% of enrolled participants will have substance abuse disorders in addition to his or her mental illness. SAMHSA identifies integrated mental health and substance abuse treatment as the best practice in working with clients with Co-Occurring Disorders. Simply put, it is “the application of knowledge, skills, and techniques by providers to comprehensively address both mental health and substance abuse issues in persons with co-occurring disorders.”

CWCM has published articles and spoken at conferences about integrated mental health and substance abuse services since 1989. The program offers 4 dual diagnosis and/or harm reductions group weekly at the clinic. A Dual Recovery Anonymous group takes place every Friday at the Center. Clinicians work with the Community Behavioral Health Services integrated mental health and substance abuse treatment framework and are knowledgeable about the clinical issues in treating two disorders concurrently. Program staff provide clinical treatment at every stage of a client’s addiction and are trained in the strategies of Motivational Interviewing and the Stages of Change model of treatment. Notably, the Supported Employment team does not eliminate their services to clients who are actively using substances viewing work and education as stabilizing factors in the clients’ lives.

- **Gender Focused and Trauma Informed Treatment:** SFSO internal studies among female inmates one housing unit (SISTER) conducted in 2003 and 2004 found that 7% of women identified themselves as having a mental disability. In 2004, 57% of these women reported their mental health as poor or fair. In 2003, 84% indicated their mental health was poor or fair.

CWCMP, through its Sheriff’s Department WISH grant, has developed an array of specialized services addressing the ever-increasing needs of an ever-increasing female mentally ill offender population. Specifically, the program has developed a women-only check-in group daily for participants. Clinicians are trained in Seeking Safety, a manualized, evidence-based treatment addressing issues of trauma. CWCMP has developed strong relationships with domestic violence resources as a majority of the women served have experienced profound violence perpetrated on them throughout their lives and even within 6 months of incarceration. Safe housing is a priority for these women (and access to Domestic Violence shelters has been necessary in some cases). CWCMP, through its role in BHC, has developed working relationships with the Dependency Drug Court with the goal of helping primarily women reunify with their children; Hamilton Transitional Family Housing; Jelani House; Ashbury House; and continues to build on the resources available to women.

**Dialectical Behavior Therapy (DBT):** The CWCMP team has 9 clinicians that are extensively trained and participate in the program’s DBT program which has been in existence for 6 years. DBT is an intensive treatment modality that was created specifically for individuals suffering from Borderline Personality Disorder. DBT consists of individual therapy, skills training groups, crisis intervention (after-hours

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

coverage) and weekly consultation meetings for the therapists. DBT teaches client how to utilize new skills in coping with emotions (replacing self-harming behaviors with mindfulness, emotion regulation skills, distress tolerance skills, and interpersonal effectiveness skills). The Citywide/Community Focus DBT team has been in existence for over 6 years.

- **The unduplicated number of individuals serves:** 30 clients are served at any one time. Current client retention averages 21.4 months.

- **Cultural Relevance of Program to Participants.**

Cultural competence is a key value for the programs at 982 Mission Street. An active Cultural Competence Committee advises the site director with two members on the Steering Committee, organizes mandatory staff training, and additional noon discussions, and maintains a directory of staff cultural/language resources. Additionally, the staff at 939 Mission Street represents a wide array of San Francisco's diversity in language, culture and sexual orientation. Center staff and clients organize yearly celebratory activities for Black History Month, Lunar New Year, Gay Pride, International Women's Day, Cinco De Mayo, Thanksgiving, and New Years. Languages spoken at the center include: Spanish, Korean, Cantonese, Mandarin, Toisanese, Portuguese, Tagolog, Russian, French, Italian and Farsi. CWCMMF has implemented gender-specific services for women clients coming out of jail and prison. Groups focusing on trauma issues, parenting, loss of custody, women's reproduction and health issues are offered.

Consumers who have spent time in jail or prison are exposed to the culture of incarceration. Staff at Citywide understand and appreciate this unique culture and its impact on those returning to the community. Dr. Terry Kupers, who has written and lectured on mental health issues in prisons, has met with staff of CWCMMF and served as a consultant concerning program design.

- **Part 3: Program Capacity**

Program hours are Monday through Friday 8:30 am to 5:00 pm and Saturdays 10:00 am to 1:00 pm. New consumers funded through this RFP will be able to access resources and ongoing activities at the 982 Mission receives referrals of clients from many sources including: Jail Psychiatric Services, the Sheriff's Department, the Court, Attorneys, Probation Officers, other community providers, Parole Officers, psychiatric hospitals, family members and consumers themselves.

Program Staff engages in daily outreach in the community, jails, and hospitals bringing clinical case management services to the client rather than requiring office visits. Program staff spends a considerable amount of time providing collateral services and psychoeducation to other program staff, hotel staff, employers, family members and communities

- Identify resources available for the proposed program (i.e. facilities, office equipment). Specify if you intend to use Sheriff's facilities for all or part of the program. Describe how services will be provided in a location that is adequate, accessible, compliant with the Americans with Disabilities Act (ADA), and amenable to the target population.

CWCMMF is headquartered at 982 Mission Street San Francisco, CA 94103 along with four other case management programs. This newly designed and refurbished facility is ADA compliant, bright, warm, attractive, spacious, and geographically close to most of the single occupancy room hotels that client's live in as well as readily accessible by public transportation. The interior was designed by Gensler Architects in close collaboration with the staff and consumers of all three programs. The building uses natural wood and light as well as warm colors with high ceilings to create areas that are inviting and functional. The client has

Contractor: UCSF – Department of Psychiatry  
Program: NoVA (Fee for Service / Cost  
Reimbursement)

Appendix A-3a & 3b  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

two group rooms, a library, a large consumer-run café, 11 interview rooms, three medical examination rooms, a shower to help clients with delousing, and a large comfortable waiting room.

- Describe your program's staffing:  
See Exhibit B

## 7. Objectives and Measurements

### **Goal I: Identify and divert individuals with co-occurring disorders from jail to INTENSIVE CASE MANAGEMENT MENTAL HEALTH SERVICES IN THE COMMUNITY.**

Objective 1: Work closely with Jail Psychiatric Services and the San Francisco Sheriff's and conduct in-jail assessments of approximately 50 individuals over the 16-month grant period.

Objective 2: Enroll a minimum of 40 clients over the 16-month period while maintaining a constant caseload of a minimum of 30 clients.

Objective 3: Develop consumer-driven individualized discharge and treatment plans for every client incorporating goals that address every aspect of the clients' life: family, housing, income, employment, health, recreation, psychiatric and spiritual.

### **GOAL II: ACHIEVE VIOLENCE PREVENTION AND REDUCTION BY PARTICIPANTS IN THE PROGRAM**

Objective 1: Reduce new arrests for violence of participants by 45% one year post-enrollment into the program (in comparison to one-year prior to enrollment).

Objective 2: Coordinate and facilitate victim services as appropriate and requested by clients in order to provide healing for both the victim and the offender. This will be accomplished by linking clients to existing victim services agencies and supporting clients through the process.

Objective 3: Offer weekly Anger Management individual and group therapy to every participant in the program.

### **GOAL III: PROMOTE A COMPREHENSIVE SERVICE DELIVERY SYSTEM BY CREATING AND MAINTAINING PARTNERSHIPS AND COALITIONS BETWEEN CRIMINAL JUSTICE, MENTAL HEALTH AND SUBSTANCE ABUSE PROFESSIONALS.**

Objective 1: Maintain existing partnerships between CWCMF and the following: San Francisco Sheriff's Department; Jail Psychiatric Services; Community Behavioral Health Services; Behavioral Health Court; SF Public Defender's Office; SF District Attorney's Office; SF Adult Probation Dept; CA Dept of Corrections and State Parole; SF Police Department; Residential Substance Abuse Treatment programs (dual diagnosis, substance abuse, faith-based treatment programs); SF Pretrial Services; Child Dependency Court and Family Reunification Services; Housing and Urban Health; National Alliance on Mental Illness; and AA/NA/Dual Recovery Anonymous groups.

Objective 2: Develop new partnerships between Criminal Justice, Mental Health and Substance Abuse programs in order to expand the network of services available to clients and educate the community re: the needs and issues facing mentally ill offenders re-entering the community.

Objective 3: Develop partnerships between CWCMF and Victim Services programs in order to offer services addressing the violence and harm perpetrated by offenders and the trauma suffered by victims and supporting healing for both parties.

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

## 8. Continuous Quality Improvement

Citywide is compliant with Federal, State and County regulations and policies. Specifically, we maintain HIPPA standards of notification and confidentiality, Medi-Cal and Medicare charting standards, as well as CBHS standards of care and documentation. Twice a year all clients are encouraged to participate in completing Satisfaction questionnaires and are shown how to use the CBHS Grievance Procedure when dissatisfied with services.

The Program Director chairs a weekly PURQC committee, which reviews all program and Emergency Department High User charts for appropriate utilization of services and supporting documentation. Feedback from the weekly reviews is given to individual clinicians, clinical supervisors, the program's Leadership Team and to staff as a whole through memo, policies updates and regularly scheduled staff meetings. Program design is modified to respond to issues that arise through the PURQC process, for example: the need to inform clients at the beginning of their treatment that Citywide treatment is time limited.

Citywide is actively pursuing the implementation of a Wellness and Recovery model of services. Patient representatives participate on Division committees. Twice a month Community Meeting involving consumers and staff are held to discuss topics and concerns affecting all Department of Psychiatry programs. Patients function in stipend positions: running the site café, the weekly free food and clothing distribution, a janitorial service, clerical services, and other site activities. Currently two consumers fill paid staff position. A yearly staff in-service and discussion focuses on recovery and wellness. Program services must be culturally informed and delivered by competent staff if they are to be effective. Toward this end, the 982 Mission site has an ongoing Cultural Competence Committee which: advises the Site Director and Program Directors about policy and programming support for increasing cultural resources and programming, organizes periodic mandatory cultural competency training for all site staff, assists in the recruitment and hiring of culturally and linguistically diverse staff, and helps organize on-site cultural events for clients and staff. The committee is also in charge of conducting an annual review of staff language/cultural resources as well as programming strengths and limitations and writing the CBHS Cultural Competency Plan. The Program delivers services in the preferred language of the consumer or make provisions for the use of trained interpreters when needed (including sign language).

Over 60% of the people Citywide serves also suffer from serious or severe substance abuse, but seldom are able or willing to link to substance abuse services. Therefore programs provide concurrent substance abuse treatment using a Harm Reduction approach. Our site at 982 Mission Street has over 110 staff, interns and residents from San Francisco General Hospital, Department of Psychiatry programs. Many bring substance abuse work experience, training, and/or personal recovery work to the job. Additionally:

- All clinical staff are trained through in-service and supervision to assess substance abuse disorders and to integrate harm reduction strategies.
- There are four hours each week of groups focusing on dual diagnosis issues; specifically harm reduction and early recovery topics.
- We have on-site, quick UA testing which helps the physicians in assessing patient's symptoms and diagnosis as well as helping case managers who are helping educate patients on the effects of substance use.
- If patients are able to link with 12 step programs, substance abuse outpatient or residential programs, Citywide/Community Focus provides close communication and treatment coordination. No services are dependent on patient attaining or maintaining abstinence

Contractor: UCSF - Department of Psychiatry  
Program: CWRT/CBHS

Appendix A-4  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

1. Program Name: Citywide Roving Team  
Program Address: 982 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103  
Telephone: (415) 597-8065  
Facsimile: (415) 597-8004

2. Nature of Document (check one)

New       Renewal       Modification

3. Goal Statement

The purpose of this contract is to provide behavioral health case management for formerly homeless individuals living in the Human Services Agency's Housing First Master Lease Program. The goal of these services is to maximize housing retention within the Housing First Master Lease Program by addressing the unmet behavioral health needs of residents.

4. Target Population

The contractor will serve residents of the Housing First Master Lease Program identified by on-site staff as having significant unmet behavioral health needs that could, if not addressed, lead to eviction and future episodes of homelessness

5. Modality(ies)/Interventions

See CRDC.

6. Methodology

Services will be provided on-site at designated Housing First Master Lease sites funded by the Human Services Agency and operated by contracted housing providers. The team funded under this contract will outreach and provide behavioral health services, linkage and referral and crisis assessment and intervention on-site at the Housing First Master Lease Program supportive housing sites. Work hours for all staff will be 8:30 a.m. to 5:00 p.m., Monday through Friday.

Services to be Provided

The Housing First Master Lease Program provides housing for formerly homeless individuals and provides on-site services designed to help residents achieve long-term housing stability. The Housing First Master Lease Program currently offers more than 2,200 units of housing in twenty-two sites.

The team funded by this contract will consist of two Licensed Clinical Supervisors (LCSW or MFT), four senior level Case Managers (MSW or MA/MS), and a Substance Abuse Specialist (B.A. level). The team will augment the work of on-site staff by working with residents who require intensive short-term case management intervention due to unmet behavioral health needs that could pose a threat to housing stability. The team will also work in tandem with staff at the Department of Public Health (DPH)'s Housing and Urban Health Primary Care Clinic to provide comprehensive primary and behavioral health care to residents of the Housing First Master Lease Program. In addition, the team will refer residents as needed to an array of treatment resources.

Through this contract, contractor will:

- A. Work with on-site staff to identify residents in need of intensive short-term behavioral health treatment.
- B. Perform comprehensive psycho-social and substance abuse assessments completed in conjunction with medical assessments by the DPH primary care staff.
- C. Formulate short-term treatment plans to address difficult behaviors and preserve housing stability.
- D. Provide a full range of treatment intervention to individual clients, including (but not limited to): crisis intervention (including 5150 services as needed); supportive individual, family or group psychotherapy; substance abuse counseling (including harm reduction strategies); intensive case management, and daily living skill building.
- E. Offer transitional dual diagnosis groups in various Housing First Master Lease sites aimed at introducing harm reduction principles, strategies and resources to residents who are not yet willing or able to access drug treatment.
- F. Provide referrals and linkages to appropriate entitlements and resources to enhance and strengthen residents' support systems on a long-term basis.
- G. Provide discharge planning and termination as the resident is either no longer in need of intensive services or leaves the hotel.
- H. Participate in individual case conferences, team coordination meetings and in-service trainings with DPH medical staff as necessary.
- I. Track all client interactions and outcome data.
- J. Ensure completion of required time-keeping documentation for CSBG (Title XIX) reimbursement.
- E. Describe your program's staffing: which staff will be involved in what aspects of the service development and delivery. Indicate if any staff position is not funded by the grant. *Note: For CBHS, Appendix B is sufficient.*

See Exhibit B

## 7. Objectives and Measurements

The following Individualized Objectives are determined by self-report:

- A. Behavioral Health Roving Team, staff will perform outreach and/or provide direct services to at least 400 unduplicated Housing First Master Lease Program residents per contract year.
- B. Staff will perform behavioral health and substance abuse assessments for at least 85% of clients referred.
- C. Based on short-term treatment plans, provide a full range of treatment intervention to at least 125 unduplicated clients per quarter.
- D. Staff will coordinate at least 2000 referral and linkage episodes per year.
- E. Staff will facilitate dual diagnosis pre-treatment/early recovery and social skills groups at least twice per week, for a total of at least 150 groups per year.
- F. 100% of residents seeking assistance with SSI applications or appeals will be assisted by staff or linked with DECU.
- G. Of those clients referred to the team who are at risk of eviction due to unmet behavioral health needs, at least 70% will maintain their housing for six months or more following engagement.
- H. 50% of residents seen by the team will link with health/substance abuse, or mental health providers as evidenced by at least two visits.



Contractor: UCSF – Department of Psychiatry  
Program: CWRT/CBHS

Appendix A-4  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

8. **Monitoring Activities**

- A. **Program Monitoring:** Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. **Fiscal Compliance and Grant Monitoring:** Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance. Fiscal monitoring will also include a review of the overall program budget, including the Medi-Cal draw down and access to funds work ordered to DPH to support this.

9. **Reporting Requirements**

- A. **Quarterly Reports**
1. Contractor shall submit quarterly responses for each individualized objective outlined above.
  2. In addition, the quarterly reports will provide the following data:
    - a. Number of individual interventions with SRO residents.
    - b. Number of resident referrals to substance abuse, mental health, entitlement or vocational support, social activities or health agencies.
    - c. Number of residents participating in a program-sponsored group offered by Contractor staff.
  3. Quarterly reports shall include relevant quantitative and qualitative information and attachments as appropriate.
  4. Quarterly reports are due 15 days after the end of the quarter. For example, for the quarter from 7/1/10-9/30/10, the report is due on 10/15/10.
- B. **Nine Month Report**
1. Contractor shall submit a nine-month report in lieu of the third quarter report for the final year of the contract.
  2. In addition to the requirements of the quarterly reports, the nine month report shall provide cumulative results for each objective as outlined above.
  3. This report will be due April 15, 2011.
- C. **Annual Reports**
1. Contractor shall submit a 12-month report in lieu of the fourth quarter report covering the period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> for each year.
  2. This report shall provide cumulative results for each objective as outlined above and shall include 12-month demographic information.
  3. This report is due 15 days after the end of the period (July 15).
- D. All reports are to be submitted in duplicate to:
1. Scott Walton, Deputy Director, Housing and Homeless Programs  
Scott.Walton@sfgov.org
  2. Larry Chatmon, Contract Manager, Office of Contract Management  
Larry.Chatmon@sfgov.org  
San Francisco Human Services Agency  
P.O. Box 7988  
SAN FRANCISCO, CA 94120

Contractor: UCSF - Department of Psychiatry  
Program: Stimulant Treatment Outpatient Program

Appendix A-5  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

1. Program Name: Stimulant Treatment Outpatient Program (STOP)

Program Address: Citywide Case Management Programs, 982 Market St.

City, State, Zip Code: San Francisco, CA 94110

Telephone: (415) 597-8065

Facsimile: (415) 597-8004

2. Nature of Document (check one)

New  Renewal  Modification

3. Goal Statement

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

4. Target Population

STOP provides outpatient substance abuse treatment to clients of the Citywide and Community Focus mental health programs. The location just south of Market Street is easily accessible to residents of the South of Market and Tenderloin areas, and is easily accessible by public transportation from other low-income areas of the City, including the Bayview and the Mission.

- Primary target population: Drug of choice – Methamphetamine, cocaine, or alcohol, often in conjunction with other substances.
- Secondary target population: Co-occurring disorders – chronic mental illness, often in conjunction with chronic health problems.
- Tertiary target population: Low economic status – General Assistance, SSI, low income.
- The target population includes a large proportion of African American, Latino, gay, lesbian, bisexual, and transgender individuals.

5. Modalities/Interventions

A. Modality of service/intervention: Outpatient Substance Abuse Treatment

B. Definition of Billable Services: See Exhibit B

The unit of service for outpatient programs (including outpatient detox. and aftercare, but excluding methadone maintenance and methadone detoxification) is defined as the **time (minutes) spent by a substance counselor** performing one or more of the following: assessment, treatment planning, individual and group counseling, case management, education, family collateral counseling, aftercare, crisis intervention, and case management. This is inclusive of all of the time spent by the substance abuse counselor in providing direct services to the client, including time spent on the phone and in the field providing the above services, as well as time away from the client used for development of assessments, treatment plans, and collateral information. All valid direct, operating, and indirect costs are recovered when unit cost (total program costs/number of units) is calculated, included the portion of time

Contractor: UCSF - Department of Psychiatry  
Program: Stimulant Treatment Outpatient Program

Appendix A-5  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

validly spent by counselors in non-direct services. **State certification standards require a minimum of two (2) contacts per month per registered client.**

## 6. Methodology

### A. Outreach, Recruitment

Information about STOP services is posted throughout the Citywide/Community Focus facility, including the client activities room, the lunch room, group rooms, etc. Clients may drop in or Citywide/Community Focus staff can introduce clients to STOP during drop-in orientation times.

### B. Admission criteria and process

#### Admission Criteria

STOP serves adults who abuse or are dependent on cocaine or methamphetamine, with or without problematic use of other substances.

Potential clients whose substance abuse, mental health, or medical problems are of sufficient severity as to need a higher level of care than intensive outpatient treatment are referred to a program providing an appropriate level of care.

No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to staff, self or others or who needs an immediate medical evaluation or medical nursing care.

#### Readmission Criteria

Any person previously admitted to and discharged from the program may apply for readmission. Staff assess whether the conditions that resulted in their previous discharge have changed sufficiently to warrant readmission to the program.

#### Admission Process

1. Drop-in Screening and Orientation: The counselor collects information about current substance use and prior treatment experiences to determine whether outpatient counseling at STOP can meet their needs. Clients needing other services (e.g. medical detox or methadone maintenance) are given information or assisted with phone calls as appropriate. Clients who may benefit from STOP services are seen for intake assessment.

2. Intake Assessment: Intake assessment includes

- a) Assessment of substance use problems (admission, CALOMS, assessment of DSM criteria met for substance abuse or dependence, health questionnaire),
- b) Consent forms, release of information forms, fee assessment if applicable, and client rights (privacy practices and grievance procedures are covered at their agency intake prior to their intake at STOP).
- c) Development of treatment plan with client.

Contractor: UCSF - Department of Psychiatry  
Program: Stimulant Treatment Outpatient Program

Appendix A-5  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

### 3. Start of Group and Individual Counseling

Most clients will receive group and individual counseling.

If medically authorized as appropriate, clients who are unable to participate in group will receive only individual counseling for a specified period of time.

#### **C. Service delivery model**

##### Substance abuse treatment integrated in a mental health agency

STOP provides outpatient substance abuse counseling in coordination with mental health services provided by Citywide/Community Focus staff, which provide case management, psychiatric medication management, outreach and home visits, socialization activities, independent living skills training, and vocational services. For clients for whom urine drug testing is clinically indicated, it is conducted by the Citywide/Community Focus case manager, and shared with STOP staff. Clients must consent to exchange of information between STOP and Citywide/Community Focus staff in order to participate in STOP.

##### Support of both harm reduction and abstinence goals

STOP respects the different treatment needs of individuals who want to stop using stimulants and other drugs as well as the treatment needs of individuals who want to reduce their use or the harm resulting from use. Abstinence focused treatment helps clients work toward a drug free life style by developing the motivation, coping skills, and support systems needed to put together longer and longer drug free periods. Harm reduction treatment helps clients identify what is needed to reduce the harmful effects of drug use in their lives, assess what options are realistic for them at this time in their drug use history, and develop the skills and support systems needed to reduce the harmful effects of drug use.

##### Types and locations of services

Substance abuse counseling by STOP includes group, individual and as appropriate couples or family counseling at Citywide Case Management/Community Focus. Home visits may be scheduled as needed, after consultation with the client's Citywide/Community Focus case manager. Counseling focuses on clients' drug use and relates this to other important issues in clients' lives, such as mental health, health, legal, economic, identity, sexual orientation, sexual, relationship, cultural, or spiritual issues.

STOP services at Citywide/Community Focus are starting out with one group a week, and individual counseling as needed. With additional funding, services may be expanded to additional groups and motivational incentives (e.g. for drug negative urine tests).

##### Length of stay

Intended: 9 months.

Average: 6 months.

##### Treatment phases

Most clients enter at Phase 1 and progress to Phase 2. Clients entering the program with extensive prior outpatient substance abuse treatment may be admitted or progress more quickly to Phase 2.

##### **Treatment Phase 1 (Starting to Change) (Three months or more)**

UCSF Internal Reference # P0031213; A115285

Document Date 10/05/2010  
Page 3 of 6

Contractor: UCSF - Department of Psychiatry  
Program: Stimulant Treatment Outpatient Program

Appendix A-5  
Contract Term (MM/DD/YY)  
07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

The *goals* of this phase are to help clients

- a) decide what to do about their drug use, and
- b) stop drug use, or change patterns of use to reduce harmful effects.

*Objectives* are to help clients

- a) explore the effects of drug use, and identify motivations for change,
- b) select attainable goals regarding drug use, which may or may not include abstinence,
- c) identify personal triggers and set-up behaviors,
- d) change the pattern of use,
- e) learn coping and communication skills to get past recurring cravings, and
- f) participate in drug free activities or support groups (e.g. NA, AA, SMART, LifeRing, spiritual support, or other community support).

*Criteria* for completion of Phase 1 and transition to Phase 2 are

- a) participation in Phase 1 for 3 months,
- c) 2 months of consistent adherence to client's individual treatment plan and goals.

#### **Phase 2 (Continuing Care) (Three months or more)**

The *goal* of this phase is to prevent return to heavy or unsafe drug use.

The *objectives* are to help clients

- a) develop open, honest relationships with people who don't use drugs (partners, family, friends, community), and
- b) enter roles valued by clients (e.g. community service, spiritual development, contact with children, etc.).

*Criteria* for completion of Phase 2 are

- a) participation in Phase 2 for 3 months, and
- b) 2 months of consistent adherence to client's individual treatment plan and goals.

#### **D. Completion, discharge planning, linkages**

Criteria for Successful Completion: Completion of Phase 1 or Phase 2, i.e.

- a) 3 or more months of participation, and
- b) 2 months of consistent adherence to client's individual treatment plan and goals (e.g. sustained abstinence or minimal use).

#### Discharge planning

Clients who complete or are otherwise discharged from STOP continue to participate in mental health services at Citywide Case Management/Community Focus. Clients whose treatment needs change and need a different kind or level of substance abuse treatment are referred as appropriate, and may return in the future if STOP again can meet their needs.

UCSF Internal Reference # P0031213; A115285

Document Date 10/05/2010  
Page 4 of 6

**Contractor: UCSF - Department of Psychiatry**  
**Program: Stimulant Treatment Outpatient Program**

**Appendix A-5**  
**Contract Term (MM/DD/YY)**  
**07/01/10 through 06/30/11**

**City Fiscal Year (CBHS only): 10-11**

**Funding Source (AIDS Office & CHPP only):**

### Linkages

As part of the CBHS integration process, STOP is partnered with a number of mental health and primary care clinics, and social and residential services for substance using clients.

### **E. Staffing**

With this initial small startup budget, the STOP counselor is a psychology intern in a California Psychology Internship Council approved predoctoral internship in the UCSF/SFGH Department of Psychiatry, receiving clinical supervision twice a week from the STOP program director, Valerie Gruber, PhD, a licensed psychologist. This meets the criteria of Section 13015 of the California Alcohol and Drug Programs counselor certification and licensure law. In addition, the licensed psychologist provides direct services as needed, such as when the psychology intern is out of the office.

The STOP program director in turn reports to David Fariello, LCSW, Director of Community Services, and to Stephen Dominy, MD, Director of the Division of Substance Abuse and Addiction Medicine, both in the UCSF/SFGH Department of Psychiatry.

Administrative support will be provided by Citywide/Community Focus staff, including the Division Administrator.

## **7. Performance Objectives and Measurement**

### **A. Performance objectives**

**Attainment of the CBHS standardized objectives for substance abuse treatment programs will be measured using admission, discharge, and annual CALOMS data, as well as service data, all entered by STOP clinical staff in the Avatar electronic medical record.**

**CBHS administrative staff will analyze and report the data at the end of the fiscal year.**

A2a i. During FY 2010-2011, at least 60% of discharged clients will successfully complete treatment or will have left before completion or with satisfactory progress as measured by BIS discharge codes.

A2b. During FY 2010-2011, at least 60% of clients who remain in the program for 60 days or longer will show a reduction in alcohol and drug use from admission to discharge.

A2c. During FY 2010-2011, at least 60% of clients who remain in the program for 60 days or longer will show a reduction in days in jail or prison from admission to discharge.

A3a. During FY 2010-2011, 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.

B2a. During FY 2010-2011, 70% of treatment episodes will show 3 or more service days of treatment within 60 days of admission.

*F1a, b, and c. These objectives will be completed by the parent program, Citywide Case Management/Community Focus. It would be confusing rather than helpful for STOP staff to also initiate metabolic screening and primary care documentation for the same clients.*

**Contractor: UCSF - Department of Psychiatry**  
**Program: Stimulant Treatment Outpatient Program**

**Appendix A-5**  
**Contract Term (MM/DD/YY)**  
**07/01/10 through 06/30/11**

**City Fiscal Year (CBHS only): 10-11**

**Funding Source (AIDS Office & CHPP only):**

*G1a. Information on self-help alcohol and drug addiction recovery groups will be posted by the parent program, Citywide Case Management/Community Focus.*

*G1b. STOP clinical staff will implement evidence based practices for dually diagnosed clients, and will inform the SOC program managers.*

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 client's 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.*

## **8. Continuous Quality Improvement**

STOP guarantees compliance with UCSF, Health Commission, County, State, Federal and Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

DPH Privacy Policy is integrated into the program's governing policies and procedures regarding patient privacy and confidentiality. All staff that handle patient health information are trained and annually updated in the program's privacy/confidentiality policies and procedures. A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is provided to all clients.

Quality assurance is the responsibility of the Program Director, a licensed psychologist. Staff receive group supervision at weekly staff meetings and weekly individual supervision with the STOP Program Director. The staff attends training on site and off site as deemed appropriate by the Program Director. All staff are provided with written performance evaluations by the Program Director at least annually. All staff providing counseling must be licensed or interns with the Board of Behavioral Sciences or the Board of Psychology.

STOP participates in the Division of Community Programs' Continuous Quality Improvement Plan that is approved by the UCSF Department of Psychiatry at SFGH.

Cultural competence: STOP provides culturally competent outpatient treatment to the major groups of cocaine, crack, and methamphetamine users, including people of color, gay, lesbian, bisexual, and questioning individuals, and men, women, and transgender clients. The environment is safe and supportive for clients receiving methadone, psychiatric services, or care for chronic illness such as HIV or Hepatitis. Staff are selected, trained, and supervised to maximize program competence with cultural, sexual orientation, gender, multi-diagnosis, and disability issues.

c) Continuous Quality Improvement: Client satisfaction surveys provide feedback on program performance. Feedback is also obtained informally from clients.

**Appendix B  
Calculation of Charges**

**1. Method of Payment**

**FFS Option**

A. 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**

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

**Budget Summary**

Appendix B-1: Citywide Case Management (Fee for service) Pages 1-6

Appendix B-2: Citywide Crisis Linkage Team (Fee for service) Pages 1-3

Appendix B-3a: NoVA (Fee for Service) Pages 1-3

Appendix B-3b: NoVA (Cost Reimbursement) Pages 1-5

Appendix B-4: Citywide Roving Team (Fee for service) Pages 1-3

Appendix B-5: Citywide STOP (Fee for service) Pages 1-3

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, \$3,926,178 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 shall be as follows:

July 1, 2010 through December 31, 2010	\$2,035,938
January 1, 2011 through June 30, 2011	\$3,912,817
July 1, 2011 through June 30, 2012	\$5,948,755
July 1, 2012 through June 30, 2013	\$5,948,755
July 1, 2013 through June 30, 2014	\$5,948,755
July 1, 2014 through June 30, 2015	\$5,948,755
July 1, 2015 through December 31, 2015	\$2,974,378

Contingency:	\$ 3,926,178
Total:	\$36,644,331



CONTRACTOR further understands that \$2,035,938, of the period July 1, 2010 through December 31, 2010 in the contract Number BPHM08000062 is already included in this contract. Upon execution of this agreement, all the terms under this agreement will supersede any previous agreements for the fiscal year 2010-2011.

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

**FFS option**

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than sixty (60) 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.

**Actual Cost Option**

E. A final closing invoice, clearly marked "FINAL," shall be submitted no later than sixty (60) 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**

CONTRACT TYPE - This contract is:	New X	Renewal	Modification		
If modification, Effective Date of Mod.:	# of Mod:		VENDOR ID: DPH1LS-00117		
LEGAL ENTITY NUMBER: 00117					
LEGAL ENTITY/CONTRACTOR NAME: UC Regents - Behavioral Health Integrated and Full Service Outpatient Services					

APPENDIX NUMBER	B-1	B-2	B-3a	B-3b	B-4	B-5
PROVIDER NUMBER	8911	8911	8911	8911	8911	TBD
PROVIDER NAME:	Citywide (CWCM) / Forensic (CWCMF)	Citywide Linkage (CWL)	NoVA FFS	NoVA CR	Citywide Roving (CWRT)	Citywide STOP
<b>GBHS FUNDING TERM:</b>	7/1/06-6/30/11	7/1/06-6/30/11	7/1/06-6/30/11	7/1/06-6/30/11	7/1/06-6/30/11	7/1/06-6/30/11
<b>FUNDING USES:</b>						
SALARIES & EMPLOYEE BENEFITS	3,259,579	700,324	57,366	112,069	452,814	7,092
OPERATING EXPENSE	525,143	68,753	848	1,145	126,204	51
CAPITAL OUTLAY (COST \$5,000 AND OVER)	0	0	0	0	0	0
<b>SUBTOTAL DIRECT COSTS</b>	<b>3,784,723</b>	<b>769,077</b>	<b>58,214</b>	<b>113,214</b>	<b>579,018</b>	<b>7,143</b>
INDIRECT COST AMOUNT	454,167	92,289	6,986	13,586	69,482	857
INDIRECT %	12%	12%	12%	12%	12%	12%
<b>TOTAL FUNDING USES:</b>	<b>4,238,889</b>	<b>861,366</b>	<b>65,200</b>	<b>126,800</b>	<b>648,500</b>	<b>8,000</b>
<b>GBHS MENTAL HEALTH FUNDING SOURCES</b>						
<b>FEDERAL REVENUES - click below</b>						
SDMC Regular FFP (50%)	1,739,485	197,888	10,000		215,500	-
ARRA SDMC FFP (11.59)	348,377	50,000	2,000		100,000	-
<b>STATE REVENUES - click below</b>						
MHSA	843,524					
<b>GRANTS - click below</b>						
Please enter other funding source here if not in pull down						
<b>PRIOR YEAR ROLL OVER - click below</b>						
<b>WORK ORDERS - click below</b>						
HSA (Human Svcs Agency)					333,000	
Sheriff's Department			53,200	126,800		
<b>3RD PARTY PAYOR REVENUES - click below</b>						
Please enter other funding source here if not in pull down						
<b>REALIGNMENT FUNDS</b>	474,132	200,000				
<b>COUNTY GENERAL FUND</b>	832,371	413,378				
<b>TOTAL GBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>4,238,889</b>	<b>861,366</b>	<b>65,200</b>	<b>126,800</b>	<b>648,500</b>	<b>8,000</b>
<b>GBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
<b>FEDERAL REVENUES - click below</b>						
<b>STATE REVENUES - click below</b>						
<b>GRANTS/PROJECTS - click below</b>						
<b>WORK ORDERS - click below</b>						
<b>3RD PARTY PAYOR REVENUES - click below</b>						
<b>COUNTY GENERAL FUND</b>						8,000
<b>TOTAL GBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						<b>8,000</b>
<b>TOTAL DPH REVENUES</b>	<b>4,238,889</b>	<b>861,366</b>	<b>65,200</b>	<b>126,800</b>	<b>648,500</b>	<b>8,000</b>
<b>NON-DPH REVENUES - click below</b>						
<b>TOTAL NON-DPH REVENUES</b>	0	0	0	0	0	-
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>4,238,889</b>	<b>861,366</b>	<b>65,200</b>	<b>126,800</b>	<b>648,500</b>	<b>8,000</b>

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

CONTRACT TYPE - This contract is:		New X	Renewal	Modification			
If modification, Effective Date of Mod.:		# of Mod:			VENDOR ID (DPH USE ONLY)		
LEGAL ENTITY NUMBER: 00117							
LEGAL ENTITY/CONTRACTOR NAME: UC Regents - Behavioral Health Integrated and Full Service Outpatient Services							
APPENDIX NUMBER							
PROVIDER NUMBER							
PROVIDER NAME:							Total
<b>CSHS FUNDING ITEMS</b>							
<b>FUNDING USES:</b>							
SALARIES & EMPLOYEE BENEFITS							4,589,244
OPERATING EXPENSE							722,144
CAPITAL OUTLAY (COST \$5,000 AND OVER)							0
<b>SUBTOTAL DIRECT COSTS</b>							<b>5,311,388</b>
INDIRECT COST AMOUNT							637,367
INDIRECT %							12%
<b>TOTAL FUNDING USES:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,948,755</b>
<b>CSHS MENTAL HEALTH FUNDING SOURCES</b>							
<b>FEDERAL REVENUES - click below</b>							
SDMC Regular FFP (50%)							2,162,973
ARRA SDMC FFP (11.59)							501,377
<b>STATE REVENUES - click below</b>							
MHSA							843,524
<b>GRANTS - click below</b>							
<b>PRIOR YEAR ROLL OVER - click below</b>							
<b>WORK ORDERS - click below</b>							
HSA (Human Svcs Agency)							333,000
Sheriff Dept							180,000
<b>3RD PARTY PAYOR REVENUES - click below</b>							
<b>REALIGNMENT FUNDS</b>							
COUNTY GENERAL FUND							674,132
<b>TOTAL CSHS MENTAL HEALTH FUNDING SOURCES</b>							
<b>CSHS SUBSTANCE ABUSE FUNDING SOURCES</b>							
<b>FEDERAL REVENUES - click below</b>							
<b>STATE REVENUES - click below</b>							
<b>GRANTS/PROJECTS - click below</b>							
<b>WORK ORDERS - click below</b>							
<b>3RD PARTY PAYOR REVENUES - click below</b>							
<b>COUNTY GENERAL FUND</b>							
							8,000
<b>TOTAL CSHS SUBSTANCE ABUSE FUNDING SOURCES</b>							
<b>TOTAL DPH REVENUES</b>							
							5,948,755
<b>NON-DPH REVENUES - click below</b>							
<b>TOTAL NON-DPH REVENUES</b>							
							0
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>							
							5,948,755

**BUDGET**  
**UCSF Citywide****Appendix B-1 (7/01/10 – 6/30/11):**  
Citywide Case Management/Forensics

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Case Management Brokerage	256,690	x	\$1.80	=	\$ 462,042
MH Services	1,019,064	x	\$2.35	=	\$2,394,800
Medication Support	288,453	x	\$4.60	=	\$1,326,884
Crisis Intervention OP	15,323		\$3.60		\$55,163
<b>TOTAL BUDGET FOR APPENDIX B-1</b>					<b>= \$4,238,889</b>

**Appendix B-2 (7/01/10 – 06/30/11):**  
Citywide Linkage

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Case Management Brokerage	229089	x	\$1.84	=	\$ 421,523
MH Services	125946	x	2.70	=	\$340,055
Medication Support	16377	x	4.70	=	\$76,972
Crisis Intervention Op	6519		3.50		\$22,816
<b>TOTAL BUDGET FOR APPENDIX B-2</b>					<b>= \$861,366</b>

**Appendix B-3a (7/01/10 – 06/30/11):**

## NOVA

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Case Management Brokerage	4208	x	\$1.83	=	\$ 7700
MH Services	23733	x	\$2.35	=	\$55773
Crisis Intervention Op	480		\$3.60		\$1727
<b>TOTAL BUDGET FOR APPENDIX B-3a</b>					<b>= \$65,200</b>

## Appendix B3b-NOVA (Cost Reimbursement)

\$126,800

## Appendix B-4 (7/01/10 - 06/30/11):

## Roving Team

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Case Management Brokerage	49,600	x	\$1.98	=	\$ 98,208
MH Services	212,360	x	\$2.56	=	\$543,631
Crisis Intervention Op	1,753		\$3.80		\$6,661
<b>TOTAL BUDGET FOR APPENDIX B-4</b>					<b>= \$648,500</b>

## Appendix B-5 (7/01/10 - 06/30/11):

## STOP

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Non residential ODF Group	100	x	\$29.00	=	\$ 2,900
Non residential ODF Individual	75	x	\$68.00	=	\$5,100
<b>TOTAL BUDGET FOR APPENDIX B-5</b>					<b>= \$8,000</b>

TOTAL BUDGET FOR CITYWIDE

\$5,948,755

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

FISCAL YEAR:		10/11				APPENDIX #: B-1	Page 1
LEGAL ENTITY NAME:		UC Regents				PROVIDER #: 8911	
PROVIDER NAME:		Citywide Case Management/Citywide Forensic Programs					
REPORTING UNIT NAME:	Citywide/ Citywide Forensic	Citywide/ Citywide Forensic	Citywide/ Citywide Forensic	Citywide/ Citywide Forensic			
REPORTING UNIT:	89113 89119 8911A3						
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/60-69	15/70-79			
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP			TOTAL
CBHS FUNDING TERM:	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11			
<b>FUNDING USES:</b>							
SALARIES & EMPLOYEE BENEFITS	355,296	1,841,530	1,020,334	42,419			3,259,579
OPERATING EXPENSE	57,241	296,684	164,384	6,834			525,143
CAPITAL OUTLAY (COST \$5,000 AND OVER)							
SUBTOTAL DIRECT COSTS	412,537	2,138,214	1,184,718	49,253			3,784,722
INDIRECT COST AMOUNT	49,505	256,586	142,166	5,910			454,167
TOTAL FUNDING USES:	462,042	2,394,800	1,326,884	55,163			4,238,889
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>							
<b>FEDERAL REVENUES - click below</b>							
SDMC Regular FFP (50%)	189,605	982,738	544,505	22,637			1,739,485
ARRA SDMC FFP (11.59)	38,082	197,384	109,364	4,547			349,377
<b>STATE REVENUES - click below</b>							
MHSA	91,945	476,557	264,045	10,977			843,524
<b>GRANTS - click below</b>							
CFDA #:							
<b>PRIOR YEAR ROLL OVER - click below</b>							
<b>WORK ORDERS - click below</b>							
<b>3RD PARTY PAYOR REVENUES - click below</b>							
REALIGNMENT FUNDS	51,681	267,865	148,416	6,170			474,132
COUNTY GENERAL FUND	90,729	470,256	260,554	10,832			832,371
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	462,042	2,394,800	1,326,884	55,163			4,238,889
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>							
<b>FEDERAL REVENUES - click below</b>							
<b>STATE REVENUES - click below</b>							
<b>GRANTS/PROJECTS - click below</b>							
CFDA #:							
<b>WORK ORDERS - click below</b>							
<b>3RD PARTY PAYOR REVENUES - click below</b>							
COUNTY GENERAL FUND							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL DPH REVENUES	462,042	2,394,800	1,326,884	55,163			4,238,889
<b>NON-DPH REVENUES - click below</b>							
TOTAL NON-DPH REVENUES							
TOTAL REVENUES (DPH AND NON-DPH)	462,042	2,394,800	1,326,884	55,163			4,238,889
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>							
UNITS OF SERVICE <sup>1</sup>							
UNITS OF TIME <sup>2</sup>	256,690	1,019,064	288,453	15,323			1,579,530
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	1.80	2.35	4.60	3.60			
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	1.80	2.35	4.60	3.60			
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)							
UNDULICATED CLIENTS							434

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day  
<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

APPENDIX #: B-1, Page 2  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): 8911  
 Provider Name (same as line 8 on DPH 1): Citywide Case Management/Citywide Forensic Programs

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		MHSA		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
James Dilley, MD, UCSF, PI	0.01	-	0.01	-	0.01	0						
Division Director	0.25	30,507	0.25	30,507	0.00	0						
Clinical Social Worker I/II	16.41	1,098,096	13.41	928,576	2.60	169,520						
Clinical Social Worker III - Supervisor	4.00	314,842	3.05	245,205	0.95	69,637						
Supervising Clinical Social Worker	1.00	94,266	0.75	70,700	0.25	23,566						
Occupational Therapist	0.60	55,426	0.00	0	0.60	55,426						
Senior Psychiatric Technician	1.00	76,293	1.00	76,293	0.00	0						
Licensed Vocational Nurse	2.10	150,420	1.60	115,007	0.50	35,413						
Administrative Assistant	1.80	76,604	1.30	50,358	0.50	26,246						
Staff Psychiatrist	0.50	84,887	0.50	84,887	0.00	0						
Senior Employment Specialist	2.80	164,880	2.80	164,880	0.00	0						
Community Health Program Representative	0.63	20,303	0.00	0	0.63	20,303						
Social Work Associate	0.30	17,304	0.30	17,304	0.00	0						
Associate Clinical Professor	2.25	384,352	2.00	343,144	0.25	41,208						
Hospital, Assistant I	1.00	40,140	0.70	28,098	0.30	12,042						
<b>TOTALS</b>	<b>34.64</b>	<b>\$2,608,320</b>	<b>27.66</b>	<b>\$2,154,959</b>	<b>6.59</b>	<b>\$453,361</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>
<b>EMPLOYEE FRINGE BENEFITS</b>	<b>25%</b>	<b>\$651,259</b>	<b>25%</b>	<b>\$536,269</b>		<b>\$114,989</b>						
Benefits range from between 19 and 26%												
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$3,259,579</b>		<b>\$2,691,228</b>		<b>\$568,350</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>

6725

DPH 4: Operating Expenses Detail

APPENDIX #: B-1, Page 3  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): 8911  
 Provider Name (same as line 8 on DPH 1): Citywide Case Management/Citywide Forensic Programs

6726

Expenditure Category

Rental of Property  
 Utilities(Landlines, Cell Phones and Pagers)  
 Office Supplies  
 Building/Van Maintenance Supplies and Repair  
 Printing and Reproduction  
 Insurance  
 Staff Training  
 Staff Travel-(Local & Out of Town)  
 Postage and Mail  
 Rental of Equipment  
 Computer, supplies and services  
 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)  
 Sophia Vinogradov  
 OTHER  
 GAEL Assessment  
 Data Network Recharge  
 Client Food  
 Client Miscellaneous  
 Client Stipends

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	MHSA	GRANT #2: _____ (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____
239,000	189,000	50,000			
52,000	42,000	10,000			
23,000	15,000	8,000			
2,000	1,645	355			
700	500	200			
-	-	-			
2,800	2,000	800			
18,000	11,000	7,000			
1,270	1,000	270			
10,000	7,000	3,000			
15,000	10,000	5,000			
-	-	-			
20,000	-	20,000			
-	-	-			
-	-	-			
13,824	11,421	2,403			
14,549	11,781	2,768			
33,000	18,000	15,000			
50,000	20,000	30,000			
30,000	0	30,000			
<b>TOTAL OPERATING EXPENSE</b>	<b>\$525,143</b>	<b>\$340,347</b>	<b>\$184,796</b>	<b>\$0</b>	<b>\$0</b>



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

FISCAL YEAR: 10/11		APPENDIX #: B-2				Page 1
LEGAL ENTITY NAME: UC Regents		PROVIDER #: 8911				
PROVIDER NAME: Citywide Linkage						
REPORTING UNIT NAME:	Citywide Linkage	Citywide Linkage	Citywide Linkage	Citywide Linkage		
REPORTING UNIT:	89114	89114	89114	89114		
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/60-69	15/70-79		
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP		TOTAL
CBHS FUNDING TERM:	15/10-09/14	15/10-09/14	15/10-09/14	15/10-09/14		
<b>FUNDING USES:</b>						
SALARIES & EMPLOYEE BENEFITS	342,715	276,478	62,581	18,550		700,324
OPERATING EXPENSE	33,645	27,143	6,144	1,821		68,753
CAPITAL OUTLAY (COST \$5,000 AND OVER)	0	0				0
SUBTOTAL DIRECT COSTS	376,360	303,621	68,725	20,371		769,077
INDIRECT COST AMOUNT	45,163	36,434	8,247	2,445		92,289
TOTAL FUNDING USES:	421,523	340,055	76,972	22,816		861,366
<b>ENVIRONMENTAL HEALTH FUNDING SOURCES:</b>						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	96,869	78,163	17,692	5,244		197,968
ARRA SDMC FFP (11.59)	24,468	19,739	4,468	1,324		50,000
STATE REVENUES - click below						
GRANTS - click below						
CFDA #:						
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
REALIGNMENT FUNDS	97,873	78,957	17,872	5,298		200,000
COUNTY GENERAL FUND	202,293	163,196	36,940	10,950		413,378
TOTAL ENVIRONMENTAL HEALTH FUNDING SOURCES	421,523	340,055	76,972	22,816		861,366
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below						
CFDA #:						
WORK ORDERS - click below						
3RD PARTY PAYOR REVENUES - click below						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL DPH REVENUES	421,523	340,055	76,972	22,816		861,366
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES						
TOTAL REVENUES (DPH AND NON-DPH)	421,523	340,055	76,972	22,816		861,366
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>						
UNITS OF SERVICE <sup>1</sup>						
UNITS OF TIME <sup>2</sup>	229,089	125,946	16,377	6,519		377,931
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	1.84	2.70	4.70	3.50		
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	1.84	2.70	4.70	3.50		
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS						315

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

APPENDIX #: B-2, Page 2  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): 8911  
 Provider Name (same as line 8 on DPH 1): Citywide Linkage

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #2: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
James Dilley, MD, UCSF, PI	0.01	-	0.01	-								
Supervising Clinical Social Worker	1.00	93,062	1.00	93,062								
Clinical Social Worker I/II	6.00	371,942	6.00	371,942								
Administrative Assistant	1.00	42,319	1.00	42,319								
Nurse Practitioner	0.35	48,490	0.35	48,490								
<b>TOTALS</b>	<b>8.35</b>	<b>\$555,813</b>	<b>8.35</b>	<b>\$555,813</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>
<b>EMPLOYEE FRINGE BENEFITS</b>	<b>26%</b>	<b>\$144,511</b>	<b>26%</b>	<b>\$144,511</b>								
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$700,324</b>		<b>\$700,324</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>

6728

DPH 4: Operating Expenses Detail

APPENDIX #: B-2, Page 3  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): 8911  
 Provider Name (same as line 8 on DPH 1): Citywide Linkage

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	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term:	Term:	Term:	Term:
Rental of Property	21,000	21,000			
Utilities(Landlines, Cell Phones and Pagers)	18,400	18,400			
Office Supplies	5,000	5,000			
Building/Van Maintenance Supplies and Repair	-	-			
Printing and Reproduction	-	-			
Insurance	-	-			
Staff Training	700	700			
Staff Travel-(Local & Out of Town)	8,000	8,000			
Postage and Mail	200	200			
Rental of Equipment	-	-			
Computer, supplies and services	3,000	3,000			
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-			
	-	-			
	-	-			
OTHER	-	-			
GAEL Assessment	2,946	2,946			
Data Network Recharge	3,507	3,507			
Client Food	3,000	3,000			
Client Miscellaneous	3,000	3,000			
Client Stipends	-	-			
<b>TOTAL OPERATING EXPENSE</b>	<b>\$68,753</b>	<b>\$68,753</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

6729

0

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

FISCAL YEAR:		10/11			APPENIDX #:	B-3a		Page 1
LEGAL ENTITY NAME:		UC Regents			PROVIDER #: 8911			
PROVIDER NAME: NoVA - Fee For Service								
REPORTING UNIT NAME:		NoVA FFS	NoVA FFS	NoVA FFS				
REPORTING UNIT:		8911NO	8911NO	8911NO				
MODE OF SVCS / SERVICE FUNCTION CODE		15/01-09	15/10-59	15/70-79				
SERVICE DESCRIPTION		Case Mgt Brokerage	MH Svcs	Crisis Intervention-OP				TOTAL
CBHS FUNDING TERM:		7/1/09-6/30/11	7/1/09-6/30/11	7/1/09-6/30/11				7/1/09-6/30/11
<b>FUNDING USES:</b>								
SALARIES & EMPLOYEE BENEFITS		6,775	49,072	1,519				57,366
OPERATING EXPENSE		100	725	23				848
CAPITAL OUTLAY (COST \$5,000 AND OVER)								0
SUBTOTAL DIRECT COSTS		6,875	49,797	1,542				58,214
INDIRECT COST AMOUNT		825	5,976	186				6,986
TOTAL FUNDING USES:		7,700	55,773	1,727				65,200
<b>DPH'S MENTAL HEALTH FUNDING SOURCES</b>								
FEDERAL REVENUES - click below								
SDMC Regular FFP (50%)		1,181	8,554	265				10,000
ARRA SDMC FFP (11.59)		236	1,712	52				2,000
STATE REVENUES - click below								
GRANTS - click below CFDA #:								
Please enter other here if not in pull down								
PRIOR YEAR ROLL OVER - click below								
WORK ORDERS - click below								
Sheriff Dept		6,283	45,507	1,410				53,200
Please enter other here if not in pull down								
3RD PARTY PAYOR REVENUES - click below								
Please enter other here if not in pull down								
REALIGNMENT FUNDS								
COUNTY GENERAL FUND								
TOTAL DPH'S MENTAL HEALTH FUNDING SOURCES		7,700	55,773	1,727				65,200
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>								
FEDERAL REVENUES - click below								
STATE REVENUES - click below								
GRANTS/PROJECTS - click below CFDA #:								
WORK ORDERS - click below								
3RD PARTY PAYOR REVENUES - click below								
COUNTY GENERAL FUND								
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES								
TOTAL DPH REVENUES		7,700	55,773	1,727				65,200
NON-DPH REVENUES - click below								
TOTAL NON-DPH REVENUES		0	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)		7,700	55,773	1,727				65,200
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>								
UNITS OF SERVICE <sup>1</sup>								
UNITS OF TIME <sup>2</sup>		208	28,733	480				28,421
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		36.54	1,940.55	3,598.17				
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)		1,333	2,356	3,967				
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)								
UNDULICATED CLIENTS								30

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

APPENDIX #: B-3a, Page 2  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): 8911  
 Provider Name (same as line 8 on DPH 1): NoVA-Fee For Service

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: Sheriff's Office		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term: 07/01/2010-06/30/2011		Proposed Transaction Term:	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
James Dilley, MD, UCSF, PI	0.01	-	0.01	0					0.01	0		
Clinical Social Worker I/II	0.74	45,529	0.14	8,380					0.60	37,149		
<b>TOTALS</b>	<b>0.74</b>	<b>\$45,529</b>	<b>0.14</b>	<b>\$8,380</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.61</b>	<b>\$37,149</b>	<b>0.00</b>	<b>\$0</b>
<b>EMPLOYEE FRINGE BENEFITS</b>	26%	\$11,837	26%	\$2,178					26%	\$9,659		
<b>TOTAL SALARIES &amp; BENEFITS</b>		\$57,366		\$10,558		\$0		\$0		\$46,808		\$0

6731

DPH 4: Operating Expenses Detail

APPENDIX #: B-3a, Page 3  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): 8911  
 Provider Name (same as line 8 on DPH 1): NoVA-Fee For Service

6732

Expenditure Category

- Rental of Property
- Utilities(Landlines, Cell Phones and Pagers)
- Office Supplies
- Building/Van Maintenance Supplies and Repair
- Printing and Reproduction
- Insurance
- Staff Training
- Staff Travel-(Local & Out of Town)
- Postage and Mail
- Pagers
- Rental of Equipment
- Computer, supplies and services
- CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)
- OTHER
- GAEL Assessment
- Data Network Recharge
- Client Food
- Client Miscellaneous
- Client Stipends

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: Sheriff's Office	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: 7/1/10-6/30/11	Term: _____
-	-				
-	-				
296	54			242	
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				
241	44			197	
311	57			254	
-	-				
-	-				
-	-				
<b>TOTAL OPERATING EXPENSE</b>	<b>\$848</b>	<b>156</b>	<b>\$0</b>	<b>\$0</b>	<b>\$692</b>
					<b>\$0</b>

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

FISCAL YEAR:	10/11			APPENDIX #: B-3b	Page 1
LEGAL ENTITY NAME:	UC Regents			PROVIDER #: 8911	
PROVIDER NAME:	NoVA-Cost Reimbursement				
REPORTING UNIT NAME:	NoVA CR	NoVA CR	NoVA CR		
REPORTING UNIT:	8911NO	8911NO	8911NO		
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/70-79		
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Crisis Intervention-OP		TOTAL
CBHS FUNDING TERM:	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11		
<b>FUNDING USES:</b>					
SALARIES & EMPLOYEE BENEFITS	13,235	95,865	2,969		112,069
OPERATING EXPENSE	138	979	30		1,145
CAPITAL OUTLAY (COST \$5,000 AND OVER)					0
<b>SUBTOTAL DIRECT COSTS</b>	<b>13,371</b>	<b>96,844</b>	<b>2,999</b>		<b>113,214</b>
INDIRECT COST AMOUNT	1,605	11,621	360		13,586
<b>TOTAL FUNDING USES:</b>	<b>14,976</b>	<b>108,465</b>	<b>3,359</b>		<b>126,800</b>
<b>MENTAL HEALTH FUNDING SOURCES:</b>					
FEDERAL REVENUES - click below					-
SDMC Regular FFP (50%)					-
ARRA SDMC FFP (11.59)					-
STATE REVENUES - click below					-
GRANTS - click below	CFDA #:				-
					-
Please enter other here if not in pull down					-
PRIOR YEAR ROLL OVER - click below					-
					-
<b>WORK ORDERS - click below</b>					
Sheriff Dept	14,976	108,465	3,359		126,800
Please enter other here if not in pull down					-
<b>3RD PARTY PAYOR REVENUES - click below</b>					
					-
Please enter other here if not in pull down					-
REALIGNMENT FUNDS					-
COUNTY GENERAL FUND					-
<b>TOTAL MENTAL HEALTH FUNDING SOURCES</b>	<b>14,976</b>	<b>108,465</b>	<b>3,359</b>		<b>126,800</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>					
FEDERAL REVENUES - click below					-
STATE REVENUES - click below					-
GRANTS/PROJECTS - click below	CFDA #:				-
					-
<b>WORK ORDERS - click below</b>					
					-
<b>3RD PARTY PAYOR REVENUES - click below</b>					
					-
COUNTY GENERAL FUND					-
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
<b>TOTAL DPH REVENUES</b>	<b>14,976</b>	<b>108,465</b>	<b>3,359</b>		<b>126,800</b>
NON-DPH REVENUES - click below					-
					-
<b>TOTAL NON-DPH REVENUES</b>					
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>14,976</b>	<b>108,465</b>	<b>3,359</b>		<b>126,800</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>					
UNITS OF SERVICE <sup>1</sup>	1	1	1		
UNITS OF TIME <sup>2</sup>	28,962	52,362	1,440		1
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	CR	CR	CR		
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	CR	CR	CR		
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)					
UNDUPLICATED CLIENTS					30

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day  
<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours





DPH 4: Operating Expenses Detail

APPENDIX #: B-3b, Page 3  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): 8911  
 Provider Name (same as line 8 on DPH 1): NoVA-Cost Reimbursement

6735

Expenditure Category

Rental of Property  
 Utilities(Landlines, Cell Phones and Pagers)  
 Office Supplies  
 Building/Van Maintenance Supplies and Repair  
 Printing and Reproduction  
 Insurance  
 Staff Training  
 Staff Travel-(Local & Out of Town)  
 Postage and Mail  
 Pagers  
 Rental of Equipment  
 Computer, supplies and services  
 CONSULTANT/SUBCONTRACTOR (Provide  
 Names, Dates, Hours & Amounts)

OTHER

GAEL Assessment  
 Data Network Recharge  
 Client Food  
 Client Miscellaneous  
 Client Stipends

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1 Sheriff's Dept	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: 7/1/10-6/30/11	Term: _____
-					
-					
65				65	
-					
-					
-					
-					
-					
-					
-					
-					
-					
-					
-					
-					
-					
471				471	
609				609	
-					
-					
-					
<b>TOTAL OPERATING EXPENSE</b>	<b>\$1,145</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,145</b>
					<b>\$0</b>

**CBHS BUDGET JUSTIFICATION**

Provider Number (same as line 7 on DPH 1): 8911

Page 4

Provider Name (same as line 8 on DPH 1): NoVA-Cost Reimbursement

Date: 10/05/2010

Fiscal Year: 10/11

**Salaries and Benefits**

	Salaries	FTE
James Dilley, MD serves as the Principal Investigator of this contract and devotes 1% (.01 FTE) effort to the project, at no cost to the contract. He oversees the program's activities and has ultimate responsibility for the conduct of the program. He directly supervises the Division Director.	\$0	0.01
Clinical Social Worker I/II perform the following social services in coordination and consultation with the Supervising Clinical Social Worker or the CSW III – Supervisors: 1) conduct a face-to-face interview with the client (while he or she is still in the hospital or jail) to begin a treatment alliance and to ensure the client's behavior will be safe for staff and clients; 2) participate in inpatient discharge planning and accompany the client on the day of discharge to his/her residence and first appointments; 3) conduct home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital; 4) involve clients in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, and social activities; 5) help to educate clients on the effects of substance use; 6) participate in developing a plan to help successful clients "graduate" to a lower level of care; and 7) remain available after a client's transition to this lower level of care to help the client cement his/her connection to the new provider. Requirements: MSW or MFTI. Salaries range from \$59,254-\$67,659.	\$88,944	1.45
<b>TOTAL SALARIES</b>	<b>\$88,944</b>	<b>1.45</b>

Staff benefits are 26%	\$23,125	
<b>TOTAL BENEFITS</b>	<b>\$23,125</b>	

**TOTAL SALARIES & BENEFITS \$112,069**

**Operating Expenses**

Occupancy:

Rent:

---



---

Utilities:

---



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Building Maintenance:

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Total Occupancy: \$0

**Materials and Supplies:**

Office Supplies:

\$65 is budgeted for copy paper, office supplies such as staplers, lamps, tissue, envelopes, pens, folders, etc. \$65

Printing/Reproduction:

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Program/Medical Supplies:

Total Materials and Supplies: \$65

**General Operating:**  
Insurance:

Staff Training:

Rental of Equipment:

Total General Operating: \$0

Staff Travel (Local & Out of Town):

\$0

Consultants/Subcontractors:

University Cost:

GAEL liability is .0053 percent of personnel salaries.

\$471

Campus Network Equipment Upgrade: The recharge cost based on total FTE\*\$35.00\*12 months

\$609

**CAPITAL EXPENDITURES:** (If needed - A unit valued at \$5,000 or more)

\$0

**TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$113,214**

**CONTRACT TOTAL: \$5,940,755**

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

FISCAL YEAR:		10/11			APPENDIX #: B-4		Page 1
LEGAL ENTITY NAME:		UC Regents			PROVIDER #:		8911
PROVIDER NAME:		Citywide Roving Team					
REPORTING UNIT NAME:		Citywide Roving Team	Citywide Roving Team	Citywide Roving Team			
REPORTING UNIT:		8911RT	8911RT	8911RT			
MODE OF SVCS / SERVICE FUNCTION CODE		15/01-09	15/10-59	15/70-79			
SERVICE DESCRIPTION		Case Mgt Brokerage	MH Svcs	Crisis Intervention-OP			TOTAL
CBHS FUNDING TERM:		7/1/09-6/30/11	7/1/09-6/30/11	7/1/09-6/30/11			
<b>FUNDING USES:</b>							
SALARIES & EMPLOYEE BENEFITS		68,574	379,589	4,651			452,814
OPERATING EXPENSE		19,112	105,796	1,296			126,204
CAPITAL OUTLAY (COST \$5,000 AND OVER)							0
SUBTOTAL DIRECT COSTS		87,686	485,385	5,947			579,018
INDIRECT COST AMOUNT		10,522	58,246	714			69,482
TOTAL FUNDING USES:		98,208	543,631	6,661			648,500
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>							
FEDERAL REVENUES - click below							
SDMC Regular FFP (50%)		32,635	180,651	2,213			215,500
ARRA SDMC FFP (11.59)		15,144	83,829	1,027			100,000
STATE REVENUES - click below							
GRANTS - click below CFDA #:							
PRIOR YEAR ROLL OVER - click below							
WORK ORDERS - click below							
HSA (Human Svcs Agency)		50,429	279,151	3,420			333,000
3RD PARTY PAYOR REVENUES - click below							
REALIGNMENT FUNDS							
COUNTY GENERAL FUND							
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		98,208	543,631	6,661			648,500
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS/PROJECTS - click below CFDA #:							
Please enter other here if not in pull down							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
COUNTY GENERAL FUND							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL DPH REVENUES		98,208	543,631	6,661			648,500
NON-DPH REVENUES - click below							
TOTAL NON-DPH REVENUES		0	0	0			
TOTAL REVENUES (DPH AND NON-DPH)		98,208	543,631	6,661			648,500
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>							
UNITS OF SERVICE <sup>1</sup>							
UNITS OF TIME <sup>2</sup>		48,600	202,360	1,753			263,713
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		2.02	2.68	3.80			
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)		338.60	358.60	228,000			
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)							
UNDULICATED CLIENTS							170

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

APPENDIX #: B-4, Page 2  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): 8911  
 Provider Name (same as line 8 on DPH 1): Citywide Roving Team

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: Human Service Agency		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
James Dilley, MD, UCSF, PI	0.01	-							0.01	0		
Division Director	0.10	12,203	0.05	5,937					0.05	6,266		
Supervising Clinical Social Worker	0.86	58,914	0.32	28,662					0.34	30,252		
Clinical Social Worker II - Supervisor	0.80	55,702	0.39	27,099					0.41	28,603		
Clinical Social Worker I/II	2.88	179,719	1.40	87,435					1.48	92,284		
Social Work Associate	0.72	35,890	0.35	17,461					0.37	18,429		
Administrative Assistant	0.40	16,948	0.19	8,245					0.21	8,703		
<b>TOTALS</b>	<b>5.56</b>	<b>\$359,376</b>	<b>2.70</b>	<b>\$174,839</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>2.86</b>	<b>\$184,537</b>	<b>0.00</b>	<b>\$0</b>
<b>EMPLOYEE FRINGE BENEFITS</b>	<b>26%</b>	<b>\$93,438</b>		<b>\$45,458</b>					<b>26%</b>	<b>\$47,980</b>		
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$452,814</b>		<b>\$220,297</b>		<b>\$0</b>		<b>\$0</b>		<b>\$232,517</b>		<b>\$0</b>

6739

DPH 4: Operating Expenses Detail

APPENDIX #: B-4, Page 3  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): 8911  
 Provider Name (same as line 8 on DPH 1): Citywide Roving Team

6740

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: Human Service Agency	WORK ORDER #2:
	PROPOSED TRANSACTION Term: 7/1/10-6/30/11	PROPOSED TRANSACTION Term: 7/1/10-6/30/11	PROPOSED TRANSACTION Term: _____	PROPOSED TRANSACTION Term: _____	PROPOSED TRANSACTION Term: 7/1/10-6/30/11	PROPOSED TRANSACTION Term: _____
Rental of Property	35,000	17,028			17,972	
Utilities(Landlines, Cell Phones and Pagers)	17,500	8,514			8,986	
Office Supplies	13,000	6,325			6,675	
Building/Van Maintenance Supplies and Repair	-	-			-	
Printing and Reproduction	-	-			-	
Insurance	-	-			-	
Staff Training	800	389			411	
Staff Travel-(Local & Out of Town)	17,000	8,271			8,729	
Postage and Mail	1,100	535			565	
Rental of Equipment	3,564	1,734			1,830	
Computer, supplies and services	12,000	5,838			6,162	
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-	-			-	
	-	-			-	
	-	-			-	
OTHER	-	-			-	
GAEL Assessment	1,905	927			978	
Data Network Recharge	2,335	1,136			1,199	
Client Food	10,000	4,865			5,135	
Client Miscellaneous	12,000	5,838			6,162	
<b>TOTAL OPERATING EXPENSE</b>	<b>\$126,204</b>	<b>\$61,399</b>	<b>\$0</b>	<b>\$0</b>	<b>\$64,805</b>	<b>\$0</b>

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

FISCAL YEAR:		10/11		APPENDIX #: B-5		Page 1	
LEGAL ENTITY NAME:		UC Regents		PROVIDER #:		TBD	
PROVIDER NAME:		Citywide STOP					
REPORTING UNIT NAME:		Citywide STOP		Citywide STOP			
REPORTING UNIT:		38321		38321			
MODE OF SVCS / SERVICE FUNCTION CODE:		Nonres-33		Nonres-34			
SERVICE DESCRIPTION:		SA-Nonresidntl ODF Grp		SA-Nonresidntl ODF Indv		TOTAL	
CBHS FUNDING TERM:							
<b>FUNDING USES:</b>							
SALARIES & EMPLOYEE BENEFITS		2,571	4,522			7,093	
OPERATING EXPENSE		18	32			50	
CAPITAL OUTLAY (COST \$5,000 AND OVER)		0	0			0	
SUBTOTAL DIRECT COSTS		2,589	4,554			7,143	
INDIRECT COST AMOUNT		311	546			857	
TOTAL FUNDING USES:		2,900	5,100			8,000	
<b>CBHS MENTAL HEALTH FUNDING SOURCES:</b>							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS - click below							
CFDA #:							
PRIOR YEAR ROLL OVER - click below							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
REALIGNMENT FUNDS							
COUNTY GENERAL FUND							
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES:</b>							
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>							
FEDERAL REVENUES - click below							
Drug Medical							
STATE REVENUES - click below							
GRANTS/PROJECTS - click below							
CFDA #:							
WORK ORDERS - click below							
3RD PARTY PAYOR REVENUES - click below							
COUNTY GENERAL FUND		2,900	5,100			8,000	
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>							
<b>TOTAL DPH REVENUES:</b>		2,900	5,100			8,000	
NON-DPH REVENUES - click below							
TOTAL NON-DPH REVENUES		0	0			0	
<b>TOTAL REVENUES (DPH AND NON-DPH):</b>		2,900	5,100			8,000	
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>							
UNITS OF SERVICE <sup>1</sup>		100	75				
UNITS OF TIME <sup>2</sup>							
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		29.00	68.00				
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)		29.00	68.00				
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)							
UNDULICATED CLIENTS							4

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units 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): TBD  
 Provider Name (same as line 8 on DPH 1): Citywide STOP

APPENDIX #: B-5, Page 2  
 Document Date: 10/05/2010

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: <u>7/1/10-6/30/11</u>		Proposed Transaction Term: <u>7/1/10-6/30/11</u>		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Valerie Gruber, PhD, UCSF, PI	0.05	5,960	0.05	5,960								
<b>TOTALS</b>	<b>0.05</b>	<b>\$5,960</b>	<b>0.05</b>	<b>\$5,960</b>								
<b>EMPLOYEE FRINGE BENEFITS</b>	19%	\$1,132	19%	\$1,132								
<b>TOTAL SALARIES &amp; BENEFITS</b>		\$7,092		\$7,092		\$0		\$0		\$0		\$0

6742



DPH 4: Operating Expenses Detail

APPENDIX #: B-5, Page 3  
 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1): TBD  
 Provider Name (same as line 8 on DPH 1): Citywide STOP

6743

Expenditure Category	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	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____
Rental of Property	-					
Utilities(Elec, Water, Gas, Phone, Scavenger)	-					
Office Supplies	-					
Building/Van Maintenance Supplies and Repair	-					
Printing and Reproduction	-					
Insurance	-					
Staff Training	-					
Staff Travel-(Local & Out of Town)	-					
Postage and Mail	-					
Pagers	-					
Rental of Equipment	-					
Computer, supplies and services	-					
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-					
	-					
	-					
OTHER	-					
GAEL Assessment	32	32				
Data Network Recharge	19	19				
Client Food	-					
Client Miscellaneous	-					
Client Stipends	-					
<b>TOTAL OPERATING EXPENSE</b>	<b>51</b>	<b>51</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Appendix C  
Insurance Waiver**

**RESERVED**

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**CITY AND COUNTY OF  
SAN FRANCISCO**

**RISK MANAGEMENT  
PROGRAM**

**WILLIE L. BROWN, JR.**  
MAYOR

**MEMORANDUM**

**TO:** Galen Leung, Director  
DPH Office of Contract Management

**FROM:** Nancy Johnston-Bellard  
Deputy Risk Manager

**DATE:** October 22, 2003

**RE:** Request for Approval to Waive Requirement for Proof of Insurance  
for Regents of the University of California

**RECEIVED**  
03 OCT 21 AM 9:37  
OFFICE OF CONTRACTS  
& COMPLIANCE  
SF DPH

In response to your request, Risk Management hereby grants authorization to use the following language in lieu of the Certificate of Insurance and Endorsements for contracts between the City and County of San Francisco and Regents of the University of California.

CONTRACTOR and CITY agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this agreement. A certificate of insurance is not required from either party.

We ask the Office of Contract Administration, Purchasing to share this information with their staff.

cc: Errol Fitzpatrick  
Risk Management Staff  
Judith Blackwell  
Mike Ward

**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. MATERIALS REVIEW**

Contractor agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. Contractor agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. City agrees to conduct the review in a manner which does not impose unreasonable delays on Contractor's work, which may include review by members of target communities.

**4. EMERGENCY RESPONSE**

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites and an agency-wide plan addressing 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 site 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 a Site Specific Emergency Response Plan for each of its service site. 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.

**5. 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**  
**Omitted By Agreement of the Parties**

**Appendix F**  
**Invoice**

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

**CONTRACTOR:** Regents of the University of California  
 Address: Mail Remittance Cashier  
 UCSF Accounting Office  
 1855 Folsom Street, Suite 425  
 San Francisco, CA 94143-0815  
 Telephone: (415) 476-2877  
 FAX # (415) 476-8158  
**CONTRACT NAME:** City Wide

Control Number:   
 Invoice Number:

Contract Direct Purchase (DP) No.

Fund Source:

Grant Code/Detail:

Invoicing Period: 7- 1-10 - 6- 30-11

FINAL invoice  (check if Yes)

ACE Control No.

APPENDIX TERM: July 1, 2010 - June 30, 2011

PROGRAM EXHIBIT: CWCMP

	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% OF TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
<b>Unduplicated Clients for Exhibit:</b>	434				434

Deliverables	Total Contracted UOS & Clients	Delivered THIS PERIOD UOS & Clients	UNIT RATE	AMOUNT DUE	Delivered to Date UOS & Clients	% OF TOTAL UOS & Clients	Remaining Deliverables UOS & Clients
Case management Brokerage	256,690 434		\$1.80				
Forensic	1,019,064 434		\$2.35				
Medication Support	288,453 434		\$4.60				
Crisis Intervention	15,323 434		\$3.60				
<b>Totals</b>	<b>1,579,530 434</b>						
<b>TOTAL EXPENSES</b>					<b>NOTES:</b>		
LESS: Initial Payment Recovery							
Other Adjustments							
<b>REIMBURSEMENT</b>							

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:	SF Department of Public Health 1380 Howard Street, 4th Floor San Francisco, CA 94103 Attn: AIDS Office Contract Payments	SFDPH AIDS OFFICE Authorization For Payment:
		By: _____ Date: _____



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

**CONTRACTOR:** Regents of the University of California  
 Address: Mail Remittance Cashier  
 UCSF Accounting Office  
 1855 Folsom Street, Suite 425  
 San Francisco, CA 94143-0815  
 Telephone: (415) 476-2977  
 FAX # (415) 476-8158  
**CONTRACT NAME:** CityWide

**Control Number** HP#11-06909 **Invoice Number** (ACE #) 060

**Contract Direct Purchase (DP) No.** \_\_\_\_\_

**Fund Source:** SMDC/GEN/Reali

**Grant Code/Detail:** \_\_\_\_\_

**Invoicing Period:** 7-1-10 - 6-30-11

**FINAL Invoice**  (check if Yes)

**ACE Control No.** \_\_\_\_\_

**APPENDIX TERM:** July 1, 2010 - June 30, 2011

**PROGRAM EXHIBIT:** Citywide Linkage

	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% OF TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
<b>Unduplicated Clients for Exhibit:</b>	315				315

Deliverables	Total Contracted UOS & Clients		Delivered THIS PERIOD UOS & Clients	UNIT RATE	AMOUNT DUE	Delivered to Date UOS & Clients		% OF TOTAL UOS & Clients		Remaining Deliverables UOS & Clients	
	UOS	Clients				UOS	Clients	%	UOS & Clients	UOS	Clients
Case management Brokerage	229,089	315		\$1.84							
MH Services	125,946	315		\$2.70							
Medication Support	16,377	315		\$4.70							
Crisis Intervention	6,519	315		\$3.50							
<b>Totals</b>	<b>377,931</b>	<b>315</b>									

**TOTAL EXPENSES**  
 LESS: Initial Payment Recovery  
 Other Adjustments  
**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:** SF Department of Public Health  
 1380 Howard Street, 4th Floor  
 San Francisco, CA 94103  
 Attn: AIDS Office Contract Payments

**SFDPH AIDS OFFICE Authorization For Payment:**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

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

**CONTRACTOR:** Regents of the University of California  
 Address: Mail Remittance Cashier  
 UCSF Accounting Office  
 1855 Folsom Street, Suite 425  
 San Francisco, CA 94143-0815  
 Telephone: (415) 476-2977  
 FAX # (415) 476-8158  
**CONTRACT NAME:** CityWide

**Control Number** HP#11-06909 **Invoice Number** (ACE #) 060

**Contract Direct Purchase (DP) No.:** \_\_\_\_\_

**Fund Source:** SMDC/GEN/Reali

**Grant Code/Detail:** \_\_\_\_\_

**Invoicing Period:** 7-1-10 - 6-30-11

**FINAL Invoice**  (check if Yes)

**ACE Control No.:** \_\_\_\_\_

**APPENDIX TERM:** July 1, 2010 - June 30, 2011

**PROGRAM EXHIBIT:** NOVA

	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% OF TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
<b>Unduplicated Clients for Exhibit:</b>	30				30

Deliverables	Total Contracted UOS & Clients		Delivered THIS PERIOD UOS & Clients	UNIT RATE	AMOUNT DUE	Delivered to Date UOS & Clients	% OF TOTAL UOS & Clients	Remaining Deliverables UOS & Clients
	UOS	Clients						
Case management Brokerage	4,208	30		\$1.83				
MH Services	23,733	30		\$2.35				
Crisis Intervention	480	30		\$3.60				
<b>Totals</b>	28,421	30						

**TOTAL EXPENSES** \_\_\_\_\_  
**LESS: Initial Payment Recovery** \_\_\_\_\_  
**Other Adjustments** \_\_\_\_\_  
**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:** \_\_\_\_\_

<b>Send to:</b>	SF Department of Public Health 1380 Howard Street, 4th Floor San Francisco, CA 94103 Attn: AIDS Office Contract Payments	<b>SFDPH AIDS OFFICE Authorization For Payment:</b>
		<b>By:</b> _____ <b>Date:</b> _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
STATEMENT OF DELIVERABLES AND INVOICE**

EXHIBIT F 3b  
PAGE A

Regents of the University of California

CONTRACTOR:

Address: Mail Remittance Cashier  
UCSF Accounting Office.  
1855 Folsom Street, Suite 425  
San Francisco, CA 94143-0815

FUND SOURCE: Sheriff Work Order

Telephone

INVOICING PERIOD: 7-1-2010-6-30-11

CONTRACT TERM: 7-1-2010-6-30-11

CONTRACT NAME: CityWide

Contract PO Number

PROGRAM / EXHIBIT: NOVA

DELIVERABLES	TOTAL CONTRACTED UOS	UOS DELIVERED THIS PERIOD	UOS DELIVERED TO DATE	% OF TOTAL	REMAINING DELIVERABLES
Case Management	28,962				
MH Services	32,562				
Crisis Intervention	1,440				

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$88,944				
Fringe Benefits	\$23,125				
<b>Total Personnel Expenses</b>	<b>\$112,069</b>				
Operating Expenses:	\$1,145				
Program/Educational Supplies					
Other					
Insurance					
Staff Training					
Other:					
<b>Total Operating Expenses</b>					
<b>Capital Expenditures</b>					
<b>TOTAL DIRECT EXPENSES</b>	<b>\$113,214</b>				
Indirect Expenses @ 10%	\$13,586				
<b>TOTAL EXPENSES</b>	<b>\$126,800</b>				
<b>LESS: Initial Payment Recovery</b>					
<b>Other Adjustments</b>					
<b>REIMBURSEMENT</b>					

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 budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup for those claims are in our office at the address indicated.

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

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

Send to: SFDPH	SFDPH / Authorization For Payment:
Attn:	By: _____ Date: _____

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

**CONTRACTOR:** Regents of the University of California  
 Address: Mail Remittance Cashier  
 UCSF Accounting Office  
 1855 Folsom Street, Suite 425  
 San Francisco, CA 94143-0815  
 Telephone: (415) 476-2977  
 FAX # (415) 476-8158  
**CONTRACT NAME:** CityWide

Control Number: **HP#11-06909**  
 Invoice Number: **(ACE #) 060**

Contract Direct Purchase (DP) No. \_\_\_\_\_

Fund Source: **SMDC/HAS**

Grant Code/Detail: \_\_\_\_\_

Invoicing Period: 7-1-10 - 6-30-11

FINAL invoice  (check if Yes)

ACE Control No. \_\_\_\_\_

APPENDIX TERM: July 1, 2010 - June 30, 2011

PROGRAM EXHIBIT: Roving Team

	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% OF TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
<b>Unduplicated Clients for Exhibit:</b>	170				170

Deliverables	Total Contracted UOS & Clients		Delivered THIS PERIOD UOS & Clients	UNIT RATE	AMOUNT DUE	Delivered to Date UOS & Clients	% OF TOTAL UOS & Clients	Remaining Deliverables UOS & Clients	
Case Management	49,600	170		\$1.98					
MH Services	212,360	170		\$2.56					
Crisis Intervention	1,753	170		\$3.80					
<b>Totals</b>	<b>263,713</b>	<b>170</b>							
<b>TOTAL EXPENSES</b>						<b>NOTES:</b>			
<b>LESS: Initial Payment Recovery</b>									
<b>Other Adjustments</b>									
<b>REIMBURSEMENT</b>									

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:	SF Department of Public Health 1380 Howard Street, 4th Floor San Francisco, CA 94103 Attn: AIDS Office Contract Payments	SFDPH AIDS OFFICE Authorization For Payment:
		By: _____ Date: _____

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

**CONTRACTOR:** Regents of the University of California  
**Address:** Mail Remittance Cashier  
 UCSF Accounting Office  
 1855 Folsom Street, Suite 425  
 San Francisco, CA 94143-0815  
**Telephone:** (415) 476-2977  
**FAX #** (415) 476-8158  
**CONTRACT NAME:** CityWide

**Control Number**  
 HP#11-06909

**Invoice Number**  
 (ACE #) 060

**Contract Direct Purchase (DP) No.** \_\_\_\_\_

**Fund Source:** Gen Fund

**Grant Code/Detail:** \_\_\_\_\_

**Invoicing Period:** 7- 1-10-6-30-11

**FINAL invoice**  (check if Yes)

**ACE Control No.** \_\_\_\_\_

**APPENDIX TERM:** July 1, 2010 - June 30, 2011

**PROGRAM EXHIBIT:** STOP

	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% OF TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
<b>Unduplicated Clients for Exhibit:</b>	4				4

Deliverables	Total Contracted UOS & Clients		Delivered THIS PERIOD UOS & Clients	UNIT RATE	AMOUNT DUE	Delivered to Date UOS & Clients	% OF TOTAL UOS & Clients	Remaining Deliverables UOS & Clients
	UOS	Clients						
Non residential ODF Group	100	4		\$29.00				
Non residential ODF Ind	75	4		\$68.00				
<b>Totals</b>	175	4						

**TOTAL EXPENSES** \_\_\_\_\_  
**LESS: Initial Payment Recovery** \_\_\_\_\_  
**Other Adjustments** \_\_\_\_\_  
**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:** SF Department of Public Health  
 1380 Howard Street, 4th Floor  
 San Francisco, CA 94103  
**Attn:** AIDS Office Contract Payments

**SFDPH AIDS OFFICE Authorization For Payment:**

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

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

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

7  
8 WHEREAS, The Department of Public Health has been charged with providing needed  
9 behavioral health services to residents of San Francisco; and,

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

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

14 WHEREAS, Contracts with providers will exceed \$10 million for a total of  
15 \$674,388,406, as follows:

16 Alternative Family Services, \$11,057,200;

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

18 Baker Places, \$69,445,722;

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

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

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

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

23 Conard House, \$37,192,197;

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

25 Family Service Agency, \$45,483,140;

1 Hyde Street Community Service, \$17,162,210;  
2 Instituto Familiar de la Raza, \$14,219,161;  
3 Progress Foundation, \$92,018,333;  
4 Richmond Area Multi-Services, \$34,773,853;  
5 San Francisco Study Center, \$11,016,593;  
6 Seneca Center, \$63,495,327;  
7 Walden House, \$54,256,546;  
8 Westside Community Mental Health Center, \$43,683,160;  
9 Regents of the University of California, \$74,904,591; and

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

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

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

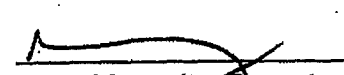
18 FURTHER RESOLVED, That the Board of Supervisors requires the Department of  
19 Public Health to submit a report each June with increases over the original contract amount,  
20 as additional funds become available during the term of contracts.

21  
22 RECOMMENDED:

23 

24 Mitchell Katz, M.D.  
25 Director of Health

APPROVED:



Mark Morewitz, Secretary to the  
Health Commission



**City and County of San Francisco**  
**Tails**  
**Resolution**

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

**File Number:** 100927

**Date Passed:** December 07, 2010

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

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

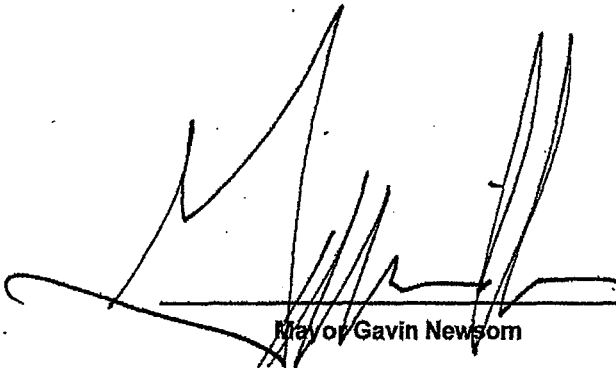
December 01, 2010 Budget and Finance Committee - RECOMMENDED AS AMENDED

December 07, 2010 Board of Supervisors - ADOPTED

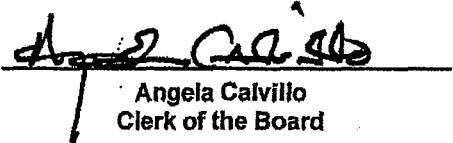
Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell and Mirkarimi

File No. 100927

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



Mayor Gavin Newsom



Angela Calvillo  
Clerk of the Board

**December 8, 2010**  
Date Approved



October 05, 2015

**Regents of the University of California-**  
**San Francisco — SPR Program**  
**\$54,546,510**

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
 (S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>
Name of contractor: Regents of the University of California San Francisco

*Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.*

(1) Members of the contractor's board of directors (Board of Regents)  
<http://regents.universityofcalifornia.edu/about/committees.html>

Appointed Regents: Richard C. Blum, William De La Peña, M.D., Gareth Elliott, Russell Gould, Eddie Island, George Kieffer, Sherry L. Lansing, Monica Lozano, Hadi Makarechian, Eloy Ortiz Oakley, Abraham (Avi) Oved, Norman J. Pattiz, John A. Pérez, Bonnie Reiss, Fred Ruiz, Richard Sherman, Bruce D. Varner, Paul Wachter, and Charlene Zettel

Ex Officio Regents: Jerry Brown, Gavin Newsom, Toni Atkins, Tom Torlakson, Janet Napolitano, Rodney Davis, Yolanda Gorman

(2) The contractor's chief executive officer, chief financial officer and chief operating officer

Janet Napolitano, President, University of California <http://www.ucop.edu/president/about/index.html>  
 Nathan Brostrom, Executive Vice President — Chief Financial Officer <http://www.ucop.edu/finance-office/staff/bios/nathan-brostrom.html>  
 Rachael Nava, Executive Vice President — Chief Operating Officer <http://www.ucop.edu/business-operations/staff/bios/rachael-nava.html>

(3) any person who has an ownership of 20 percent or more in the contractor – No

(4) any subcontractor listed in the bid or contract - No

(5) any political committee sponsored or controlled by the contractor - No

Contractor address: 1001 Potrero Avenue, Room 2M17, San Francisco, CA 94110	
Date that contract was approved:	Amount of contract: Not to exceed \$54,546,510

Describe the nature of the contract that was approved:

To extend the current contract terms between the Department of Public Health, Community Behavioral Health Services, and University of California community focus (Single Point of Responsibility) from December 31, 2015 to December 31, 2017; and to increase the maximum contract dollars from \$32,531,907 to \$54,546,510. UC Community Focus provides integrated outpatient behavioral health services to reduce unnecessary institutional care of high-risk, seriously mentally ill transitional-aged youth, adults, and older adult.

Comments:
-----------

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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

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

Print Name of Board

<b>Filer Information</b> <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 Pl., San Francisco, CA 94102	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

S:\ALL FORMS\2008\Form SFEC-126 Contractors doing business with the City 11.08.doc

