



CONTRACT PURCHASE ORDER RELEASE
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000278
PO AMOUNT: \$7,469,020.00

TO: PROGRESS FOUNDATION
368 FELL ST
SAN FRANCISCO CA 94102-5144

PO PRINT DATE: 12/17/2010
CONTACT: STEVE FIELDS
PHONE : 415-861-0828-11
VENDOR ID: 15017

TERMS: NET
FOB : DEST

ISSUE DATE : 12/23/2010

BPO # : BPHM11000023 <<
EFF. DATE : 07/01/2010
EXP. DATE : 12/31/2015

DELIVER TO: 1380 HOWARD ST 4TH FLOOR
SAN FRANCISCO CA 94103-0000

AUTHORIZED SIGNATURE: _____

DATE : 12/17/2010
PHONE: _____

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

INVOICE TO: SUBSTANCE ABUSE & FORENSICS (HMI01)
1380 HOWARD ST - RM 444
SAN FRANCISCO CA 94103-0000

TERMS:

THIS CONTRACT PURCHASE ORDER AND THE ACCOMPANYING SIGNED CONTRACT
AUTHORIZE YOU TO BEGIN PERFORMING THE CONTRACT AND INVOICING THE
CITY. THIS IS SUBJECT TO THE TERMS AND CONDITIONS IN THE CONTRACT. ANY
TERMS AND CONDITIONS ON THE REVERSE OF THIS DOCUMENT DO NOT APPLY.

YOU MUST INCLUDE THE CONTRACT PURCHASE ORDER NUMBER ON ALL INVOICES.

standards set by the City; (2) Pay the covered employee \$1.50 for each hour a covered employee works on this contract, not to exceed \$60 per week.

14. 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.

15. 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 three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. 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.

16. Nondiscrimination; Penalties. (a) **Contractor Shall Not Discriminate.** In the performance of this contract, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor. (b) **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the S.F. Admin. 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 contract. (c) **Nondiscrimination in Benefits.** Contractor does not as of the date of this contract and will not during the term of this contract, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, 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, and any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in Admin. Code Sec. 12B.2(b). (d) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the Admin. Code are incorporated in this Section by reference and made a part of this contract as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this under such Chapters including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Sec. 12B.2(h) of the S.F. Admin. 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 contract may be assessed against Contractor and/or deducted from any payments due Contractor.

17. Minority/Women/Local Business Utilization; Liquidated Damages. a. Compliance. Contractor understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization Ordinance-IV") of the San Francisco Administrative Code and agrees to include this paragraph in all subcontracts made in fulfillment of the Contractor's obligations under this contract. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth. Contractor's willful failure to comply with Chapter 12D.A is a material breach of contract.

b. Enforcement. If Contractor willfully fails to comply with any of the provisions of Chapter 12D.A, the rules and regulations implementing Chapter 12D.A, or the provisions of this contract pertaining to MBE or WBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this contract, or 10% of the total amount of this contract, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission (HRC) may also impose other sanctions against Contractor authorized in Chapter 12D.A, 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 MBE or WBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to §12D.A.16(B).

By entering into this contract, 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 Chapter 12D.A for a period of three years following termination of this contract, and shall make such records available for audit and inspection by HRC or the Controller upon request.

18. MacBride Principles--Northern Ireland. 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 urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

19. Tropical Hardwoods and Virgin Redwood. The City 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. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the S.F. Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Environment Code Secs. 802(b) and 803(b), Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood product, virgin redwood or virgin redwood product. Failure of Contractor to comply with any part of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

20. Resource Conservation. Contractor agrees to comply fully with the San Francisco Environment Code, Chapter 5 ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

21. Earned Income Credit Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) Contractor shall provide the EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable contract or contract amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (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 the contract.

(b) Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the contract.

(c) If within thirty (30) days after the 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 (30) 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 the terms of the contract or under applicable law.

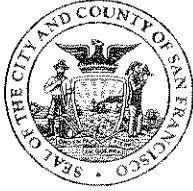
22. Sunshine Ordinance. Information bidders or Contractors provide City that is covered by Admin. Code Sec. 67.24 (e.g., bids, responses to RFPs, and all records of communications between City and persons or firms seeking contracts) will be made available to the public upon request. This applies to unsuccessful bidders as well as to entities who are awarded contracts.

23. Limitations on Contributions. 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 or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations of the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

24. 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 contract. 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 contract, 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.

25. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Contract 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.

26. 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.



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COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000278
PO AMOUNT: \$7,469,020.00

ITEM	COMMODITY ID	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
1	7400-20 SVC,MED/HLTH;CMH (COMMUNITY MENTAL HEALTH)	EA	N	1.00	7,284,773.0000	7,284,773.00

BLANKET AGREEMENT WITH PROGRESS FOUNDATION:

JULY 1, 2010 THROUGH JUNE 30, 2011	\$14,938,041
JULY 1, 2011 THROUGH JUNE 30, 2012	\$14,938,041
JULY 1, 2012 THROUGH JUNE 30, 2013	\$14,938,041
JULY 1, 2013 THROUGH JUNE 30, 2014	\$14,938,041
JULY 1, 2014 THROUGH JUNE 30, 2015	\$14,938,041
JULY 1, 2015 THROUGH DECEMBER 31, 2015	\$ 7,469,021
TOTAL JULY 1, 2010 THROUGH DECEMBER 31, 2015	\$82,159,226
PLUS: CONTINGENCY AMOUNT	\$ 9,859,107
LESS: BPHM07000031 AMOUNT RELEASED	(\$ 7,469,021)
BLANKET TOTAL AMOUNT:	\$84,549,312.00

2	7400-20 SVC,MED/HLTH;CMH (COMMUNITY MENTAL HEALTH)	EA	N	1.00	184,247.0000	184,247.00
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JULY 1, 2010 THROUGH JUNE 30, 2011	\$14,938,041
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TOTAL JULY 1, 2010 THROUGH DECEMBER 31, 2015	\$82,159,226
PLUS: CONTINGENCY AMOUNT	\$ 9,859,107
LESS: BPHM07000031 AMOUNT RELEASED	(\$ 7,469,021)
BLANKET TOTAL AMOUNT:	\$84,549,312.00

TOTAL ITEMS AMOUNT	\$7,469,020.00
SALES TAX	\$.00
INVOICE AMOUNT	\$7,469,020.00

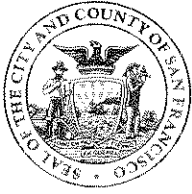
A. Commercial Terms

1. **Electrical Products.** If an electrical item has not been tested by a lab approved by City's Dept. of Building Inspections, Contractor will so notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are: American Gas Assn.; Applied Research Labs; Electro-Test, Inc.; ETS Testing Labs; Factory Mutual Research; Gas & Mechanical Lab; Underwriters Labs. When a non-tested item is delivered, the department will request approval from Dept of Public Works. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.
2. **F.O.B. Point.** F.O.B. destination in San Francisco, freight prepaid and allowed.
3. **Contract Interpretation; Venue; Assignment.** Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.
4. **Failure to Deliver.** If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract: such article or service may be bought from any source by Purchasing and if a greater price than that named in the contract be paid for such article or service, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required; or, the City may terminate the contract for default; or, the City may return deliveries already made and receive a refund.
5. **Cash Discounts; Terms of Payment.** The discount period will start upon date of completion of delivery of all items, upon the date of the issuance of this contract, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City warrant or check. It is understood and agreed that no additional charge shall accrue against City if City does not make payment within any time specified by bidder.
6. **Taxes.** City is exempt from federal taxes except on articles for resale. Contractor will enter state and local sales or use tax, and other excise tax if applicable, on invoices.
7. **Proposal, Quotation and Attachments.** This contract incorporates by reference the provisions of any related bid request issued by City, any bid submitted by contractor, or both. This contract incorporates by reference the provision of any attachments.
8. **Hold Harmless and 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, or loss of or damage to property, resulting directly or indirectly from contractor's performance of this contract, 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 and except where such loss, damage, injury, liability or claim is the result of 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 attorney's 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 of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to the supplied in the performance of this contract.
9. **Provisions Controlling.** Contractor agrees that in the event of conflicting language between this contract and Contractor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the contractor's terms and conditions attempting to nullify City terms and conditions or to resolve language conflicts in favor of the contractor's terms and conditions.
10. **Waiver.** The waiver by either party of any breach by contractor of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.
11. **Termination and Termination for Convenience.** In the event Contractor fails to perform any of its obligations under this contract, in addition to any other remedies available to City, this contract may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days' written notice to Contractor. No new work will be undertaken, and no new deliveries will be made, after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, under this contract to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's nonperformance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise. City may terminate this Contract for City's convenience and without cause at any time by giving Contractor thirty days' written notice of such termination. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, pursuant to this contract, to the satisfaction of the City up to the date of termination. In no event will City be liable for costs incurred by Contractor after receipt of a notice of termination. Such nonrecoverable costs include, but are not limited to, anticipated profits on this contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent

Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the contract after receipt of the termination notice.

B. Terms Required by City Ordinances

12. **Minimum Compensation Ordinance ("MCO") -- Service Contracts only.** Chapter 12.P of the S.F. Admin. Code is incorporated herein by reference, and Contractor agrees to comply with the MCO in performing this contract. The text of the MCO is available on the Living Wage/Living Health Division website at <http://www.sfgov.org/occa/lwh.htm>. In addition to any other MCO provisions that may be applicable to Contractor, Contractor agrees to abide by the following terms:
 - (a) For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this contract, Contractor shall provide to the Covered Employee no less than the Minimum Compensation.
 - (b) Contractor understands and agrees that the failure to comply with the foregoing requirement of the MCO shall constitute a material breach by Contractor of the terms of this contract. The City, acting through its Contracting Department, shall determine whether such a breach has occurred.
 - (c) If, within 30 days after receiving written notice of a breach of this contract 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, acting through its Department of Purchasing, shall have the right to pursue any rights or remedies available under the terms of this contract, Chapter 12.P or other applicable law.
 - (d) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.
 - (e) 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.
 - (f) Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.
 - (g) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO.
 - (h) The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five business days to respond.
 - (i) The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this contract. Nothing in this contract is intended to preclude the City from investigating any report of an alleged violation of the requirements of this contract relating to the MCO.
 - (j) Any Contractor subject to the provisions of this Chapter shall promptly notify the City of any subcontractors performing services covered by this Chapter and shall certify to the City that it has notified the subcontractors of their obligations under this Chapter.
 - (k) Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue all lawful remedies in the event of a breach by Contractor of subsections (a) and (b).
 - (l) If Contractor is exempt from the MCO when this contract is executed because the cumulative amount of contracts with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into a contract or contracts that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this contract. This obligation arises on the effective date of the contract that causes the cumulative amount of contracts between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.
13. **Health Care Accountability Ordinance (HCAO) -- Service contracts lasting 1 year or more only.** Chapter 12.Q of the S.F. Admin. Code is incorporated herein by reference, and Contractor agrees to comply with the HCAO in performing this contract. The text of the HCAO is available on the Living Wage/Living Health Division website at <http://www.sfgov.org/occa/lwh.htm>. The following is a general description of Contractor's responsibilities for providing health coverage to covered employees. See Chapter 12.Q for specific requirements, exemptions, other obligations, etc.
 - (a) For covered employees who live in San Francisco, or who provide covered services in San Francisco or at the S.F. Airport or at the San Bruno Jail, Contractor must do one of the following: (1) Offer health plan benefits that meet minimum standards set by the City; (2) Pay the City \$1.50 for each hour a covered employee works on this contract, not to exceed \$60 per week; (3) Participate in a health benefits program developed by the City.
 - (b) For covered employees who do not live in San Francisco and who provide covered services outside of San Francisco, not at the S.F. Airport, and not at the San Bruno Jail, Contractor must do either of the following: (1) Offer health plan benefits that meet minimum

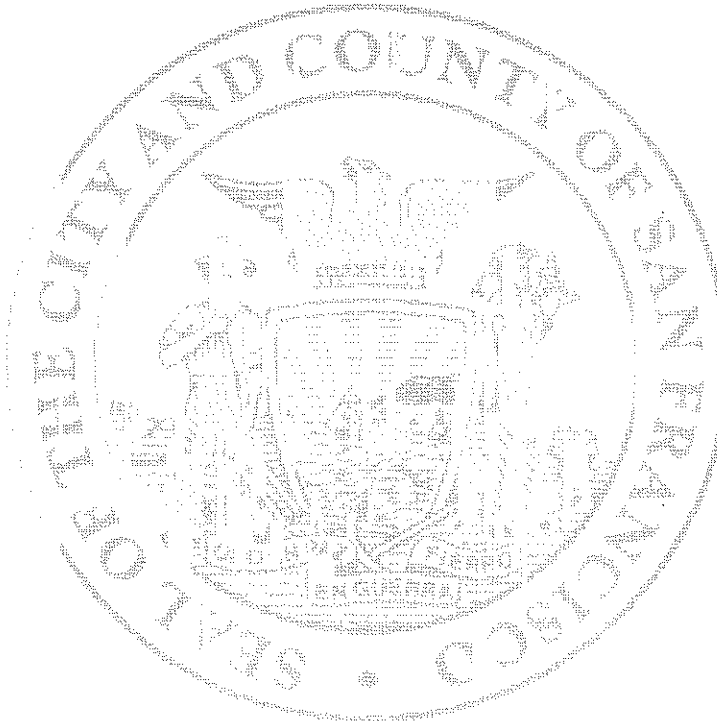


CONTRACT PURCHASE ORDER RELEASE
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000278
PO AMOUNT: \$7,469,020.00

SFX INDEX	SUBOBJ	USERCODE	PROJCT	PRJDTL	GRANT	GRNTDTL	AMOUNT
01	HMHMCC730515	02789					7,284,773.00
02	HMH-CALW-BH	02789					184,247.00

							7,469,020.00



standards set by the City; (2) Pay the covered employee \$1.50 for each hour a covered employee works on this contract, not to exceed \$60 per week.

14. 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.

15. 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 three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. 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.

16. Nondiscrimination; Penalties. (a) **Contractor Shall Not Discriminate.** In the performance of this contract, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor. (b) **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the S.F. Admin. 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 contract. (c) **Nondiscrimination in Benefits.** Contractor does not as of the date of this contract and will not during the term of this contract, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, 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, and any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in Admin. Code Sec.12B.2(b). (d) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the Admin. Code are incorporated in this Section by reference and made a part of this contract as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this under such Chapters including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Sec. 12B.2(h) of the S.F. Admin. 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 contract may be assessed against Contractor and/or deducted from any payments due Contractor.

17. Minority/Women/Local Business Utilization; Liquidated Damages. a. **Compliance.** Contractor understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization Ordinance-IV") of the San Francisco Administrative Code and agrees to include this paragraph in all subcontracts made in fulfillment of the Contractor's obligations under this contract. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth. Contractor's willful failure to comply with Chapter 12D.A is a material breach of contract.

b. **Enforcement.** If Contractor willfully fails to comply with any of the provisions of Chapter 12D.A, the rules and regulations implementing Chapter 12D.A, or the provisions of this contract pertaining to MBE or WBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this contract, or 10% of the total amount of this contract, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission (HRC) may also impose other sanctions against Contractor authorized in Chapter 12D.A, 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 MBE or WBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to §12D.A.16(B).

By entering into this contract, 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 Chapter 12D.A for a period of three years following termination of this contract, and shall make such records available for audit and inspection by HRC or the Controller upon request.

18. MacBride Principles-Northern Ireland. 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 urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

19. Tropical Hardwoods and Virgin Redwood. The City 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. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the S.F. Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Environment Code Secs. 802(b) and 803(b), Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood product, virgin redwood or virgin redwood product. Failure of Contractor to comply with any part of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

20. Resource Conservation. Contractor agrees to comply fully with the San Francisco Environment Code, Chapter 5 ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

21. Earned Income Credit Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) Contractor shall provide the EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable contract or contract amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (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 the contract.

(b) Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the contract.

(c) If within thirty (30) days after the 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 (30) 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 the terms of the contract or under applicable law.

22. Sunshine Ordinance. Information bidders or Contractors provide City that is covered by Admin. Code Sec. 67.24 (e.g., bids, responses to RFPs, and all records of communications between City and persons or firms seeking contracts) will be made available to the public upon request. This applies to unsuccessful bidders as well as to entities who are awarded contracts.

23. Limitations on Contributions. 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 or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations of the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

24. 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 contract. 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 contract, 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.

25. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Contract 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.

26. 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.

ADPICS/FAMIS - FY 10-11
 CITY/COUNTY OF SAN FRANCISCO
 CONTRACT PURCHASE ORDER INPUT FORM

Original X
 Modification-Increase
 -Decrease
 Date Change Only

DOCUMENT NUMBER
 DPHM11000278

DEPARTMENT 82 Community Behavioral Health Services
 DEPARTMENT CONTROL NO HM-1-7011-CBHS
 DATE 10-15-2010 PAGE 1 OF 1

Complete for Contract Order type Agreements and Contracts

AMOUNT OF THIS ENCUMBRANCE \$7,469,020 TOTAL APPROVED CONTRACT \$ 92,018,333

OTHER DEPARTMENT INFORMATION OR NIN CMS #7011 CIVIL SERVICE RESOLUTION NO. 4153-09/10 (CBHS)

CONTRACTOR Progress Foundation VENDOR NO. 15017 SUFFIX: 01 DELIVER TO: Same
 ADDRESS 368 Fell Street SAN FRANCISCO, CA 94102 FINDER'S NO. 94-1716828 PHONE # (415) 861-0828
 SEND INVOICES IN DUPLICATE TO (Inter-Office) PH&P Accounting Office 1380 Howard St., Rm. 447 San Francisco, CA 94103

TERMS OF PAYMENT Monthly RETAINAGE REQUIRED, YES/NO: NO
 IF YES, AMOUNT OR %

COMMODITY OR SERVICE CODE #	DETAILED DESCRIPTION OF SERVICES AND PRODUCTS	INSURANCE REQUIRED	AMOUNT	EXPIRATION DATE	ATTACH
7400-20 (CMHS) PROFSERV -- BID	FY 2010-11 new award letter dated 9/22/10 rev#1. FY2010-2015 per RFP 23-2009	WORKER'S COMP	\$1,000,000	4/1/2011	<input checked="" type="checkbox"/>
		COMP. GEN. LIABILITY	\$1,000,000	6/30/2011	<input checked="" type="checkbox"/>
		AUTOMOBILE	\$1,000,000	6/30/2011	<input checked="" type="checkbox"/>
		UMBRELLA			<input type="checkbox"/>
		FIDELITY BOND/ COMM. BLANKET		6/30/2011	<input checked="" type="checkbox"/>
		OTHER INSURANCE	Prof. Liab. \$1,000,000	6/30/2011	<input checked="" type="checkbox"/>
			P500 (5/10)		<input checked="" type="checkbox"/>
		SYSTEM USE			<input type="checkbox"/>

Contract Term:	Original Award:	Contingency Awarded	Contingency Adjusted	Encumb. Total	Contingency New Balance	Blanket Total
07/01/10-12/31/15						
10/11 prev encumb. old BPO	\$ 7,469,021			\$ 7,469,020		
10/11 This encumb	\$ 7,469,020			\$ 7,469,020		
11/12 to be encumb	\$ 14,938,041					
12/13 to be encumb	\$ 14,938,041					
13/14 to be encumb	\$ 14,938,041					
14/15 to be encumb	\$ 14,938,041					
6 mos 7/1/15-12/31/15	\$ 7,469,021					
Total New BPO	\$ 82,159,226	\$ 9,859,107		\$ 14,938,040	\$ 9,859,107	\$ 92,018,333

PREPARED BY (Print) Carolyn McKenney Senior Administrative Analyst
 Phone # 255-3508 Fax # 252-3088

APPROVALS

APPROVED BY (Signature) (Print Name)

BOARD OR COMMISSION MATERIALS, SUPPLIES, & SERVICES - PURCHASER REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY CONTROLLER

Line No.	Document Number		Amount	Index Code	Sub-Object	User Code	Project		Grant		ADDENDUM ATTACHED <input type="checkbox"/>
	Number	Suffix					Project	Project Detail	Grant	Grant Detail	
1			7,284,772	00	HMHMCC730515	02789	SL 11/5/10				
2			184,247	00	HMH-CALW-BH	02789	Jan. 12 11/4/10				
	Total		7,469,020	00							

ADPICS/FAMIS - FY 10-11
CITY/COUNTY OF SAN FRANCISCO
CONTRACT PURCHASE ORDER INPUT FORM

Original	X
Modification-Increase	
Decrease	
Date Change Only	

DOCUMENT NUMBER

DPHM11000278

DEPARTMENT 82 Community Behavioral Health Services

DEPARTMENT CONTROL NO HM-1-7011-CBHS

DATE 10-15-2010 PAGE 1 OF 1

Complete for Contract Order type Agreements and Contracts

AMOUNT OF THIS ENCUMBRANCE \$7,469,020 TOTAL APPROVED CONTRACT \$ 92,018,333

OTHER DEPARTMENT INFORMATION OR LINK

CMS #7011

CIVIL SERVICE RESOLUTION NO

4153-09/10 (CBHS)

CONTRACTOR Progress Foundation
ADDRESS 368 Fell Street
San Francisco, CA 94102
VENDOR NO 15017 SUFFIX 01
FAX NO 94-1716828
PHONE # (415) 861-0828

DELIVER TO: Same

SEND INVOICES IN DUPLICATE TO (Inter-Office)
PH&P Accounting Office
1380 Howard St., Rm. 447
San Francisco, CA 94103

TERMS OF PAYMENT Monthly RETAINAGE REQUIRED, YES/NO: NO
IF YES, AMOUNT OR %

INSURANCE REQUIRED AMOUNT DATE ATTACH:
EXPIRATION

COMMODITY OR SERVICE CODE # 7400-20 (CMHS)
PROFSERV - BID

DETAILED DESCRIPTION OF SERVICES AND PRODUCTS
FY 2010-11 new award letter dated 9/22/10 rev#1.
FY2010-2015 per RFP 23-2009

WORKER'S COMP	\$1,000,000	4/1/2011	<input checked="" type="checkbox"/>
COMP. GEN. LIABILITY	\$1,000,000	6/30/2011	<input checked="" type="checkbox"/>
AUTOMOBILE	\$1,000,000	6/30/2011	<input checked="" type="checkbox"/>
UMBRELLA			<input type="checkbox"/>
FIDELITY BOND/ COMM. BLANKET	(= initial pyt amt)	6/30/2011	<input checked="" type="checkbox"/>
OTHER INSURANCE-	Prof. Liab. \$1,000,000	6/30/2011	<input checked="" type="checkbox"/>
	P500 (5/10)		<input checked="" type="checkbox"/>

Contract Term:	Original Award:	Contingency Awarded	Contingency Adjusted	Encumb. Total	Contingency New Balance	Blanket Total
07/01/10-12/31/15						
10/11 prev encumb. old BPO	\$ 7,469,021			\$ 7,469,020		
10/11 This encumb	\$ 7,469,020			\$ 7,469,020		
11/12 to be encumb	\$ 14,938,041					
12/13 to be encumb	\$ 14,938,041					
13/14 to be encumb	\$ 14,938,041					
14/15 to be encumb	\$ 14,938,041					
6 mos 7/1/15-12/31/15	\$ 7,469,021					
Total New BPO	\$ 82,159,226	\$ 9,859,107		\$ 14,938,040	\$ 9,859,107	\$ 92,018,333

PREPARED BY (Print)
Carolyn McKenney
Senior Administrative Analyst
Phone # 255-3508 Fax # 252-3088

APPROVALS

MATERIALS, SUPPLIES, & SERVICES - PURCHASER

REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY

CONTROLLER

Line No.	Document Number		Amount	Index Code	Sub-Object	User Code	Project		Grant		ADDENDUM ATTACHED <input type="checkbox"/>
	Number	Suffix					Project	Project Detail	Grant	Grant Detail	
1			7,284,772	00	HMHMCC730515	02789					
2			184,240	00	HMH-CALW-BH	02789					
	Total		7,469,020	00							

CONTRACT SUMMARY INFORMATION

CMS CONTRACT NO: 7011

TYPE: New

CONTRACT AMOUNT: \$92,018,333

ENCUMBRANCE AMOUNT: \$7,469,020

CONTRACT BEGIN DATE: 07/01/2010

CONTRACT END DATE: 12/31/2015

VENDOR NAME: PROGRESS FOUNDATION

VENDOR ADDRESS: 368 FELL ST
SAN FRANCISCO, CA 94102

VENDOR PHONE: 415-861-0828-11

VENDOR FAX NO: 415-861-0257

VENDOR CONTACT PERSON: STEVE FIELDS

MBE/WBE/LBE:

VENDOR NO: 15017

BUSINESS TAX ID. NO/EXP: 377768 -

VENDOR FED. ID NO: 94-1716828

PROFIT/NON-PROFIT: NP

EQUAL BENEFITS: Y

SERVICE DESCRIPTION: 2010-2015.N.CBHS 10-11 new (

SOLICITATION TYPE/NO.	PUBL./APPR.	EXPIRES	CIVIL SERVICE NO.	MTG DATE	EXPIRES
RFP- 23-2009	07/31/2009	06/30/2015	4153-09/10	06/21/2010	06/30/2015

PROGRAM ADMINISTRATOR: Edwin Batongbacal

HEALTH COMMISSION:

CONTRACT OFFICER: Carolyn Mckenney

ACE NO. (AIDS Office):

DEPARTMENT: Public Health

SECTION: Mental Health

DIVISION: Population Health/Prev

ACTIVITY: Admin

FUNDING SOURCE	FROM	TO	FUNDING AMOUNT
General Fund	07/01/2010	06/30/2011	\$10,197,174
CalWorks	07/01/2010	06/30/2011	\$368,495
Realignment	07/01/2010	06/30/2011	\$4,372,372
General Fund	07/01/2011	06/30/2012	\$10,197,174
CalWorks	07/01/2011	06/30/2012	\$368,495
Realignment	07/01/2011	06/30/2012	\$4,372,372
General Fund	07/01/2012	06/30/2013	\$10,197,174
CalWorks	07/01/2012	06/30/2013	\$368,495
Realignment	07/01/2012	06/30/2013	\$4,372,372

To OCM Dir:

11/3/10

OCM Approval:

11/3/10 *[Signature]*

Status: 1) To Accounting: _____

3) To Accounting: _____

2) To Purchaser: _____

4) Certified: _____

FUNDING SOURCE	FROM	TO	FUNDING AMOUNT
General Fund	07/01/0013	06/30/2014	\$10,197,174
CalWorks	07/01/2013	06/30/2014	\$368,495
Realignment	07/01/2013	06/30/2014	\$4,372,372
General Fund	07/01/2014	06/30/2015	\$10,197,174
CalWorks	07/01/2014	06/30/0015	\$368,495
Realignment	07/01/2014	06/30/2015	\$4,372,372
Contingency funding	07/01/2010	12/31/2015	\$9,859,107
General Fund	07/01/2015	12/31/2015	\$7,469,020

FAML9560 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
VENDOR CLASS/STATUS CODE

10/21/2010
11:30 AM

VENDOR NUMBER: 15017 - PROGRESS FOUNDATION
VENDOR SUFFIX: 01

S	CLS	STA	DESCRIPTION	SRT	FRQ	DATE-1	DATE-2	PREF	%	CERTIFICATE
	BUS	NP	BU TX NONPROFIT							377768
	FO3	YES	HRC FORM3 PRIOR							
	HB	REQ	REQR 12B COMPLY				06/05/1997			
	HBC	YES	COMPLIES							
	HBN	YES	COMPLIES							
	HSL	LBE	SELFID LOC VEND							
	PRO	CBO	CODE NOT USED							
	PRO	NO	CODE NOT USED							

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F11-CLASS F12-STATUS
G014 - RECORD FOUND

PCHL2342 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
BLANKET PURCHASE ORDER WRITING

12/10/2010
11:02 AM

BPO/CONTRACT ID : BPHM11000023 ACTION IND : A COPY TYPE: (B/R)
PURCHASING TYPE : CB INTERFACE TYPE : BP PRINT : N (Y/N)
CONTRACT AMOUNT : 84,549,312.00 TERMS IND : N NOTE PAD : Y (Y/N)
REMAINING VALUE : CONTRACT ID :
EFFECTIVE DATE : 07/01/2010 ITB ID : AWARD:
EXPIRATION DATE : 12/31/2015 F.O.B. POINT : DEST STATUS: APPR
INSURANCE CERT : N DISCOUNT TERMS : N30 AUTO TL: N
CHANGE NO : MULTIPLE SCHED : N * :
BPO TITLE : PROGRESS FOUNDATION CREATE : 11/17/2010
DEPARTMENT : HMH COMMUNITY MENTAL HEALT UPDATE : 12/09/2010
BUYER : JSN JENNIFER SNYDER POST :
VENDOR/SUFFIX : 15017 / 01 PROGRESS FOUNDATION
ATTN-1:
ATTN-2:
ATTN-3:
STREET: 368 FELL ST

CITY: SAN FRANCISCO ST: CA ZIP: 94102-5144 CTRY: USA
PHONE : 415-861-0828-11 PURCH AUTHRTY : PROFSERV-BID
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-VIEW DOC
F7-DEPT SEC F8-SEL TERMS F9-LINK F10-SAVE F11-OTH KEY F12-PRINT
G112 - INQUIRY SUCCESSFUL

FCHL9100
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
ELECTRONIC NOTE PAD

12/10/2010
11:04 AM
PAGE 01 OF 01

BPO HEADER 2342

DOCUMENT ID : BPHM11000023

11/17/2010-REQUEST APPROVAL OF BPHM11000023 BY AGREEMENT WITH PROGRESS
FOUNDATION TO PROVIDE BEHAVORIAL HEALTH SERVICES.

NOTE: THE ORIGINAL CONTRACT AMOUNT IS \$92,018,333.00, BUT
\$7,469,021.00, INCLUDED IN THE AGREEMENT, HAS ALREADY BEEN
RELEASED FROM BPHM07000031. THEREFORE, THE NET BLANKET AMOUNT IS
\$84,549,312.00.

CONTRACT DOCUMENTS ARE ON ITS WAY TO OCA FOR APPROVAL.

11/23/10 REJECTED BACK TO DEPT. PLEASE RESUBMIT ONLY AFTER YOU HAVE SENT DOCS
CARMEN 4/6732

12/09/2010-RESUBMITTED BECAUSE RESOLUTION APPROVED BY BOARD OF SUPERVISORS.
CONTRACT DOCUMENTS ARE ON ITS WAY TO OCA FOR APPROVAL.

F1-HELP F2-INS LINE F3-DEL LINE F4-AUDIT F5-TOP F6-COPY LINE
F7-PRIOR PG F8-NEXT PG F9-LINK F10-SAVE F11-INS PAGE F12-DEL PAGE
G112 - INQUIRY SUCCESSFUL

PERSONAL SERVICES CONTRACT AWARD NOTICE

DATE: 10/15/2010

DEPARTMENT: Public Health DEPARTMENT NUMBER: 82

PERSONAL SERVICES CONTRACT NUMBER (PSC#): 4153-09/10

PERSONAL SERVICES CONTRACT APPROVAL DATE: 06/21/2010


WILL THIS CONTRACT BE AWARDED TO MULTIPLE CONTRACTORS? No

IF YES, THIS AWARD NOTICE IS FOR CONTRACTOR NUMBER _____ OF _____

CONTRACTOR: PROGRESS FOUNDATION

AMOUNT: \$92,018,333 DURATION: 7/1/2010 - 12/31/2015

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD.


Signature of Departmental Personal Services Contract (PSC) Coordinator

Jacquie Hale
Print or Type Name

554-2609
Telephone Number

NOTE: At the same time the contract is awarded, the department must submit this form to Personal Services Contracts, Department of Human Resources, 44 Gough Street, San Francisco, CA 94103

**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
Progress Foundation**

This Agreement is made this 1st day of July, 2010, in the City and County of San Francisco, State of California, by and between: **Progress Foundation**, 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 Behavioral Health Services, ("Department") wishes to provide Behavioral Health and Mental Health Residential Services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on 7/31/2009, 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 4153-09/10 (CBHS) on 7/31/2009;

Now, THEREFORE, the parties agree as follows:

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

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

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

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

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 1st day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Ninety Two Million Eighteen Thousand Three Hundred Thirty Three Dollars (\$92,018,333)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number and must conform to Appendix F. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the

City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance. If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at

City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

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

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

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

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

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

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

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

5) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement

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

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section:

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit 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.

16. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left blank by agreement of the parties. (Liquidated damages)

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

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

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|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 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:

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| 8. Submitting false claims | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement. |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. 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 sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City

a. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services under this Agreement, whether disclosed by the City or by the individuals themselves, shall be held in the strictest confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. Contractor understands and agrees that this duty of care shall extend to confidential information contained or conveyed in any form, including but not limited to documents, files, patient or client records, facsimiles, recordings, telephone calls, telephone answering machines, voice mail or other telephone voice recording systems, computer files, e-mail or other computer network communications, and computer backup files, including disks and hard copies. The City reserves the right to terminate this Agreement for default if Contractor violates the terms of this section.

c. Contractor shall maintain its books and records in accordance with the generally accepted standards for such books and records for five years after the end of the fiscal year in which Services are furnished under this Agreement. Such access shall include making the books, documents and records available for inspection, examination or copying by the City, the California Department of Health Services or the U.S. Department of Health and Human Services and the Attorney General of the United States at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California. This provision shall also apply to any subcontract under this Agreement and to any contract between a subcontractor and related organizations of the subcontractor, and to their books, documents and records. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. The City owns all records of persons receiving Services and all fiscal records funded by this Agreement if Contractor goes out of business. Contractor shall immediately transfer possession of all these records if Contractor goes out of business. If this Agreement is terminated by either party, or expires, records shall be submitted to the City upon request.

e. All of the reports, information, and other materials prepared or assembled by Contractor under this Agreement shall be submitted to the Department of Public Health Contract Administrator and shall not be divulged by Contractor to any other person or entity without the prior written permission of the Contract Administrator listed in Appendix A.

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: Office of Contract Management and Compliance
Department of Public Health

1380 Howard Street, Room 442
San Francisco, California 94102

FAX: (415) 252-3088
e-mail: Carolyn.McKenney@sfdph.org

And: **STEPHEN BANUELOS**
Community Behavioral Health Services
1380 HOWARD STREET
SAN FRANCISCO, CA 9403

FAX: (415)255-3657
e-mail: Stephen.banuelos@sfdph.org

To CONTRACTOR: **PROGRESS FOUNDATION**
368 Fell Street
San Francisco, CA 94102

FAX: (415) 861-0257
e-mail: sfields@progressfoundati
on.org

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 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the 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. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

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

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

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

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

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

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

44. Requiring Health Benefits for Covered Employees. Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

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

forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

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

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

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

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

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

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

l. City may conduct 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.

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. Effective June 1, 2007 Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City

will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties. (Slavery era disclosure)

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Dispute Resolution Procedure. A Dispute Resolution Procedure is attached under the Appendix G to address issues that have not been resolved administratively by other departmental remedies.

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

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: N/A (Insurance Waiver) Reserved
- D: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution
- H: Private Policy Compliance
- I: Emergency Response

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Progress Foundation



MITCHELL H. KATZ, M.D.
Director of Health

11/2/10

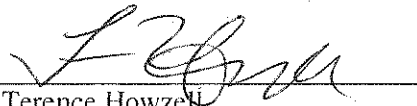
Date

Approved as to Form:

Dennis J. Herrera
City Attorney

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

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

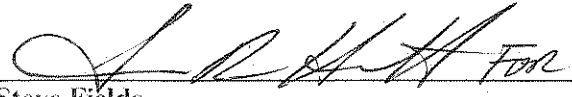


Terence Howzen
Deputy City Attorney

11/15/10

Date

Approved:

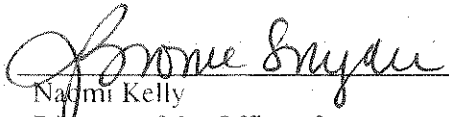


Steve Fields
Executive Director
368 Fell Street
San Francisco, CA 94102

11/2/10

Date

City vendor number: 15017



Naomi Kelly
Director of the Office of
Contract Administration and
Purchaser

12/15/10

Date

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Appendix A Services to be provided by Contractor

I. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Stephen Banuelos, 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. Grievance Procedure:

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

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. 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.

N. 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 completed on an annual basis.
- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Assurance Plan.
- O. Compliance With Grant Award Notices:

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

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

P. Compliance with Community Mental Health Services and Community Substance Abuse Services Policies and Procedures

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

2. **Description of Services**

Detailed description of services are listed below and are attached hereto

- Appendix A-1a La Posada
- Appendix A-1b Shrader
- Appendix A-1c Avenue
- Appendix A-2a La Amistad
- Appendix A-2b Progress House
- Appendix A-2c Cortland
- Appendix A-2d Ashbury
- Appendix A-2e Clay
- Appendix A-2f Dorine Loso House
- Appendix A-3 Seniors Program
- Appendix A-4 Supported Living
- Appendix A-5 Dore St. Residential
- Appendix A-6 Dore St. Urgent Care Clinic

1. Program Name:

A.1.a La Posada

Program Address: 810 Capp Street
San Francisco, CA 94110
Telephone: (415) 285-0810
Facsimile: (415) 285-2110

A.1.b Shrader House

Program Address: 50 Shrader Street
San Francisco, CA 94117
Telephone: (415) 668-4166
Facsimile: (415) 668-6357

A.1.c Avenues

Program Address: 1443 7th Avenue
San Francisco, CA 94122
Telephone: (415) 242-8034
Facsimile: (415) 242-8039

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

The goals of the Acute Diversion Units (ADU's) are to reduce the utilization of acute psychiatric in-patient beds, either by diversion from in-patient placement or reduction of inpatient length of stay, by providing an intensively staffed and community oriented 24-hour non-institutional alternative to hospitalization for individuals who require non-hospital acute psychiatric care. Services are designed to reduce and stabilize crisis situations for individuals experiencing an acute episode or situational crisis, to assess and augment the client's existing support system while encouraging the lowest possible level of psychotropic medications, and through skills building, to enable the client to move toward more independent living.

4. Target Population:

Progress Foundation will serve clients referred from SFGH Psychiatric Emergency Services and other psychiatric crisis services designated by Community Behavioral Health Services (CBHS). Clients confined in in-patient psychiatric units and approved by the CBHS Placement Team for placement at the ADU-level of care are also accepted. The ADUs may also accept urgent care referrals directly through the Progress Foundation Diversion Evaluation Team (DET) and Progress Foundation's Dore Street Clinic/Urgent Care Center.

ADUs provide 24-hour psychiatric residential treatment and rehabilitation and recovery services to San Francisco residents, aged 18 years and older, who require a highly

structured and supervised setting due to the crisis and/or acute nature of their condition. The program accepts referrals from crisis/emergency services, and from designated psychiatric inpatient units. All programs are designed to address clients with co-occurring mental health and substance abuse treatment needs. All admissions are voluntary. Persons on conservatorship may be referred.

The Acute Diversion Programs are authorized to accept individuals who have a primary Axis I mental health diagnosis; however, as many as 75% of clients served in the ADU's have been shown to have co-occurring disorders that include mental illness and substance use/abuse as well as other serious and limiting medical conditions and the programs are fully capable of providing dual services to those clients.

Each of the ADUs has a unique, but not exclusive, focus. Avenues serves clients with mobility disabilities. La Posada has the capacity to serve clients from San Francisco's diverse Spanish speaking cultures, with Spanish speaking staff on duty 24-hours. Shrader has a Transitional Youth, and transgender focus. While each program has a focus population, each ADU is able to serve members of the many diverse ethnic and cultural backgrounds in San Francisco, as well as those in several age groups.

5. Modalities / Interventions

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Crisis Residential Treatment Service

"Crisis Residential Treatment Service" means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program for beneficiaries as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not present medical complications requiring nursing care. The service supports beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems.

The service is available 24 hours a day, seven days a week. Service activities may include assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention.

Medication Support Services.

"Medication Support Services" means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication

education and plan development related to the delivery of the service and/or assessment of the beneficiary.

Service Units

- A. For La Posada, Avenues and Shrader House, the maximum length of stay will be two (2) weeks unless an extension is clinically indicated.
- B. One unit of Crisis Residential Treatment Service is one day of residence in the program.
- C. A unit of Medication Support Service is recorded in minutes.
- D. For FY 10-11 payment methodology will be based on a fee for service system.
- E. It is anticipated that La Posada will provide service to 195 individuals, Avenues to 235 individuals and Shrader House to 195 individuals.

6. Methodology

A. Describe outreach, recruitment, advertising

The ADU's are listed in the CBHS Organizational Manual, the Homeless Advocacy Resource Manual, Progress Foundation's website and other resource directories. Recruitment for staff positions involves posting the open position internally, and on various internet job listing websites, as well as on our website and sending notices to other non-profit mental health providers. Progress Foundation will recruit a representative percentage of staff who are bi-lingual, bi-cultural and/or gay/lesbian or transgender, in order to maximize the relevance of the programs to the needs of the San Francisco population. The agency's training program will continue to pay special attention to the specific program needs and styles relevant to various population groups that which we serve.

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

Clients are referred directly from SFGH PES with consultation and consent from DET in most cases. Referrals from local in-patient units are approved by the CBHS Placement Team and referred to the Progress Foundation Diversion Evaluation Team (DET) for review. Urgent referrals from community programs are referred directly to DET. DET reviews charts and may do face-to-face interviews with clients in PES, and inpatient units or at a client's current program. DET tracks open beds in the agency and schedules intake interviews with each program. Referrals will also come directly from Progress Foundation's Dore Clinic/Urgent Care Center. Clients go to the program for an intake interview which serves as an assessment tool for the program to determine the appropriateness of the ADU for this client at that point in the client's crisis and also serves as the basis upon which to build the treatment plan. Admission criteria are: client must be a resident of San Francisco County, have an Axis I mental health diagnosis, and deemed at-risk for inpatient admission if the ADU does not admit the client, and have a

health screen and PPD in the last 12 months. The client intake assessment includes a review of any substance abuse history in order to identify treatment needs, which may include substance abuse interventions both within and outside of the program. Individual counseling and special groups are designed to address co-occurring mental health and substance use/abuse issues. After completing the intake interview and being accepted into the program, clients fully participate in developing their own treatment plan, including the determination of attainable goals to work towards during their stay.

C. Describe service delivery model, hours of operations, length of stay, locations

The treatment model for all Progress Foundation programs is Social Rehabilitation and Recovery in 24-hour home-like settings. ADUs have an average length of stay of 2 weeks; Benefit Reviews are completed for clients requiring a longer length of stay. The program is staffed 24-hours with awake and alert staff and utilizes a normalizing and flexible environment to provide needed supports and opportunities for growth. The following is a broad overview of services provided and the methods of service delivery. At La Posada, groups may be conducted in Spanish in addition to English, according to the make-up the clients at the time of the group. All Staff receive training in the most effective ways to intervene with clients within the program's time frame.

I. Program services will be delivered in the context of guidelines which are specified in the most current CBHS Mental Health Plan which includes:

- a common definition of the priority target population,
- the use of common admission and discharge criteria,
- coordinated care for all clients,
- adult services with a single point of entry directly through CBHS identified Psychiatric Emergency Service programs *or* through the Placement Team which manages referrals from local in-patient services *or* urgent care referrals solely through Progress Foundation's DET and Dore Clinic/Urgent Care Center,
- system-wide standards of accountability based on cost, access, quality and outcomes.

II. The ADUs will maintain a non-institutional environment, even while working with clients in the most acute phase of their crises. Through the use of counselors (both professional and paraprofessional) under professional supervision, the programs will provide the necessary support and intervention to stabilize the immediate crisis. This will be done in conjunction with Psychiatric Emergency Services of San Francisco General Hospital.

III. Through the intake process and during the stabilization of the crisis the program staff will begin identifying the gaps in the client's support system and the specific pressures that led to the psychiatric crisis. The counselors and other program staff will work with the client and his/her existing support system (therapist, conservator, probation officer, family, case manager, etc.) to develop the support that is necessary for increased skills in independent living on an ongoing basis. This process will include planning for discharge from the first day

of admission, so that realistic plans can be developed within the target time limit. The program will work with other CBHS System of Care providers as appropriate.

IV. During the course of his/her stay, the client will assume incremental amounts of responsibility in the cooperative operation of the household and general community. At all times the program will work to involve the clients in the house operation, at appropriate levels. This process presents a realistic context in which the staff and clients can test strengths and abilities, as well as receive a specific sense of accomplishing tasks, in spite of emotional difficulties.

V. Clients will meet regularly with assigned coordinators from the staff to develop goals and evaluate progress toward these goals. Clients will be an integral part of the entire process of developing treatment plans and disposition recommendations.

VI. Twenty-four hour services will be provided to clients. Day program activities will fall into these distinct, but overlapping categories:

a. Structured group therapeutic activities designed to enhance crisis stabilization will be provided seven days a week for approximately four (4) hours each day. Activities will include: treatment plan and goals review, physical health (exercise/movement, nutrition, proper use of medical/dental resources), consumer education (medication information, patients' rights, and self-help groups), money management classes, home management classes, and a review of available resources to assist in successful independent living.

Pre-vocational activities will be developed, as appropriate given the short length of stay and tailored to individual levels, which will be designed to prevent the erosion of existent skills and to develop new skills and the self-perception of "ableness" necessary for vocational achievement.

b. Individually tailored activities will be scheduled approximately two (2) hours each afternoon. These activities will be the follow-up of the individual treatment plans that each client develops with his/her counselor including such activities as: attendance at Alcoholics Anonymous (AA), Dual Recovery Anonymous (DRA) or other outside substance abuse group meetings, application for public assistance grants, search for housing opportunities, attendance at a school or vocational training facility, attendance at volunteer or paid job and follow-up on application/interview process for lower level residential programs or housing.

c. Appointments with the staff psychiatrist will be scheduled within 72 hours for those clients who do not have a private psychiatrist. These scheduled meetings will be used to review the efficacy of current medication regimen and to renew or revise prescribed medications as

appropriate, and to provide an additional opportunity for medication education.

d. Appointments with a Nurse Practitioner or supervised nursing student will be available to each individual. This will ensure adequate health and wellness screening and health and drug education. Clients will also receive assistance with minor to moderate injuries as well as with physical health-related conditions adversely affecting the individuals' capacity for non-hospital psychiatric treatment.

In addition, regular group meetings may be held to address three general areas:

1. The practical operation of the household and the division of jobs.
2. Issues in the house and relationships between clients and between clients and the program, as well as individual clients' treatment issues.
3. Special groups, both ongoing and ad hoc, to meet specific needs of the house population. Particular emphasis will be placed on working with families of clients whenever such resources are available.

VII. Activities will be developed, particularly for the evening and weekend hours, that will explore ways of relaxing and enjoying the community resources on limited incomes. As much as possible, activities will be integral to the functioning and operation of the household itself, along practical lines. Included among day and evening activities will be community meetings, a family group for those residents for whom such a service is appropriate, treatment planning groups, and other activities preparatory to moving to a more independent setting. Meal planning, preparation and community dining are essential to the evening program hours.

VIII. The program will develop a practical Wellness & Recovery based model that is geared toward emphasizing the client's healthy potential to participate in his/her own rehabilitation process, as a member of the community, both within the house and in the community outside. The emphasis will be placed on the development of survival skills and a support system in the community, including linkage to case management services, entitlements, physical health and other mental health and social services. In all cases, whenever possible, these activities will be coordinated with the individual's CBHS case manager.

IX. There will be regular meetings between the ADUs and representatives of other relevant programs providing services to clients. The goal is to minimize problems and facilitate the exchange of information between the programs. Treatment planning regarding clients involved in more than one program will be done by the client and relevant staff members of both programs and, whenever

possible or appropriate, coordinated with the assigned CBHS Care Manager for the client. This process will include regular staff meetings with professional consultants to review cases.

X. During a client's stay at an ADU, the program psychiatrist will usually assume responsibility for medications. The program will refer clients for community medication support for a seamless medication support system when the client is discharged from the ADU.

XI. Medication monitoring follows policies and procedures established by the State of California Division of Community Care Licensing as well as the agency's medication policy (Policy and Procedures Manual, 10/06, Section 2, 2.06). Medications will be kept locked centrally in the program. Each client who is taking medications will have a log indicating amounts and frequency of medications. Counseling staff will observe the clients' actions in regard to medications, and will note in the med log whether or not medications were taken by the clients, in what quantity, and at what time. The program psychiatrist will review all medication levels on a regular basis, and will be primarily responsible for monitoring the medications of the client in the program. This monitoring will include supervision of the counseling staff.

D. Describe program's exit criteria and process, discharge planning

Exit criteria are determined on a case-by-case basis by conducting a Benefit Review, which is designed to determine whether or not if a client continues to stay would provide substantial rehabilitation and recovery benefit for the client. The discharge process is begun at admission via intensive and focused short-term treatment planning. Clients who are no longer in crisis and for whom additional treatment is unlikely to yield additional therapeutic benefit will be discharged.

Discharge planning is an integral part of each client's treatment plan and begins with the intake interview. Treatment plan goals are steps toward greater independence with an emphasis on planning for the next stage of treatment and housing. Counselors facilitate linkage between resources for clients, in order to create a wide support network to improve clients' readiness to live more independently.

E. Describe your program's staffing

Please see Appendix B

Section 7: Objectives and Measurements

Program objectives for 09-10 will continue until next contract revision.

A. PERFORMANCE/OUTCOME OBJECTIVES

OUTCOME A: IMPROVE CLIENT SYMPTOMS

A.1b. Applicable to: Adult and older adult mental health Acute Diversion Units (ADU)
Of those clients who remain in the program for a continuous 12 days or more, 80% will be discharged to a less restrictive level of care. Less restrictive levels of care are any programs other than PES, inpatient or long-term care.

Client Inclusion Criteria:

All clients discharged from the ADU between July 1, 2009 and June 30, 2010 and who have been in the program for a continuous 12 days or more.

Data Source:

CBHS Billing Information System - CBHS will compute.

Program Review Measurement:

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

OUTCOME B: OTHER MEASURABLE OBJECTIVES / PROCESS OBJECTIVES

Objective 6: Client Satisfaction

B.6b. During Fiscal Year 2009-2010, 100% of unduplicated clients who receive a face-to-face billable service during the survey period will be given and encouraged to complete a city-wide Client Satisfaction Survey.

Data Source:

Program Tracking Sheet and Program Self-Report

Program Review Measurement:

Objective will be evaluated based on the survey administration closest to the 12-months period from July 1, 2009 to June 30, 2010.

OUTCOME C: CONTINUOUS QUALITY IMPROVEMENT, PROGRAM PRODUCTIVITY AND SERVICE ACCESS

Objective 1. Program Productivity

C.1a. During Fiscal Year 2009-10, units of service (UOS) as specified below will be provided consisting of treatment, prevention, or ancillary services as specified in the unit of service definition for each modality and as measured by BIS and documented by counselors' case notes and program records.

- a. La Posada: 3,103 Residential Days/UOS; 30,000 Outpatient Minutes/UOS
- b. Shrader House: 3,103 Residential Days/UOS; 25,000 Outpatient Minutes/UOS
- c. Avenues: 3,723 Residential Days/UOS; 30,000 Outpatient Minutes/UOS

Date Source:

CBHS Billing Information System – DAS 800 DW Report or program records. For programs not entering data into BIS, CBHS will compute or collect documentation.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 5. Integration Preparedness

C.5a. Each program will complete a new self-assessment with the COMPASS every two (2) years (a new COMPASS must be completed every other fiscal year).

Data Source:

Program managers to review information sent to CBHSIntegration@sfdph.org via the shared folder to monitor compliance.

Program Review Measurement:

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

C.5b. Using the results of the most recently completed COMPASS (which must be completed every 2 years), each program will identify at least one program process improvement activity to be implemented by the end of the fiscal year using an Action Plan format to document this activity. Copies of the program Action Plan will be sent via email to CBHSIntegration@sfdph.org.

Data Source:

Each program will complete the COMPASS self assessment process and submit a summary of the scores to CBHSIntegration@sfdph.org. The program manager for each program will review completed COMPASS during the month of January and submit a brief memorandum certifying that the COMPASS was completed.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5c. Each behavioral health partnership will identify, plan, and complete a minimum of six (6) hours of joint partnership activities during the fiscal year. Activities may include but are not limited to: meetings, training, case conferencing, program visits, staff sharing, or other integration activities in order to fulfill the goals of a successful partnership. Programs will submit the annual partnership plan via email to CBHSIntegration@sfdph.org.

Data Source:

Program self report such as activity attendance sheets with documentation of time spent on integration activities. The program manager will certify documentation of this plan.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5d. Each program will select and utilize at least one of the CBHS approved list of valid and reliable screening tools to identify co-occurring mental health and substance abuse problems as required by CBHS Integration Policy (Manual Number: 1.05-01).

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings to be held by December 2009 and March 2010 will be included in the program review.

C.5e. During Fiscal Year 2009-10, each program will participate in one Primary Care partnership activity with the Department of Public Health or Public Health Consortium Clinic located in closest proximity to their program. Optimal activities will be designed to promote cooperative planning and response to natural disaster or emergency events, neighborhood health fairs to increase joint referrals, or mutual open house events to promote cross-staff education and program awareness.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5f. Providers will have all program service staff including physicians, counselors, social workers, and outreach workers each complete a self assessment of integration practices using the CODECAT.

Data Source:

Program self report with submission of document of staff completion of CODECAT sent to CBHSIntegration@sfdph.org. The program manager will document this activity.

Objective 6. Cultural Competency

C.6a. Working with their CBHS program managers, programs will develop three (3) mutually agreed upon opportunities for improvement under their 2008 Cultural Competency Reports and report out on the identified program-specific opportunities for improvement and progress toward these improvements by September 30, 2009. Reports should be sent to both program managers and the DPH/EEO.

Data Source:

Program managers will review progress utilizing the DPH Cultural Competency Report Evaluation Tool.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 8: Program and Service Innovation & Best Practices

C.8a. If applicable each program shall report to CBHS Administrative Staff on innovative and/or best practices being used by the program including available outcome data.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

8. Continuous Quality Improvement

A. Progress Foundation will provide administrative and clinical supervision from the Executive Director, the Director of Clinical Services, and the Deputy Director of Clinical Services, the Deputy Director of Clinical Administration, and other personnel from the administrative office of the agency.

B. The clients and program staff will meet every morning to discuss the specific plans of each client for each day. This meeting will allow the program staff to assess the status of each client and to review the appropriateness of the treatment plans. The program psychiatrist will be involved in regular meetings and/or consultations to assess the status of clients.

C. The Program Leadership Staff will provide supervision to the counseling staff. Supervisory sessions will center on in-service training and review of the counselor's work with individual clients. Treatment plans, counseling techniques, crisis intervention techniques, and discharge planning are all a focus of the supervision sessions. The Psychiatrist will have an active role in the education of staff in the areas of diagnosis, treatment and medication issues (effects, side effects, etc.).

D. The Director of Clinical Services or designee will regularly review client records and notes to assure that program practices and policies are being maintained in a professional manner. In addition, Progress Foundation conducts regular Continuous Quality Assurance (CQA) committee meetings.

E. Weekly staff meetings will be held to discuss specific house issues, particular client problems, and other general clinical issues. These meetings will allow the staff to assess the status of the program and to discuss changes made necessary because of the needs of the client population. Clients may be invited to attend the general session to discuss any issues they may wish to present to the staff.

F. Regular meetings between the CBHS Crisis Services, Progress Foundation urgent Care Center and the Progress Foundation Diversion Evaluation Team (DET) will be held, to discuss issues regarding referrals, as well as clinical concerns shared by the programs.

G. The Contractor agrees to abide by the Quality Management Plan of the State Department of Mental Health.

H. The Contractor agrees to operate in accordance with HIPAA Privacy and Security Rules. Each program has a HIPAA resource binder to centrally store the agency HIPAA Policies and Procedures and all other HIPAA related memos and documents.

I. The Contractor agrees to abide by the City's Harm Reduction Resolution and has integrated that philosophy into the treatment programs.

J. The Contractor agrees to make it a priority to deliver services in a culturally competent manner, with emphasis at each ADU in providing culturally and linguistically appropriate services to San Francisco's diverse communities, as well as being able to serve the general population of San Francisco's mental health clients. All Progress Foundation program staff receive training in Cultural Competency and continuing discussions of culturally competent service delivery in the programs. This provides ongoing evaluation and adjustment at the program level as well as agency wide.

Contractor: Progress Foundation
Program: TRTP
City Fiscal Year 10-11

Appendix A-2
Contract Term: 07/01/2010-06/30/2011

1. Program Name:

A.2.a La Amistad

Program Address: 2481 Harrison Street
San Francisco, CA 94110
Telephone: (415) 285-8100
Facsimile: (415) 285-2448

A.2.b Progress House

Program Address: 25 Beulah Street
San Francisco, CA 94117
Telephone: (415) 668-1511
Facsimile: (415) 668-1300

A.2.c Cortland House

Program Address: 77 Cortland Avenue
San Francisco, CA 94110
Telephone: 415-550-1881
Fax: 415-550-1791

A.2.d Ashbury House

Program Address: 212 Ashbury Street
San Francisco, CA 94117
Telephone: (415) 775-6194
Facsimile: (415) 775-1120

A.2.e Clay Street

Program Address: 2210 Clay Street
San Francisco, CA 94115
Telephone: (415) 776-4647
Facsimile: (415) 776-1018

A.2.f The Dorine Loso House

Program Address: 405 Baker Street
City, State, Zip Code: SF, CA 94117
Telephone: (415) 346-7775
Facsimile: (415) 346-7555

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

The goals of the Transitional Residential Treatment Programs (TRTP's) are to maximize individuals' efforts to achieve the highest possible level of self-sufficiency by implementing or continuing a rehabilitation and recovery process. TRTPs provide a diversion from, and an alternative to, institutional placement such as skilled nursing facilities and local acute hospitals, and promote rehabilitation and recovery from mental health conditions including those that co-occur with substance abuse disorders. Clients are encouraged and supported in the acquisition and effective application of survival and personal care skills, the development of personal support

systems, the development of needed educational and vocational training and preparation for more independent living.

Ashbury House has an additional goal of family preservation or reunification while providing mental health treatment to mothers who are at risk of losing, or have lost, custody of their children, and to facilitate collaboration between CBHS, Human Service Agency(HSA), the Department of Public Health (DPH) and other social service providers in serving this special population.

Clay Street and Dorine Loso House also have a separate focus to facilitate collaboration between CBHS, the Office of the Conservator, the IMD's (Institute for Mental Disease), and other social service providers in serving clients who have been confined, some for long periods of time, in locked psychiatric facilities and skilled nursing facilities. Both programs are wheel chair accessible.

All transitional programs will provide rehabilitative Day Treatment services as a part of the TRTP.

4. Target Population:

Progress Foundation's TRTPs will serve clients approved by the CBHS Placement Team and referred to Progress Foundation's Diversion Evaluation Team (DET). All programs are designed to serve clients with co-occurring substance abuse and mental health treatment needs. The length of stay will vary, but will average approximately 90 days at La Amistad, Progress House and Cortland House; and can be as long as 12 months at Ashbury House, Dorine Loso House and Clay Street. TRTP's will serve men and women, age 18 years and older, who require a structured setting, and who, if such a level of program were not available, are at risk of returning to institutional confinement or other higher levels of care. All admissions are voluntary, and the programs do accept referrals for conserved clients.

Progress House serves the general population of San Francisco public mental health clients, and provides Dialectical Behavioral Therapy (DBT) for targeted clients. La Amistad focuses on Spanish speaking clients and Transitional Youth, while also serving the general population of San Francisco public mental health clients and provides DBT services. Cortland focuses on clients from San Francisco's African American community. Ashbury House will serve women age 18 years and older who have 1 or 2 children under age twelve who will live with them in the program. Ashbury can serve clients with mobility disabilities and also provides DBT services. Clay Street and Dorine Loso House will serve men and women age 18 years and older who are referred from IMDs, psychiatric inpatient units, and crisis residential programs.

All clients are voluntary and have been assessed as able to return to community living and benefit from the rehabilitation program.

5. Modalities / Interventions

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Adult Residential Treatment Service

“Adult Residential Treatment Service” means rehabilitative services, provided in a non-institutional, residential setting, which provide a therapeutic community including a range of activities and services for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week. Service activities may include assessment, plan development, therapy, rehabilitation and collateral.

Day Rehabilitation

“Day Rehabilitation” means a structured program of rehabilitation and therapy to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development, which provides services to a distinct group of beneficiaries and is available at least three hours and less than twenty-four hours each day the program is open. Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral.

Service Units

A. All TRTP will provide psychiatric transitional residential treatment services, as well as day treatment (full day rehabilitative) services. One day of residence will provide one "adult residential" unit of service, and 4 hours or more of participation in the day treatment program will mean one "full day, day rehabilitative" unit of service. 40% of Ashbury's funding will come from CalWorks.

B. For FY 08-09, payment methodology will be based on a fee for service system.

C. It is anticipated that La Amistad will provide service to 75 individuals, Ashbury House will provide service to 15 individuals, Progress House and Cortland House will provide service to 40 individuals, and Dorine Loso House and Clay Street will provide service to 20 individuals each.

6. Methodology

A. Describe outreach, recruitment, advertising

The TRTP's are listed in the CBHS Organizational Manual, the Homeless Advocacy Resource Manual, Progress Foundation's website and other resource directories. Recruitment for staff positions involves posting the open position internally, and on various job listing websites, as well as on our website and sending notices to other non-profit mental health providers. Progress Foundation will recruit a representative percentage of staff who are bi-lingual, bi-cultural, and/or gay/lesbian or transgendered, in order to maximize the relevance of the programs to the needs of the San Francisco population. The agency's training program will continue to pay special attention to the specific program needs and styles relevant to various population groups.

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

Clients are referred directly from SFGH PES with consultation and consent from DET in most cases. Referrals from local in-patient units are approved by the CBHS Placement Team and referred to the Progress Foundation Diversion Evaluation Team (DET) for review. Urgent care referrals from community programs are referred directly to DET. DET reviews charts and may do face-to-face interviews with clients in PES, and inpatient units or at client's current program. DET tracks open beds in the agency and schedules intake interviews with the programs. Clients

go to the program for an intake interview which serves as an assessment tool for the program to determine the appropriateness of the program for this client at that point in the client's crisis and also serves as the basis upon which to build the treatment plan. Admission criteria are: client must be a resident of San Francisco County, have an Axis I mental health diagnosis, meet medical necessity criteria and have a health screen and PPD in the last 6 months. Clients may, but are not required to, attend a dinner or Day Treatment group at the program to help inform their decisions to enter the program. The client intake assessment includes a review of any substance abuse history in order to identify co-occurring substance abuse disorders and illuminate treatment needs which may include substance abuse interventions both within and outside of the program. Individual counseling and special groups are designed to address dual diagnosis issues. After completing the intake interview and being accepted into the program, clients participate in developing their own treatment plans including the determination of attainable goals to work towards during their stay.

C. Describe service delivery model, hours of operations, length of stay, locations

The treatment model for all Progress Foundation programs is Social Rehabilitation and Recovery, provided in home-like settings. The length of stay will vary, but will average approximately 90 days at La Amistad, Progress House and Cortland House, and up to 1 year at Clay, Dorine Loso House and Ashbury. The program is staffed 24-hours with awake and alert staff and utilizes a normalizing and relational-rich environment. The following is a broad listing of services and overview of service delivery in Progress Foundation TRTPs. At La Amistad these services are provided in Spanish, according to the house make-up.

Staff receive training in the most effective ways to intervene with clients within the program's time frame.

I. Program services will be delivered in the context of guidelines which are specified in the most current CBHS Mental Health Plan which includes:

- common definition of the priority target population,
- the use of common admission and discharge criteria,
- coordinated care for all clients,
- a single point of entry for services, through the Placement Team, except for diversions from psychiatric emergency services and,
- system wide standards of accountability based on cost, access, quality, and outcomes.

II. During the course of their stay in the programs, clients will be expected to assume incremental amounts of responsibility in the co-operative operation of the household and general community. At all times, the program will work to include the clients in the house operations. This process presents a realistic context in which clients can test strengths and abilities and receive a specific sense of accomplishing tasks in spite of emotional difficulties.

III. Regular group meetings will be held in each house:

- a. Morning planning groups, attended by all clients and on-duty staff, to evaluate the status of each client and to develop specific plans for the day.
- b. The community meeting to discuss problems within the house, plan outings,

assign house jobs and resolve other issues confronting the program.

c. Special groups, both on-going and ad hoc, to meet specific needs of the house population (such as groups held in Spanish at La Amistad). These groups may include symptom management, relapse prevention, daily living skills, medication education, a follow-up group or a pre-vocational group. DBT oriented groups are also offered.

d. At Ashbury House, clients will attend an on-site day treatment program five days per week. The program will include community meetings, symptom management, relapse prevention, skill building, processing and adjunctive therapy, parenting classes, advocacy groups, pre-vocational training, and personal and infant/child health education, as well as DBT oriented groups.

e. Clay Street, Dorine Loso House, La Amistad, Progress House and Cortland House will also provide on-site day treatment five days per week. A full range of verbal and non-verbal group meetings, community meetings, symptom management, relapse prevention, skill building, pre-voc, processing and adjunctive therapy as well as educational workshops aimed at developing a healthy existence in the community, will be offered.

VI. Activities will be developed, particularly for the evening and weekend hours, that will explore ways of relaxing and enjoying the community resources on limited incomes. As much as possible, activities will be integral to the functioning and operation of the household itself.

V. All the transitional residential treatment programs will utilize the opportunity for interaction between counselors and clients, in both formal and informal settings, to regularly assess the clients' progress toward independent living. The interactions will include regular meetings with staff to discuss progress towards mutually-determined goals.

VI. Most clients will be expected to have primary therapists or other supportive treatment outside of the house itself. This primary therapist or program will be responsible for prescribing medications and other formal therapy meetings. If there is no primary therapist or program, residential program staff will assist client to obtain one.

VII. Counselors will regularly coordinate treatment planning and on-going clinical issues with all relevant therapists and treatment programs with which each client is involved. This coordination will include the active involvement and participation of the client whenever possible.

VIII. If clinically indicated, clients will be expected to be responsible for their own medications with staff support and oversight and individualized plans incrementally increasing responsibility, otherwise medications will be centrally stored and monitored and recorded by staff according to State of California Division of Community Care Licensing standards.

IX. The programs will work in close collaboration with other CBHS System of Care

providers, and any other participating agencies or services, to provide rehabilitative, 24-hour care to clients.

X. The client intake assessment includes a review of any substance abuse history in order to identify treatment needs which may include substance interventions both within and outside of the program. Individual counseling and special groups are designed to address dual diagnosis issues. Staff receive training in the most effective ways to intervene with clients within the program's time frame.

D. Describe program's exit criteria and process, discharge planning

Exit criteria are determined on a case by case basis by evaluating client's progress toward treatment plan goals, to determine whether or not if a client continues to stay would provide substantial rehabilitation and recovery benefit for the client. The discharge process is begun at admission via intensive and focused short-term treatment planning. Clients who are no longer in crisis and experience a reduction of the problems which brought them into the program, such that there is a probability that they will succeed at the next level of care or follow-up program for continued treatment. Clients who are a danger to self or others will be referred to SFGH PES for evaluation. In the case of Ashbury House, clients with CPS cases are accepted into the program based on the status of their child custody cases, and, if re-unification is not a possibility, clients are discharged after losing or voluntarily surrendering custody of their children.

Discharge planning is an integral part of each client's treatment plan and begins with the intake interview. Treatment plan goals are steps toward greater independence with an emphasis on planning for the next stage of treatment and housing. Counselors facilitate linkage between resources for clients, in order to create a wide support network to improve clients' readiness to live more independently.

E. Describe your program's staffing

Please see Appendix B

Section 7: Objectives and Measurements

Program objectives for 09-10 will continue until next contract revision.

A. PERFORMANCE/OUTCOME OBJECTIVES

OUTCOME A: IMPROVE CLIENT SYMPTOMS

Objective A.1: Reduce Psychiatric Symptoms

A.1c. Of those clients who have been in the program for a continuous 60 days or more, 50% will have been referred for at least one outpatient (mode 15) service from a different provider during their TRTP stay or within 3 days of their TRTP discharge date.

Client Inclusion Criteria:

All clients discharged from the TRTP between July 1, 2009 and June 30, 2010, and have been in the program for a continuous 60 days.

Data Source:

CBHS Billing Information System - CBHS will compute.

Program Review Measurement:

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

OUTCOME B: OTHER MEASURABLE OBJECTIVES / PROCESS OBJECTIVES

Objective 6: Client Satisfaction

B.6b. During Fiscal Year 2009-2010, 100% of unduplicated clients who receive a face-to-face billable service during the survey period will be given and encouraged to complete a city-wide Client Satisfaction Survey.

Data Source:

Program Tracking Sheet and Program Self-Report

Program Review Measurement:

Objective will be evaluated based on the survey administration closest to the 12-months period from July 1, 2009 to June 30, 2010.

OUTCOME C: CONTINUOUS QUALITY IMPROVEMENT, PROGRAM PRODUCTIVITY AND SERVICE ACCESS

Objective 1. Program Productivity

C.1a. During Fiscal Year 2009-10, units of service (UOS) as specified below will be provided consisting of treatment, prevention, or ancillary services as specified in the unit of service definition for each modality and as measured by BIS and documented by counselors' case notes and program records.

- a. La Amistad: 4,033 Residential Days/UOS; 2,520 Day Treatment Days/UOS
- b. Progress House: 3,103 Residential Days/UOS; 2,210 Day Treatment Days/UOS
- c. Cortland House: 3,103 Residential Days/UOS; 2,060 Day Treatment Days/UOS
- d. Ashbury House: 3,102 Residential Days/UOS; 1,032 Day Treatment Days/UOS
- e. Clay Street: 4,654 Residential Days/UOS; 3,170 Day Treatment Days/UOS
- f. Dorine Loso House: 4,654 Residential Days/UOS; 3,315 Day Treatment Days/UOS

Date Source:

CBHS Billing Information System – DAS 800 DW Report or program records. For programs not entering data into BIS, CBHS will compute or collect documentation.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 5. Integration Preparedness

C.5a. Each program will complete a new self-assessment with the COMPASS every two (2) years (a new COMPASS must be completed every other fiscal year).

Data Source:

Program managers to review information sent to CBHSIntegration@sfdph.org via the shared folder to monitor compliance.

Program Review Measurement:

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

C.5b. Using the results of the most recently completed COMPASS (which must be completed every 2 years), each program will identify at least one program process improvement activity to be implemented by the end of the fiscal year using an Action Plan format to document this activity. Copies of the program Action Plan will be sent via email to CBHSIntegration@sfdph.org.

Data Source:

Each program will complete the COMPASS self assessment process and submit a summary of the scores to CBHSIntegration@sfdph.org. The program manager for each program will review completed COMPASS during the month of January and submit a brief memorandum certifying that the COMPASS was completed.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5c. Each behavioral health partnership will identify, plan, and complete a minimum of six (6) hours of joint partnership activities during the fiscal year. Activities may include but are not limited to: meetings, training, case conferencing, program visits, staff sharing, or other integration activities in order to fulfill the goals of a successful partnership. Programs will submit the annual partnership plan via email to CBHSIntegration@sfdph.org.

Data Source:

Program self report such as activity attendance sheets with documentation of time spent on integration activities. The program manager will certify documentation of this plan.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5d. Each program will select and utilize at least one of the CBHS approved list of valid and reliable screening tools to identify co-occurring mental health and substance abuse problems as required by CBHS Integration Policy (Manual Number: 1.05-01);

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings to be held by December 2009 and March 2010 will be included in the program review.

C.5e. During Fiscal Year 2009-10, each program will participate in one Primary Care partnership activity with the Department of Public Health or Public Health Consortium Clinic located in closest proximity to their program. Optimal activities will be designed to promote cooperative planning and response to natural disaster or emergency events, neighborhood health fairs to increase joint referrals, or mutual open house events to promote cross-staff education and program awareness.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5f. Providers will have all program service staff including physicians, counselors, social workers, and outreach workers each complete a self assessment of integration practices using the CODECAT.

Data Source:

Program self report with submission of document of staff completion of CODECAT sent to CBHSIntegration@sfdph.org. The program manager will document this activity.

Objective 6. Cultural Competency

C.6a. Working with their CBHS program managers, programs will develop three (3) mutually agreed upon opportunities for improvement under their 2008 Cultural Competency Reports and report out on the identified program-specific opportunities for improvement and progress toward these improvements by September 30, 2009. Reports should be sent to both program managers and the DPH/EEO.

Data Source:

Program managers will review progress utilizing the DPH Cultural Competency Report Evaluation Tool.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 8: Program and Service Innovation & Best Practices

C.8a. If applicable each program shall report to CBHS Administrative Staff on innovative and/or best practices being used by the program including available outcome data.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

8. Continuous Quality Improvement

A. Progress Foundation will provide administrative and clinical supervision from the Executive Director, the Director of Clinical Services, and the Deputy Director of Clinical Services and other personnel from the administrative office of the agency.

B. The clients and program staff will meet every morning to discuss the specific plans of each client for each day. This meeting will allow the program staff to assess the status of each client and to review the appropriateness of the treatment plans. The program consultant will be involved in regular meetings and/or consultations to assess the status of clients.

C. The Program Leadership Staff (Program Director and Assistant Program Director(s)) will provide the supervision of the counseling staff. Supervisory sessions will center on in-service training and review of the counselor's work with individual clients. Treatment plans, counseling techniques, crisis intervention techniques, and discharge planning are all a focus of the supervision sessions. The consultant will have an active role in the education of staff in the areas of diagnosis and medication issues (effects, side effects, etc.)

D. The Director of Clinical Services or designee will regularly review client records and notes to assure that program practices and policies are being maintained in a professional manner, as well as continue regular Continuous Quality Assurance (CQA) committee meetings.

E. Weekly staff meetings will be held to discuss specific house issues, particular client problems, and other general clinical issues. These meetings will allow the staff to assess the status of the program and to discuss changes made necessary because of the needs of the client population. Clients may be invited to attend the general session to discuss any issues they may wish to present to the staff.

F. Regular meetings between Progress Foundation Clinical Leadership and the TRTP Directors will occur to discuss issues regarding referrals, as well as clinical concerns shared by the programs.

G. The Contractor agrees to abide by the Quality Management Plan of the State Department of Mental Health.

H. The Contractor agrees to operate in accordance with HIPAA Privacy and Security Rules. Each program has a HIPAA resource binder to centrally store the agency HIPAA Policies and Procedures and all HIPAA related memos and documents.

I. The Contractor agrees to abide by the City's Harm Reduction Resolution and has integrated that philosophy into the treatment programs.

J. The Contractor agrees to make it a priority to deliver services in a culturally competent manner, with an emphasis at La Amistad on serving Spanish speaking clients, at Ashbury to serve homeless and/or CalWorks mothers, and at Clay and Dorine Loso House to serve individuals returning to the community from long term placement in a psychiatric facility. All Progress Foundation program staff receive training in Cultural Competency and continuing discussions of culturally competent service delivery in the programs. This provides ongoing evaluation and adjustment at the program level as well as agency wide.

1. Program Names: Carroll House and Rypins House (Seniors) (A3)

Carroll: 73 Anderson Street
San Francisco, CA 94110
Telephone: (415) 821-1610

Rypins: 1405 Guerrero Street
San Francisco, CA 94110
(415) 821-0697
Facsimile: (415) 821-3568 (Rypins only)

Rypins House Day Treatment

1405 Guerrero Street
San Francisco, CA 94110
Telephone: (415) 821-0697
Facsimile: (415) 821-3568

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

The Progress Foundation Seniors Program consists of Carroll House and Rypins House, which are Transitional Residential Treatment Programs (TRTP), and Rypins House Day Treatment. The goals of the program are: To maximize individuals' efforts to achieve the highest possible level of self-sufficiency by continuing the rehabilitation process begun in acute and sub-acute residential programs; to divert as many persons as possible from institutional placements, such as skilled nursing facilities, and "L" facilities, by providing an alternative setting. To reduce recidivism by providing a therapeutic setting in which individuals can grow toward independent living by emphasizing the acquisition and application of survival skills; development of personal support systems and placement of as many clients as possible in educational, volunteer and vocational or pre-vocational training situations, as well as in jobs in preparation for more independent living.

4. Target Population:

Progress Foundation's Seniors Program will serve clients approved by the CBHS Placement Team and referred to Progress Foundation's Diversion Evaluation Team (DET), and referrals from other service providers. Carroll and Rypins Houses and Rypins Day Treatment serve specifically clients aged 55 and over. The length of stay will vary, but will average approximately 70 days.

The Seniors Program will serve ambulatory men and women, age 55 years and older, who require a structured setting, and who, if such a level of program were not available, are at risk of returning to the hospital, skilled nursing facility or other more restrictive treatment settings. All admissions are voluntary and the program does accept referrals for conserved clients. As more than 50% of the Seniors Program clients have co-occurring substance use/abuse and mental health disorders, the program is designed to meet the treatment needs of this population.

In addition to current clients, the Day Treatment program has established six day slots for former residents in transition from the program to living in the community who require on-going rehabilitation and support during the daytime hours. Since not all the day treatment clients participate in the program five days a week, day services can be provided to more than six non-residential clients.

5. Modalities / Interventions

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Adult Residential Treatment Service.

“Adult Residential Treatment Service” means rehabilitative services, provided in a non-institutional, residential setting, which provide a therapeutic community including a range of activities and services for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week. Service activities may include assessment, plan development, therapy, rehabilitation and collateral.

Day Rehabilitation.

“Day Rehabilitation” means a structured program of rehabilitation and therapy to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development, which provides services to a distinct group of beneficiaries and is available at least four hours or more each day the program is open. Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral.

6. Methodology

A. Describe outreach, recruitment, advertising

Carroll and Rypins House are listed in the CBHS Organizational Manual, the Homeless Advocacy Resource Manual, Progress Foundation’s website and other resource directories. Recruitment for staff positions involves posting the open position internally, and on various job listing websites, as well as on our website and sending notices to other non-profit mental health providers. Progress Foundation will recruit a representative percentage of staff who are bi-lingual, bi-cultural, and/or gay/lesbian or Transgendered, with a focus on serving clients age 55 and over at the Seniors Program in order to maximize the relevance of the programs to the needs of the San Francisco population. The agency’s training program will continue to pay special attention to the specific program needs and styles relevant to various population groups.

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

Clients are referred directly from SFGH PES with consultation and consent from Progress Foundation's DET in most cases. Referrals from local in-patient units are approved by the CBHS Placement Team and referred to DET for review. Urgent care referrals are referred directly through DET, as are any other community referrals. Clients may be referred by case managers, therapists or other service providers. DET reviews charts and does face-to-face interviews with clients, if needed. DET tracks open beds in the agency and schedules intake interviews with the programs. Clients go to the program to do the intake interview which serves as an assessment tool for the program to determine the appropriateness of the program for this client at that point in the client's crisis and also serves as the basis upon which to build the treatment plan. Admission criteria are: client must be a resident of San Francisco County, age 55 or over, have an Axis I mental health diagnosis, and have a health screen and PPD in the last 6 months. Clients may, but are not required to, attend a dinner at the program or Day Treatment groups to help inform their decisions to engage in the program. The client intake assessment includes a review of any substance abuse history in order to identify treatment needs which may include substance abuse interventions both within and outside of the program. Individual counseling and special groups are designed to address co-occurring mental health and substance use/abuse issues. Staff receive training in the most effective ways to intervene with clients within the program's time frame. After completing the intake interview and being accepted into the program, clients fully participate in developing their treatment plan, including the determination of attainable goals to work towards during their stay.

C. Describe service delivery model, hours of operations, length of stay, locations

The treatment model for all Progress Foundation programs is Social Rehabilitation and Recovery in 24-hour home-like settings. The length of stay will vary, but will average approximately 70 days at Seniors Program. The program is staffed 24-hours with awake and alert staff and utilizes a flexible and normalizing environment.

I. Program services will be delivered in the context of guidelines which are specified in the most current CBHS Mental Health Plan which includes:

- common definition of the priority target population,
- the use of common admission and discharge criteria,
- coordinated care for all clients,
- a single point of entry for geriatric services, through the Placement Team, and
- system wide standards of accountability based on cost, access, quality, and outcomes.

II. During the course of their stay in the programs, clients are assisted in assuming incremental amounts of responsibility in the co-operative operation of the household. At all times, the program will work to include the clients in the house operations. This process presents a realistic context in which clients can

test strengths and abilities and receive a specific sense of accomplishing tasks in spite of emotional difficulties.

III. Regular group meetings will be held in each house.

- a. Morning planning groups, attended by all clients and on-duty staff, to evaluate the status of each client and to develop specific plans for the day.
- b. The community meeting to discuss problems within the house, plan outings, assign house jobs and resolve other issues confronting the program.
- c. Special groups, both on-going and ad hoc, to meet specific needs of the house population. These groups may include symptom management, daily living skills, medication education, a follow-up group or a pre-vocational group.

VI. Activities will be developed, particularly for the evening and weekend hours, that will explore ways of relaxing and enjoying the community resources on limited incomes. As much as possible, activities will be integral to the functioning and operation of the household itself.

V. All the transitional residential treatment programs will utilize the opportunity for interaction between counselors and clients, in both formal and informal settings, to regularly assess the clients' progress toward independent living. The interactions will include regular meetings with staff to discuss progress towards mutually-determined goals.

VI. Many clients also will have primary therapists or other supportive treatment outside of the house itself. This primary therapist or program will be included in relevant treatment decisions.

VII. Counselors will regularly coordinate treatment planning and on-going clinical issues with all relevant therapists and treatment programs with which each client is involved. This coordination will include the active involvement and participation of the client whenever possible.

VIII. If clinically indicated, clients will be assisted in learning to be responsible for their own medications, in all other cases medications will be centrally held and medication usage will be documented.

IX. The programs will work in close collaboration with other CBHS System of Care providers, and any other participating agencies or services, to provide rehabilitative, 24-hour care to clients.

X. The client intake assessment includes a review of any substance abuse history in order to identify treatment needs which may include substance interventions both within and outside of the program. Individual counseling and special groups are designed to address dual diagnosis issues. Staff receive training in the most effective ways to intervene with clients within the program's time frame. Clients also are encouraged, when appropriate, to attend other ongoing meetings in the community geared toward development of a clean and sober lifestyle.

XI. Appointments with a Nurse Practitioner or supervised nursing student will be available to each individual. This will ensure adequate health screening, health and wellness education, (in particular education about age related health issues) and drug education. Clients will also receive assistance with ambulatory injuries as well as with physical health-related conditions adversely affecting the individuals' capacity for non-hospital psychiatric treatment.

D. Describe program's exit criteria and process, discharge planning

Exit criteria are determined on a case by case basis by reviewing Progress Notes and Treatment Plans, to determine whether or not if a client continues to stay would provide substantial rehabilitation and recovery benefit for the client. The discharge process is begun at admission via intensive and focused short-term treatment planning. Clients who are stabilized and for whom additional treatment is unlikely to yield additional therapeutic benefit will be discharged. Reasons that clients may not be accepted into the program, or may be referred to another program or discharged are: a determination is made that the program/level of care does not meet the client's treatment needs; client engages in illegal activities (such as drug use in the program) and is unwilling to work on a plan to desist those activities; or client engages in a physical altercation in the program that put the staff and /or other clients at risk.

Discharge planning is an integral part of each client's treatment plan and begins with the intake interview. Treatment plan goals are steps toward greater independence with an emphasis on planning for the next stage of treatment and housing. Counselors facilitate linkage between resources for clients, in order to create a wide support network to improve clients' readiness to live more independently.

E. Describe your program's staffing.

Please see Appendix B

Section 7: OBJECTIVES AND MEASUREMENTS

Program objectives for 09-10 will continue until next contract revision.

A. PERFORMANCE/OUTCOME OBJECTIVES

OUTCOME A: IMPROVE CLIENT SYMPTOMS

Objective A.1: Reduce Psychiatric Symptoms

A.1c. Of those clients who have been in the program for a continuous 60 days or more, 50% will have been referred for at least one outpatient (mode 15) service from a different provider during their TRTP stay or within 3 days of their TRTP discharge date.

Client Inclusion Criteria:

All clients discharged from the TRTP between July 1, 2009 and June 30, 2010, and have been in the program for a continuous 60 days.

Data Source:

CBHS Billing Information System - CBHS will compute.

Program Review Measurement:

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

OUTCOME B: OTHER MEASURABLE OBJECTIVES / PROCESS OBJECTIVES

Objective 6: Client Satisfaction

B.6b. During Fiscal Year 2009-2010, 100% of unduplicated clients who receive a face-to-face billable service during the survey period will be given and encouraged to complete a city-wide Client Satisfaction Survey.

Data Source:

Program Tracking Sheet and Program Self-Report

Program Review Measurement:

Objective will be evaluated based on the survey administration closest to the 12-months period from July 1, 2009 to June 30, 2010.

OUTCOME C: CONTINUOUS QUALITY IMPROVEMENT, PROGRAM PRODUCTIVITY AND SERVICE ACCESS

Objective 1. Program Productivity

C.1a. During Fiscal Year 2009-10, units of service (UOS) as specified below will be provided consisting of treatment, prevention, or ancillary services as specified in the unit of service definition for each modality and as measured by BIS and documented by counselors' case notes and program records.

- a. Rypins House: 1,862 Residential Days/UOS; 4,120 Day Treatment Days/UOS
- b. Carroll House: 1,862 Residential Days/UOS

Date Source:

CBHS Billing Information System – DAS 800 DW Report or program records. For programs not entering data into BIS, CBHS will compute or collect documentation.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 5. Integration Preparedness

C.5a. Each program will complete a new self-assessment with the COMPASS every two (2) years (a new COMPASS must be completed every other fiscal year).

Data Source:

Program managers to review information sent to CBHSIntegration@sfdph.org via the shared folder to monitor compliance.

Program Review Measurement:

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

C.5b. Using the results of the most recently completed COMPASS (which must be completed every 2 years), each program will identify at least one program process improvement activity to be implemented by the end of the fiscal year using an Action Plan format to document this activity. Copies of the program Action Plan will be sent via email to CBHSIntegration@sfdph.org.

Data Source:

Each program will complete the COMPASS self assessment process and submit a summary of the scores to CBHSIntegration@sfdph.org. The program manager for each program will review completed COMPASS during the month of January and submit a brief memorandum certifying that the COMPASS was completed.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5c. Each behavioral health partnership will identify, plan, and complete a minimum of six (6) hours of joint partnership activities during the fiscal year. Activities may include but are not limited to: meetings, training, case conferencing, program visits, staff sharing, or other integration activities in order to fulfill the goals of a successful partnership. Programs will submit the annual partnership plan via email to CBHSIntegration@sfdph.org.

Data Source:

Program self report such as activity attendance sheets with documentation of time spent on integration activities. The program manager will certify documentation of this plan.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5d. Each program will select and utilize at least one of the CBHS approved list of valid and reliable screening tools to identify co-occurring mental health and substance abuse problems as required by CBHS Integration Policy (Manual Number: 1.05-01).

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings to be held by December 2009 and March 2010 will be included in the program review.

C.5e. During Fiscal Year 2009-10, each program will participate in one Primary Care partnership activity with the Department of Public Health or Public Health Consortium Clinic located in closest proximity to their program. Optimal activities will be designed to promote cooperative planning and response to natural disaster or emergency events, neighborhood health fairs to increase joint referrals, or mutual open house events to promote cross-staff education and program awareness.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5f. Providers will have all program service staff including physicians, counselors, social workers, and outreach workers each complete a self assessment of integration practices using the CODECAT.

Data Source:

Program self report with submission of document of staff completion of CODECAT sent to CBHSIntegration@sfdph.org. The program manager will document this activity.

Objective 6. Cultural Competency

C.6a. Working with their CBHS program managers, programs will develop three (3) mutually agreed upon opportunities for improvement under their 2008 Cultural Competency Reports and

report out on the identified program-specific opportunities for improvement and progress toward these improvements by September 30, 2009. Reports should be sent to both program managers and the DPH/EEO.

Data Source:

Program managers will review progress utilizing the DPH Cultural Competency Report Evaluation Tool.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 8: Program and Service Innovation & Best Practices

C.8a. If applicable each program shall report to CBHS Administrative Staff on innovative and/or best practices being used by the program including available outcome data.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

8. Continuous Quality Improvement

A. Progress Foundation will provide administrative and clinical supervision from the Executive Director, the Director of Clinical Services, the Deputy Director of Clinical Services and other personnel from the administrative office of the agency.

B. The clients and program staff will meet every morning to discuss the specific plans of each client for each day. This meeting will allow the program staff to assess the status of each client and to review the appropriateness of the treatment plans. The program psychiatrist will be involved in regular meetings and/or consultations to assess the status of clients.

C. The Program Leadership Staff will provide the supervision of the counseling staff. Supervisory sessions will center on in-service training and review of the counselor's work with individual clients. Treatment plans, counseling techniques, crisis intervention techniques, and discharge planning are all a focus of the supervision sessions. The Psychiatrist will have an active role in the education of staff in the areas of diagnosis and medication issues (effects, side effects, etc.)

D. The Director of Clinical Services or designee will regularly review client records and notes to assure that program practices and policies are being

maintained in a professional manner.

E. Weekly staff meetings will be held to discuss specific house issues, particular client problems, and other general clinical issues. These meetings will allow the staff to assess the status of the program and to discuss changes made necessary because of the needs of the client population. Clients may be invited to attend the general session to discuss any issues they may wish to present to the staff.

F. Regular meetings between the Seniors Leadership staff and Progress Foundation's DET will be included as appropriate to discuss issues regarding referrals, as well as clinical concerns shared by the programs.

G. The Contractor agrees to abide by the Quality Management Plan of the State Department of Mental Health.

H. The Contractor agrees to operate in accordance with HIPAA Privacy and Security Rules. Each program has a HIPAA resource binder to centrally store the agency HIPAA Policies and Procedures and all HIPAA related memos and documents.

I. The Contractor agrees to abide by the City's Harm Reduction Resolution and has integrated that philosophy into the treatment programs

J. The Contractor agrees to make it a priority to deliver services in a culturally competent manner. All Progress Foundation program staff receive training in Cultural Competency and continuing discussions of culturally competent service delivery in the programs. This provides ongoing evaluation and adjustment at the program level as well as agency wide.

1. Program Name:

A.4 Supported Living Program

Program Address: office: 711 Taraval Street
San Francisco, CA 94116
Telephone: (415) 752-3416
Facsimile: (415) 752-3483

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

The purpose of the program is to provide unobtrusive support to a client's own rehabilitative efforts while providing the most independent living possible. The counseling is designed to provide regular guidance, support and 24-hour/day, 7 days/week response capability. The thrust of this program is to assist those clients who have completed transitional Residential Treatment Programs (TRTP), yet are unable to assume full responsibility for forming independent group households and managing the stressors associated with completely independent living. This housing program is able to support the less well organized clients' efforts to achieve viable independent living skills in settings which fully replicate the potential housing situations available after completion of the program.

Specific goals are:

- To maintain independence levels achieved by clients while in the residential programs by providing supportive settings;
- To maximize the abilities of clients to function and contribute in the least restrictive, most normative setting possible through the provision of decreasing levels of support and structure;
- To develop cooperative apartments which are accessible, relevant and useful to the various ethnic minority and identified gay populations that comprise San Francisco;
- To provide support services to individuals who are living independently in the community. The support services will be available to individuals in the Independent Living sites specified in this contract upon request.

4. Target Population:

The SLP will serve target population clients in the Mental Health System following the criteria for admission to care specified by CBHS. Those eligible for the program are men and women with a minimum age limit of 18. The Supported Living Program (SLP) is able to serve clients with co-occurring mental health diagnoses and substance abuse disorders, and clients authorized for services by the City and County of San Francisco, clients must have an Axis I primary mental health diagnosis. Clients must be able to participate in the cooperative running of the apartment, or, in the case of Independent Living settings, live independently. The SLP accepts referrals for clients on

conservatorship. All clients in the cooperative apartment settings are required to have a full-time day program and a regular therapy setting outside of the program when appropriate. Clients in Independent Living sites are not required to participate in any programs or therapy as a condition of living in those units. However, individuals may require specialized services in order to maintain their living situations, and are assisted in accessing those services.

5. Modalities / Interventions

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Mental Health Services.

“Mental Health Services” means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

6. Methodology

A. Describe outreach, recruitment, advertising

The Supported Living Program is listed in the CBHS Organizational Manual, the Homeless Advocacy Resource Manual, Progress Foundation’s website and other resource directories. Recruitment for staff positions involves posting the open position internally, and on various job listing websites, as well as on our website and sending notices to other non-profit mental health providers. Progress Foundation will recruit a representative percentage of staff who are bi-lingual, bi-cultural and/or gay/lesbian or Transgendered, in order to maximize the relevance of the programs to the needs of the San Francisco population. The agency's training program will continue to pay special attention to the specific program needs and styles relevant to various population groups.

B. Describe your program’s admission, enrollment and/or intake criteria and process

The program provided is the Supported Living Program, a system of leased apartments and permanent housing sites where residents receive mental health, case management and crisis intervention services from the Supported Living Program staff. The Supported Living Program consists of two elements: (a) the Cooperative Apartments Program; (b) the Permanent Housing Program/Independent Living program. Clients for the Cooperative Apartments Program are referred by their case managers or other providers and must be approved by the CBHS Placement Team, and meet some of the same requirements as the Residential Treatment Programs, i.e. Axis I mental health diagnosis

and San Francisco residency. Clients have a face-to-face interview with a case manager for the program, as well as a tour of the apartment and introduction to prospective roommates, they may also attend the weekly house meeting to help inform their decision to move in or not, although it is not required. Residents in the Independent Living Program, have a face-to face interview to determine eligibility (applicants must have a mental illness) and tour of the open apartment. Services at Independent Living Program sites are voluntary, and those who do participate, can discontinue service at any time.

C. Describe service delivery model, hours of operations, length of stay, locations

The average length of stay at the Cooperative Apartments is 2 years, residents are not required to move, but many do so when they have completed their treatment program. The Independent Living Program Apartments are permanent housing; participation in services is not required.

I. Program services will be delivered in the context of guidelines which are specified in the most current CBHS Mental Health Plan which includes:

- a common definition of the priority target population,
- the use of common admission and discharge criteria,
- coordinated care for all clients,
- system wide standards of accountability based on cost, access, quality and outcomes.

II. In the Cooperative Apartment Program, staff will meet with each living group at least once a week to discuss on-going problems, interpersonal issues, and to assist in the planning of activities. This formal meeting will provide the opportunity to assess the progress of individual clients in the program.

III. In addition to this group meeting, each client will meet with a Supported Living Program case manager individually on average once a week. This component will begin to teach the use of the private therapy hour as the forum to discuss personal issues, resolve private conflicts and plan future rehabilitation efforts. For some clients, the completion of the Coop Program will find them living independently, engaged in meaningful, even paid, activities, and utilizing private sector weekly therapy as their primary therapeutic contact. The transition from mostly group treatments to mostly individual treatment takes place incrementally. The individual meetings will also provide the forum for involving collaborative counselors or therapists in the treatment and rehabilitation planning.

IV. Upon entering either the Cooperative Apartment Program or the Permanent Housing Program, if treatment services are selected, each client will work with a case manager to develop a treatment and rehabilitation plan. This plan will specify the goals of the client, an approximate time frame for achieving the goals, and a recommended approach to achieve them. This plan will form the basis of agreement between the client and the program. The program will emphasize client movement toward vocational training and work and volunteer or

educational activities.

V. The Supported Living Program Director and case managers will coordinate the clients' involvement in vocational programs. It is expected that clients will often enter the apartment program with a meaningful day activities either in place or planned. The goal of the program, in such a case, will be to work with the clients to move toward pre-vocational or vocational programs as soon as possible.

VI. On a monthly basis, members of all households will attend a joint meeting for the purpose of building relationships beyond the individual household and for large group educational forums and/or social activities.

VII. In the Permanent Housing Program, case managers will provide a range of services including counseling, crisis intervention, linkage to social, mental health and physical health services, and referral to other support services. Case managers will meet with clients on an as needed basis to assist the client in determining the range of services to be provided and the frequency of meetings to monitor progress.

VIII. The client intake assessment includes a review of any substance abuse history in order to identify treatment needs which may include substance interventions both within and outside of the program. Individual counseling, referrals and special groups are designed to address dual diagnosis issues. Staff receive training in the most effective ways to intervene with clients within the program's time frame. Clients also are encouraged, when appropriate, to attend other ongoing meetings in the community geared toward development of a clean and sober lifestyle

D. Describe program's exit criteria and process, discharge planning.

Although there is essentially no formal exit criteria for clients in the Cooperative Apartments or the Independent Living apartments, discharge or transition planning is discussed with the client beginning at admission via focused long-term treatment planning for those in services. When clinically appropriate, clients are encouraged to move towards more independent housing. For clients in the Independent Living Program, services are voluntary and eligibility for the housing is not contingent upon involvement in mental health services, so a client may elect to end services but continue to live in the apartment. Discharge from the Independent Living Program can be withdrawal from services, but not moving from the apartment.

Discharge planning is an integral part of each client's treatment plan and begins with the intake interview. Treatment plan goals are steps toward greater independence with an emphasis on planning for the next stage of treatment and housing. Case Managers facilitate linkage between resources for clients, in order to create a wide support network to improve clients' readiness to live more independently.

E. Describe your program's staffing

Please see Appendix B

Section 7: Objectives and Measurements

Program objectives for 09-10 will continue until next contract revision.

A. PERFORMANCE/OUTCOME OBJECTIVES

OUTCOME A: IMPROVE CLIENT SYMPTOMS

Objective A.1: Reduce Psychiatric Symptoms

A.1d. Applicable to: Supported Housing Programs

After the first 60 days of enrollment, no more than 10% of clients will have a psychiatric hospitalization while in supported housing programs.

Client Inclusion Criteria:

Conard House, Baker and Progress - All clients who have been in the program for at least 60 continuous days.

Data Source:

CBHS Billing Information System - CBHS will compute.

Program Review Measurement:

Objective will be evaluated based on clients who are open in the program anytime during the 12-month period from July 1, 2009 to June 30, 2010, and have been enrolled in the program for at least 60 continuous days.

A.1e. 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

50% of clients who have been served for two months or more will have met or partially met their treatment goals at discharge.

Client Inclusion Criteria:

Clients discharged between July 1, 2009 and June 30, 2010 who have been served continuously for 2 months or more.

Data Source:

BIS Reason for Discharge Field.

Program Review Measurement:

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

OUTCOME 3: IMPROVE CLIENT FUNCTIONING

Objective A.3a: Increase Stable Living Environment

A.3a. 35% of clients who 1) completed a discharge or annual CSI during this period; 2) have been open in the program for at least one year as of the date of this latest administration of CSI; and 3) were reported homeless at their immediately preceding completion of CSI will be reported in a stable living situation or an appropriate residential treatment facility at the latest CSI.

Data Source:

BIS Living Situation Codes

Program Review Measurement:

Objective will be evaluated based on the 12-months period from July 1, 2009 – June 30, 2010.

B. OTHER MEASURABLE OBJECTIVES/PROCESS OBJECTIVES

Objective 5. Documentation/Authorization

B.5a. At least 90% of a sample reviewed by CBHS of open, active clients (defined as those having received a billable service in a program within 90 days) will have a current authorization, and 100% will have a current plan of care. Programs with multiple non-exempt reporting units will have data from those RUs combined before computation.

Data Source:

PURQC oversight audit. A random sample generated by CBHS and proportional to program caseload but not more than 25 clients will be used for PURQC oversight.

Objective 6: Client Satisfaction

B.6b. During Fiscal Year 2009-2010, 100% of unduplicated clients who receive a face-to-face billable service during the survey period will be given and encouraged to complete a city-wide Client Satisfaction Survey.

Data Source:

Program Tracking Sheet and Self-Report

Program Review Measurement:

Objective will be evaluated based on the survey administration closest to the 12-months period from July 1, 2009 to June 30, 2010.

C. CONTINUOUS QUALITY IMPROVEMENT, PRODUCTIVITY & ACCESS

Objective 1. Program Productivity

C.1a During Fiscal Year 2009-10, 268,396 minutes/units of service (UOS) will be provided, consisting of treatment, prevention or ancillary services as specified in the unit of service definition for this modality and as measured by BIS and documented in counselors' case notes and program records.

Data Source:

CBHS Billing Information System – DAS 800 DW Report or program records. For programs not entering data into BIS, CBHS will compute or collect documentation.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the first two quarterly meetings held by March 2009 will be included in the program review.

Objective 5. Integration Preparedness

C.5a. Each program will complete a new self-assessment every two years. A new COMPASS must be completed every other fiscal year.

Data source:

Program Managers to review information sent to CBHSIntegration@sfdph.org via the shared folder to monitor compliance.

Program Review Measurement:

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

C.5b. Using the results of the most recently completed COMPASS (which must be completed every 2 years), each program will identify at least one program process improvement activity to be implemented by the end of the fiscal year using an Action Plan format to document this activity. Copies of the program Action Plan will be sent via email to CBHSIntegration@sfdph.org.

Data Source:

Each program will complete the COMPASS self assessment process and submit a summary of the scores to CBHSIntegration@sfdph.org. The program manager for each program will review completed COMPASS during the month of January and submit a brief memorandum certifying that the COMPASS was completed.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2009 will be included in the program review.

C.5c. Each behavioral health partnership will identify, plan, and complete a minimum of six (6) hours of joint partnership activities during the fiscal year. Activities may include but are not limited to: meetings, training, case conferencing, program visits, staff sharing, or other integration activities in order to fulfill the goals of a successful partnership. Programs will submit the annual partnership plan via email to CBHSIntegration@sfdph.org.

Data Source:

Program self report such as activity attendance sheets with documentation of time spent on integration activities. The program manager will certify documentation of this plan.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2009 will be included in the program review.

C.5d. Each program will select and utilize at least one of the CBHS approved list of valid and reliable screening tools to identify co-occurring mental health and substance abuse problems as required by CBHS Integration Policy (Manual Number: 1.05-01).

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings to be held by December 2009 and March 2010 will be included in the program review.

C.5e. During Fiscal Year 2008-09, each program will participate in one Primary Care partnership activity with the Department of Public Health or Public Health Consortium Clinic located in closest proximity to their program. Optimal activities will be designed to promote cooperative planning and response to natural disaster or emergency events, neighborhood health fairs to increase joint referrals, or mutual open house events to promote cross-staff education and program awareness.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5f. Providers will have all program service staff including physicians, counselors, social workers, and outreach workers each complete a self assessment of integration practices using the CODECAT.

Data Source:

Program self report with submission of document of staff completion of CODECAT sent to CBHSIntegration@sfdph.org. The program manager will document this activity.

Objective 6. Cultural Competency

C.6a. Working with their CBHS program managers, programs will develop three (3) mutually agreed upon opportunities for improvement under their 2008 Cultural Competency Reports and report out on the identified program-specific opportunities for improvement and progress toward these improvements by September 30, 2009. Reports should be sent to both program managers and the DPH/EEO.

Data Source:

Program managers will review progress utilizing the DPH Cultural Competency Report Evaluation Tool.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 8: Program and Service Innovation & Best Practice

C.8a. If applicable each program shall report to CBHS Administrative Staff on innovative and/or best practices being used by the program including available outcome data.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

8. Continuous Quality Improvement

A. Progress Foundation will provide administrative and clinical supervision from the Executive Director, the Director of Clinical Services, the Deputy Director of Clinical Services and other personnel from the administrative office of the agency.

B. The Program Director will supervise and train the case manager in the development and implementation of rehabilitation and treatment plans.

C. The Program Director will meet as needed with Progress Foundation consulting psychiatrists or psychologists to discuss specific problems in the apartments.

D. Regular notes and written recovery and rehabilitation plans will be reviewed by the case manager and Program Director in a regular analysis of the progress of each client toward independent living. The documentation process will center on the acquisition of survival skills, and the development of support systems outside of the apartments.

E. The Program Director will maintain regular contact with other treatment and social service resources of each client in order to coordinate rehabilitation planning and implementation.

F. The Director of Clinical Services or designee will provide supervision to the Program Director and will periodically review client records to assure policies and procedures are being maintained in a manner consistent with the intent of the program.

G. The Contractor agrees to operate in accordance with HIPAA Privacy and Security Rules. Each program has a HIPAA resource binder to centrally store the agency HIPAA Policies and Procedures and all HIPAA related memos and documents.

H. The Contractor agrees to abide by the City's Harm Reduction Resolution and has integrated that philosophy into the treatment programs.

I. The Contractor agrees to make it a priority to deliver services in a culturally competent manner. All Progress Foundation program staff receive training in Cultural Competency and continuing discussions of culturally competent service delivery in the programs. This provides ongoing evaluation and adjustment at the program level as well as agency wide.

1. Program Name:

**A.5 Dore Residence
Crisis Residential Program**
Program Address:
52 Dore Street Unit 1
San Francisco, CA 94103
Telephone: (415) 553-3100
Facsimile: (415) 553-3199

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

The goals of Dore Residence, a crisis residential program, is to reduce the utilization of acute psychiatric in-patient beds, either by diversion from in-patient placement or reduction of inpatient length of stay, by providing an intensively staffed and community oriented 24-hour non-institutional alternative to hospitalization for individuals who require non-hospital acute psychiatric care. Services are designed to reduce and stabilize crisis situations for individuals experiencing an acute episode or situational crisis, to assess and augment the client's existing support system while encouraging the lowest possible level of psychotropic medications, and through skills building, to enable the client to move toward more independent living.

4. Target Population:

The primary source for referrals will be the Dore Urgent Care Clinic co-located in the same facility. Progress Foundation will also serve clients referred from SFGH Psychiatric Emergency Services and other psychiatric crisis services designated by Community Behavioral Health Services (CBHS).

Crisis Residential will provide 24- hour psychiatric residential treatment and rehabilitation and recovery services to San Francisco residents, aged 18 years and older, who require a highly structured and supervised setting due to the crisis and/or acute nature of their condition. All programs are designed to address clients with co-occurring mental health and substance abuse treatment needs. All admissions are voluntary. Persons on conservatorship may be referred.

The Crisis Residential Program is authorized to accept individuals who have a primary Axis I mental health diagnosis; however, as many as 75% of clients served in the crisis residential program have been shown to have co-occurring disorders that include mental illness and substance use/abuse as well as other serious and limiting medical conditions and the programs are fully capable of providing dual services to those clients.

This crisis residential program specializes in providing assessment, triage, rapid stabilization and referral for clients referred by Dore Clinic. This program is able to serve members of the many diverse ethnic and cultural backgrounds in San Francisco, as well as those in several age groups.

5. Modalities / Interventions

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Crisis Residential Treatment Service

“Crisis Residential Treatment Service” means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program for beneficiaries as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not present medical complications requiring nursing care. The service supports beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems.

The service is available 24 hours a day, seven days a week. Service activities may include assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention.

Medication Support Services.

“Medication Support Services” means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

Service Units

- A. For the new crisis residential program, the maximum length of stay will be 3-5 unless an extension is clinically indicated.
- B. One unit of Crisis Residential Treatment Service is one day of residence in the program.
- C. A unit of Medication Support Service is recorded in minutes.
- D. For FY 09-10 payment methodology will be based on a fee for service system.
- E. It is anticipated that the Dore Residence program will serve 275 clients in FY 09-10.

6. Methodology

A. Describe outreach, recruitment, advertising

Progress Foundation Programs are listed in the CBHS Organizational Manual, the Homeless Advocacy Resource Manual, Progress Foundation’s website and other resource directories. Recruitment for staff positions involves posting the open position internally, and on various internet job listing websites, as well as on our website and sending notices to other non-profit mental health providers. The Dore Residence will be listed in those publications as new editions are printed. Progress Foundation will recruit a representative percentage of staff who are bi-lingual, bi-cultural and/or gay/lesbian or transgendered, in order to maximize the relevance of the programs to the needs of the San Francisco population. The agency's training program will continue to pay special attention to the specific program needs and styles relevant to various population groups.

B. Describe your program’s admission, enrollment and/or intake criteria and process

Clients are referred directly from Progress Foundation’s Dore Clinic/Urgent Care Center, SFGH

PES, and from CBHS crisis services to the ADU. Referrals from local in-patient units are approved by the CBHS Placement Team.

Clients go to the program for an intake interview which serves as an assessment tool for the program to determine the appropriateness of the ADU for this client at that point in the client's crisis and also serves as the basis upon which to build the treatment plan. Admission criteria are: client must be a resident of San Francisco County, have an Axis I mental health diagnosis, and deemed at-risk for inpatient admission if the ADU does not admit the client, and have a health screen and PPD in the last 12 months. The client intake assessment includes a review of any substance abuse history in order to identify treatment needs, which may include substance abuse interventions both within and outside of the program. Individual counseling and special groups are designed to address co-occurring mental health and substance use/abuse issues. After completing the intake interview and being accepted into the program, clients fully participate in developing their own treatment plan, including the determination of attainable goals to work towards during their stay.

C. Describe service delivery model, hours of operations, length of stay, locations

The treatment model for all Progress Foundation programs is Social Rehabilitation and Recovery in 24-hour home-like settings. The Urgent ADU will have an average length of stay of 4 days; Benefit Reviews are completed for clients requiring a longer length of stay. The program is staffed 24-hours with awake and alert staff and utilizes a normalizing and flexible environment to provide needed supports and opportunities for growth. The following is a broad overview of services provided and the methods of service delivery. Staff receive training in the most effective ways to intervene with clients within the program's time frame.

I. Program services will be delivered in the context of guidelines which are specified in the most current CBHS Mental Health Plan which includes:

- a common definition of the priority target population,
- the use of common admission and discharge criteria,
- coordinated care for all clients,
- a single point of entry for adult services either directly through CBHS identified Psychiatric Emergency Service programs or through the Placement Team for referrals from local in-patient services or solely through Progress Foundation DET for urgent care referrals.
- system-wide standards of accountability based on cost, access, quality and outcomes.

II. The ADUs will maintain a non-institutional environment, even while working with clients in the most acute phase of their crises. Through the use of counselors (both professional and paraprofessional) under professional supervision, the programs will provide the necessary support and intervention to stabilize the immediate crisis. This will be done in conjunction with Progress Foundation's Urgent Care Center (Dore Clinic) and Psychiatric Emergency Services (PES) of San Francisco General Hospital.

III. Through the intake process and during the stabilization of the crisis the program staff will begin identifying the gaps in the client's support system and the specific pressures that led to the psychiatric crisis. The counselors and other program staff will work with the client and his/her existing support system (therapist, conservator, probation officer, family, case manager, etc.) to develop the support that is necessary for increased skills in independent living on an ongoing basis. This process will include planning for discharge

from the first day of admission, so that realistic plans can be developed within the target time limit. The program will work with other CBHS System of Care providers to assure optimal services.

IV. During the course of his/her stay, the client will assume incremental amounts of responsibility in the cooperative operation of the household and general community. At all times the program will work to involve the clients in the house operation, at appropriate levels. This process presents a realistic context in which the staff and clients can test strengths and abilities, as well as receive a specific sense of accomplishing tasks, in spite of emotional difficulties.

V. Clients will meet regularly with assigned coordinators from the staff to develop goals and evaluate progress toward these goals. Clients will be an integral part of the entire process of developing treatment plans and disposition recommendations.

VI. Twenty-four hour services will be provided to clients. Day program activities will fall into these distinct, but overlapping categories:

a. Structured group therapeutic activities designed to enhance crisis stabilization will be provided seven days a week for approximately four (4) hours each day. Activities will include: treatment plan and goals review, physical health (exercise/movement, nutrition, proper use of medical/dental resources), consumer education (medication information, patients' rights, and self-help groups), money management classes, home management classes, and a review of available resources to assist in successful independent living.

Pre-vocational activities will be developed, as appropriate given the short length of stay and tailored to individual levels, which will be designed to prevent the erosion of existent skills and to develop new skills and the self-perception of "ableness" necessary for vocational achievement.

b. Individually tailored activities will be scheduled approximately two (2) hours each afternoon. These activities will be the follow-up of the individual treatment plans that each client develops with his/her counselor including such activities as: attendance at Alcoholics Anonymous (AA), Dual Recovery Anonymous (DRA) or other outside substance abuse group meetings, application for public assistance grants, search for housing opportunities, attendance at a school or vocational training facility, attendance at volunteer or paid job and follow-up on application/interview process for lower level residential programs or housing.

c. Appointments with the staff psychiatrist will be scheduled within 72 hours for those clients who do not have a private psychiatrist. These scheduled meetings will be used to review the efficacy of current medication regimen and to renew or revise prescribed medications as appropriate, and to provide an additional opportunity for medication education.

d. Appointments with a Nurse Practitioner or supervised nursing student will be available to each individual. This will ensure adequate health and wellness screening and health and drug education. Clients will also receive assistance with minor to moderate injuries as well as with physical health-related conditions

adversely affecting the individuals' capacity for non-hospital psychiatric treatment.

In addition, regular group meetings may be held to address three general areas:

1. The practical operation of the household and the division of jobs.
2. Issues in the house and relationships between clients and between clients and the program, as well as individual clients' treatment issues.
3. Special groups, both ongoing and ad hoc, to meet specific needs of the house population. Particular emphasis will be placed on working with families of clients whenever such resources are available.

VII. Activities will be developed, particularly for the evening and weekend hours, that will explore ways of relaxing and enjoying the community resources on limited incomes. As much as possible, activities will be integral to the functioning and operation of the household itself, along practical lines. Included among day and evening activities will be community meetings, a family group for those residents for whom such a service is appropriate, treatment planning groups, and other activities preparatory to moving to a more independent setting. Meal planning, preparation and community dining are essential to the evening program hours.

VIII. The program will develop a practical Wellness & Recovery based model that is geared toward emphasizing the client's healthy potential to participate in his/her own rehabilitation process, as a member of the community, both within the house and in the community outside. The emphasis will be placed on the development of survival skills and a support system in the community, including linkage to case management services, entitlements, physical health and other mental health and social services. In all cases, whenever possible, these activities will be coordinated with the individual's case manager.

IX. There will be regular meetings between the ADUs and representatives of other relevant programs providing services to clients. The goal is to minimize problems and facilitate the exchange of information between the programs. Treatment planning regarding clients involved in more than one program will be done by the client and relevant staff members of both programs and, whenever possible or appropriate, coordinated with the assigned CBHS Care Manager for the client. This process will include regular staff meetings with professional consultants to review cases.

X. During a client's stay at an ADU, the program psychiatrist will usually assume responsibility for medications. The program will refer clients for community medication support for a seamless medication support system when the client is discharged from the ADU.

XI. Medication monitoring follows policies and procedures established by the State of California Division of Community Care Licensing, as well as the agency's medication policy (Policy and Procedures Manual, 10/06 Section 2, 2.06). Medications will be kept locked centrally in the program. Each client who is taking medications will have a log indicating amounts and frequency of medications. Counseling staff will observe the

Contractor: Progress Foundation
Program: Dore Residence
City Fiscal Year 10-11

Appendix A-5
Contract Term: 07/01/2010 - 06/30/2011

clients' actions in regard to medications, and will note in the med log whether or not medications were taken by the clients, in what quantity, and at what time. The program psychiatrist will review all medication levels on a regular basis, and will be primarily responsible for monitoring the medications of the client in the program. This monitoring will include supervision of the counseling staff.

D. Describe program's exit criteria and process, discharge planning

Exit criteria are determined on a case-by-case basis by conducting a Benefit Review, which is designed to determine whether or not if a client continues to stay would provide substantial rehabilitation and recovery benefit for the client. The discharge process is begun at admission via intensive and focused short-term treatment planning. Clients who are no longer in crisis and for whom additional treatment is unlikely to yield additional therapeutic benefit will be discharged.

Discharge planning is an integral part of each client's treatment plan and begins with the intake interview. Treatment plan goals are steps toward greater independence with an emphasis on planning for the next stage of treatment and housing. Counselors facilitate linkage between resources for clients, in order to create a wide support network to improve clients' readiness to live more independently.

E. Describe your program's staffing

Please see Appendix B

Section 7: Objectives and Measurements

Program objectives for 09-10 will continue until next contract revision.

A. PERFORMANCE/OUTCOME OBJECTIVES

OUTCOME A: IMPROVE CLIENT SYMPTOMS

Individualized Objective A.1: Of those clients who remain in the program for a continuous 2 days or more, 70% will be discharged to a less restrictive level of care within one day of their ADU discharge date. Less restrictive levels of care are any programs other than PES or inpatient.

Client Inclusion Criteria:

All clients discharged from the ADU between July 1, 2009 and June 30, 2010 and who have been in the program for a continuous 2 days or more.

Data Source:

CBHS Billing Information System. CBHS will compute.

Program Review Measurement:

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

OUTCOME B: OTHER MEASURABLE OBJECTIVES / PROCESS OBJECTIVES

Objective 6: Client Satisfaction

B.6b. During Fiscal Year 2009-2010, 100% of unduplicated clients who receive a face-to-face billable service during the survey period will be given and encouraged to complete a city-wide Client Satisfaction Survey.

Data Source:

Program Tracking Sheet and Program Self-Report

Program Review Measurement:

Objective will be evaluated based on the survey administration closest to the 12-months period from July 1, 2009 to June 30, 2010.

OUTCOME C: CONTINUOUS QUALITY IMPROVEMENT, PROGRAM PRODUCTIVITY AND SERVICE ACCESS

Objective 1. Program Productivity

C.1a. During Fiscal Year 2009-10, 4,244 Residential Days/Units of Service and 30,000 Outpatient Minutes/Units of Service (UOS) will be provided consisting of treatment, prevention, or ancillary services as specified in the unit of service definition for each modality and as measured by BIS and documented by counselors' case notes and program records.

Data Source:

CBHS Billing Information System – DAS 800 DW Report or program records. For programs not entering data into BIS, CBHS will compute or collect documentation.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 5. Integration Preparedness

C.5a. Each program will complete a new self-assessment with the COMPASS every two (2) years (a new COMPASS must be completed every other fiscal year).

Data Source:

Program managers to review information sent to CBHSIntegration@sfdph.org via the shared folder to monitor compliance.

Program Review Measurement:

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

C.5b. Using the results of the most recently completed COMPASS (which must be completed every 2 years), each program will identify at least one program process improvement activity to be implemented by the end of the fiscal year using an Action Plan format to document this activity. Copies of the program Action Plan will be sent via email to CBHSIntegration@sfdph.org.

Data Source:

Each program will complete the COMPASS self assessment process and submit a summary of the scores to CBHSIntegration@sfdph.org. The program manager for each program will review completed COMPASS during the month of January and submit a brief memorandum certifying that the COMPASS was completed.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5c. Each behavioral health partnership will identify, plan, and complete a minimum of six (6) hours of joint partnership activities during the fiscal year. Activities may include but are not limited to: meetings, training, case conferencing, program visits, staff sharing, or other integration activities in order to fulfill the goals of a successful partnership. Programs will submit the annual partnership plan via email to CBHSIntegration@sfdph.org.

Data Source:

Program self report such as activity attendance sheets with documentation of time spent on integration activities. The program manager will certify documentation of this plan.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5d. Each program will select and utilize at least one of the CBHS approved list of valid and reliable screening tools to identify co-occurring mental health and substance abuse problems as required by CBHS Integration Policy (Manual Number: 1.05-01).

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings to be held by December 2009 and March 2010 will be included in the program review.

C.5e. During Fiscal Year 2009-10, each program will participate in one Primary Care partnership activity with the Department of Public Health or Public Health Consortium Clinic located in closest proximity to their program. Optimal activities will be designed to promote cooperative planning and response to natural disaster or emergency events, neighborhood health fairs to increase joint referrals, or mutual open house events to promote cross-staff education and program awareness.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5f. Providers will have all program service staff including physicians, counselors, social workers, and outreach workers each complete a self assessment of integration practices using the CODECAT.

Data Source:

Program self report with submission of document of staff completion of CODECAT sent to CBHSIntegration@sfdph.org. The program manager will document this activity.

Objective 6. Cultural Competency

C.6a. Working with their CBHS program managers, programs will develop three (3) mutually agreed upon opportunities for improvement under their 2008 Cultural Competency Reports and report out on the identified program-specific opportunities for improvement and progress toward these improvements by September 30, 2009. Reports should be sent to both program managers and the DPH/EEO.

Data Source:

Program managers will review progress utilizing the DPH Cultural Competency Report Evaluation Tool.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 8: Program and Service Innovation & Best Practices

C.8a. If applicable each program shall report to CBHS Administrative Staff on innovative and/or best practices being used by the program including available outcome data.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

8. Continuous Quality Improvement

A. Progress Foundation will provide administrative and clinical supervision from the Executive Director, the Director of Clinical Services, and the Deputy Director of Clinical Services and other personnel from the administrative office of the agency.

B. The clients and program staff will meet every morning to discuss the specific plans of each client for each day. This meeting will allow the program staff to assess the status of

each client and to review the appropriateness of the treatment plans. The program psychiatrist will be involved in regular meetings and/or consultations to assess the status of clients.

C. The Program Leadership Staff will provide supervision to the counseling staff. Supervisory sessions will center on in-service training and review of the counselor's work with individual clients. Treatment plans, counseling techniques, crisis intervention techniques, and discharge planning are all a focus of the supervision sessions. The Psychiatrist will have an active role in the education of staff in the areas of diagnosis, treatment and medication issues (effects, side effects, etc.).

D. The Director of Clinical Services or designee will regularly review client records and notes to assure that program practices and policies are being maintained in a professional manner. In addition, Progress Foundation conducts regular Continuous Quality Assurance (CQA) committee meetings.

E. Weekly staff meetings will be held to discuss specific house issues, particular client problems, and other general clinical issues. These meetings will allow the staff to assess the status of the program and to discuss changes made necessary because of the needs of the client population. Clients may be invited to attend the general session to discuss any issues they may wish to present to the staff.

F. Regular meetings between the CBHS Crisis Services, Progress Foundation's Urgent Care Center (Dore Clinic) and the Progress Foundation Diversion Evaluation Team (DET) will be included, to discuss issues regarding referrals, as well as clinical concerns shared by the programs.

G. The Contractor agrees to abide by the Quality Management Plan of the State Department of Mental Health.

H. The Contractor agrees to operate in accordance with HIPAA Privacy and Security Rules. Each program has a HIPAA resource binder to centrally store the agency HIPAA Policies and Procedures and all other HIPAA related memos and documents.

I. The Contractor agrees to abide by the City's Harm Reduction Resolution and has integrated that philosophy into the treatment programs.

J. The Contractor agrees to make it a priority to deliver services in a culturally competent manner, with emphasis at the Crisis Residential Program (Dore Residence) in providing culturally and linguistically appropriate services to San Francisco's diverse communities, as well as being able to serve the general population of San Francisco's mental health clients. All Progress Foundation program staff receive training in Cultural Competency and continuing discussions of culturally competent service delivery in the programs. This provides ongoing evaluation and adjustment at the program level as well as agency wide.

1. Program Name:

A.6 Dore Clinic

Crisis Stabilization/Urgent Care Center

Program Address:

52 Dore Street, Unit 2

San Francisco, CA 94103

Telephone: (415) 553-3100

Facsimile: (415) 553-3119

2. Nature of Document (check one)

New

Renewal

Modification

3. Goal Statement

Dore Clinic provides the capacity to intervene early in an escalating psychiatric crisis, and to provide assessment and triage in a community-based setting, with available crisis residential beds for those who would benefit from 24-hour intensive treatment. This systemic element allows for the more appropriate and targeted use of SFGH/PES. The availability of crisis residential treatment beds, in the same facility as the Dore Clinic, provides timely access to services for clients who require 24-hour, highly structured treatment, but who do not require involuntary hospitalization.

The goal of Dore Clinic is to reduce the inappropriate use of SFGH/PES for individuals who are in a psychiatric crisis but do not require involuntary treatment or seclusion and restraints. Services are designed to reduce and stabilize crisis situations for individuals experiencing an acute episode or situational crisis, to assess and augment the client's existing support system and to determine the client's readiness and capacity to return to the community. In addition the Dore Clinic may refer clients to an ADU or Transitional program for further rehabilitation and recovery.

4. Target Population:

Progress Foundation's Urgent Care Center will serve clients referred from Community Behavioral Health Services (CBHS emergency services such as Mobile Crisis) and community urgent care referrals. The Dore Clinic will provide crisis stabilization services 16 hours per day to San Francisco residents, aged 18 and over, who require urgent psychiatric intervention in a highly structured and supervised setting due to the crisis and/or acute nature of their condition. Because of the nature of the target population, clients may be brought to the Dore Clinic on an involuntary hold (5150), however, clients may only be admitted to the program on a voluntary basis.

The Dore Clinic is authorized to accept individuals who have a primary Axis 1 mental health diagnosis; however, as many as 75% of clients may have co-occurring disorders that include mental illness and substance use/abuse as well as other serious and limiting medical conditions. The Dore Clinic will be accessible to individuals with mobility disabilities.

The Dore Clinic will be able to serve members of the many diverse ethnic and cultural backgrounds in San Francisco.

5. Modalities / Interventions

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Mode 10: Day Mode of Service

Service Functions 25-29: Crisis Stabilization - Urgent Care

“Crisis Stabilization” means a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis stabilization is distinguished from crisis intervention by being delivered by providers who do meet the crisis stabilization contact, site, and staffing requirements described in CCR, Title 9, Sections 1840.338 and 1840.348. (CCR, Title 9, Section 1810.210). Crisis Stabilization shall be provided on site at a licensed 24-hour health care facility or hospital based outpatient program or a provider site certified by the Department or an MHP (Mental Health Plan) to perform crisis stabilization (CCR, Title 9, Section 1840.338 (a)). The maximum allowance for “crisis stabilization-urgent care” shall apply when the service is provided in any other appropriate site. (CCR, Title 9, Section 1840.105(a)(4)).

Service Units

- A. The maximum length of treatment for each episode is governed by Title 9 regulations pertaining to crisis stabilization services.
- B. One unit of Crisis Stabilization- Urgent Care service is one hour of treatment in the program.
- C. For FY 09-10 payment methodology will be based on a fee for service system.
- D. It is anticipated that Dore Clinic will provide service to 465 individuals in FY 09-10.

6. Methodology

A. Describe outreach, recruitment, advertising

Progress Foundation programs are listed in the CBHS Organizational Manual, the Homeless Advocacy Resource Manual, Progress Foundation’s website and other resource directories. New programs will be added as new editions of the publications are printed. Recruitment for staff positions involves posting the open position internally, and on various internet job listing websites, as well as on our website and sending notices to other non-profit mental health providers. Progress Foundation will recruit a representative percentage of staff who are bi-lingual, bi-cultural and/or gay/lesbian or transgendered, in order to maximize the relevance of the programs to the needs of the San Francisco population. The agency’s training program will continue to pay special attention to the specific program needs and styles relevant to various population groups.

B. Describe your program’s admission, enrollment and/or intake criteria and process

Dore Clinic will serve clients referred by community psychiatric crisis services designated by Community Behavioral Health Services (for example: CBHS Mobile Crisis, Westside Community Crisis Center, and SFPD Psychiatric Liaison) and, when clinically indicated, by SFGH Psychiatric Emergency Services. Referrals may also be made to the Dore Clinic by selected Intensive Case Management Teams and Out-patient Clinics. Clients come to the program for an intake, which serves as an assessment tool for the program to determine the appropriateness of the Dore Clinic for this client. Selection criteria for full admission to the Dore Clinic are based on the severity of the existing crisis and the acute nature of the current episode and the client's presentation. In addition the client must be deemed at risk for an in-patient admission if not admitted to the Dore Clinic.

If the client has not had a general health screening and a PPD in the last 12 months, these will be provided. The client intake assessment includes a review of any co-occurring substance abuse or history of substance abuse, and a review of immediate health concerns in order to identify treatment needs.

C. Describe service delivery model, hours of operations, length of stay, locations

The Dore Clinic provides up to 16 hours of service within the crisis stabilization framework. The purpose of the Dore Clinic is diverting clients from being seen at the San Francisco General Hospital Psychiatric Emergency Services in order to reduce the number of clients taken there for psychiatric evaluation. Upon admission clients will be assessed, treated, stabilized and evaluated for discharge to appropriate placements. Clients determined to require 24-hour non-hospital support will be referred to either the crisis residential program or to standard care ADUs for continued treatment. The Dore Clinic is staffed with licensed professional medical and mental health staff that are able to provide all aspects of Urgent Care Crisis Stabilization treatment including crisis intervention strategies, brief counseling, linkage case management, and medication prescribing. All clients must voluntarily accept treatment at Dore Clinic. The Dore Clinic will implement clinical practices designed to engage in voluntarily treatment individuals who would otherwise require involuntary treatment.

Staff receives training in the most effective ways to intervene with clients within the program's time frame.

The following is an overview of services provided and the methods of service delivery.

I. Program services will be delivered in the context of guidelines specified in the most current CBHS Mental Health Plan, which includes:

- A common definition of the priority target population.
- The use of common admission and discharge criteria.
- Coordinated care for all clients.
- Entry through CBHS identified crisis services, the Progress Foundation Diversion Evaluation Team, or selected out-patient services.
- System-wide standards of accountability based on cost, access, quality and outcomes.

II. The Dore Clinic, by design, will be a part of the CBHS psychiatric emergency services system.

III. The Dore Clinic will maintain a non-institutional environment, even while working with clients in the most urgent phase of their crisis. Through use of licensed professional and supervised counseling staff, the program will provide the necessary support and intervention to stabilize the immediate crisis and ensure the client's safety and well-being.

Contractor: Progress Foundation
Program: Dore Clinic (Urgent Care)
City Fiscal Year 10-11

Appendix A-6
Contract Term: 07/01/2010 – 6/30/2011

IV. Beginning with the intake process and during the stabilization of the crisis the program staff will make appropriate discharge and referral plans. The Dore Clinic will coordinate with existing services, both within and outside of CBHS, from which the client is receiving support and treatment. Determination will be made as to whether the client is sufficiently stabilized so as to return to their previous residence or whether they require crisis residential services or further evaluation from SFGH/PES.

V. Clients will be evaluated by either a psychiatrist or nurse practitioner upon entering the program and a determination will be made about the need for medication. Medications will be obtained through delivery from the CBHS pharmacy and the program will control and monitor the storage, dispensing and disposal of medications according to policies and procedures established by the Division of Community Behavioral Health Services Pharmacy Department. Program staff will observe and document the client's reaction in regard to administered medications, and will note in the medication log whether or not medications were taken by clients, in what quantity, and at what time. The Dore Clinic Program Psychiatrist will provide medication administration and prescribing supervision for the Nurse Practitioners, and will be primarily responsible for the program's medication services.

D. Describe program's exit criteria and process, discharge planning

Exit criteria are determined on a case-by-case basis by conducting a Mental Status Exam and discharge evaluation, which is designed to determine the client's readiness and capacity to return to the community or alternatively to be admitted to crisis residential or ADU for further rehabilitation and recovery. Clients who are no longer in crisis and for whom additional treatment is unlikely to yield additional therapeutic benefit will be discharged with appropriate referrals made for follow-up care.

Discharge planning is an integral part of each client's intervention plan and begins with the intake interview. The intervention plan will emphasize crisis stabilization and planning for the next level of treatment. Staff assess needs and reestablish resource linkage for clients in order to facilitate the development of an effective community support system.

E. Describe your program's staffing

Please see Appendix B

Section 7: Objectives and Measurements

Program objectives for 09-10 will continue until next contract revision.

A. PERFORMANCE/OUTCOME OBJECTIVES

OUTCOME A: IMPROVE CLIENT SYMPTOMS

Objective A.1: Reduce Psychiatric Symptoms

Individualized Objective A.1: Of those clients treated at the Dore Clinic, 70% will be discharged to a service other than PES or Inpatient.

Client Inclusion Criteria:

All clients opened and closed in the Dore Clinic.

Data Source:

CBHS Billing Information System. CBHS will compute.

Program Review Measurement:

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

C. CONTINUOUS QUALITY IMPROVEMENT, PRODUCTIVITY & ACCESS

Objective 1. Program Productivity

C.1a During Fiscal Year 2009-10, 31,410 hours/units of service (UOS) will be provided, consisting of treatment, prevention or ancillary services as specified in the unit of service definition for this modality and as measured by BIS and documented in counselors' case notes and program records.

Data Source:

CBHS Billing Information System – DAS 800 DW Report or program records. For programs not entering data into BIS, CBHS will compute or collect documentation.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the first two quarterly meetings held by March 2009 will be included in the program review.

Objective 5. Integration Preparedness

C.5a. Each program will complete a new self-assessment every two years. A new COMPASS must be completed every other fiscal year.

Data source:

Program Managers to review information sent to CBHSIntegration@sfdph.org via the shared folder to monitor compliance.

Program Review Measurement:

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

C.5b. Using the results of the most recently completed COMPASS (which must be completed every 2 years), each program will identify at least one program process improvement activity to be implemented by the end of the fiscal year using an Action Plan format to document this activity. Copies of the program Action Plan will be sent via email to CBHSIntegration@sfdph.org.

Data Source:

Each program will complete the COMPASS self assessment process and submit a summary of the scores to CBHSIntegration@sfdph.org. The program manager for each program will review completed COMPASS during the month of January and submit a brief memorandum certifying that the COMPASS was completed.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2009 will be included in the program review.

C.5c. Each behavioral health partnership will identify, plan, and complete a minimum of six (6) hours of joint partnership activities during the fiscal year. Activities may include but are not limited to: meetings, training, case conferencing, program visits, staff sharing, or other integration activities in order to fulfill the goals of a successful partnership. Programs will submit the annual partnership plan via email to CBHSIntegration@sfdph.org.

Data Source:

Program self report such as activity attendance sheets with documentation of time spent on integration activities. The program manager will certify documentation of this plan.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2009 will be included in the program review.

C.5d. Each program will select and utilize at least one of the CBHS approved list of valid and reliable screening tools to identify co-occurring mental health and substance abuse problems as required by CBHS Integration Policy (Manual Number: 1.05-01).

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings to be held by December 2009 and March 2010 will be included in the program review.

C.5e. During Fiscal Year 2008-09, each program will participate in one Primary Care partnership activity with the Department of Public Health or Public Health Consortium Clinic located in closest proximity to their program. Optimal activities will be designed to promote cooperative planning and response to natural disaster or emergency events, neighborhood health fairs to increase joint referrals, or mutual open house events to promote cross-staff education and program awareness.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

C.5f. Providers will have all program service staff including physicians, counselors, social workers, and outreach workers each complete a self assessment of integration practices using the CODECAT.

Data Source:

Program self report with submission of document of staff completion of CODECAT sent to CBHSIntegration@sfdph.org. The program manager will document this activity.

Objective 6. Cultural Competency

C.6a. Working with their CBHS program managers, programs will develop three (3) mutually agreed upon opportunities for improvement under their 2008 Cultural Competency Reports and report out on the identified program-specific opportunities for improvement and progress toward these improvements by September 30, 2009. Reports should be sent to both program managers and the DPH/EEO.

Data Source:

Program managers will review progress utilizing the DPH Cultural Competency Report Evaluation Tool.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

Objective 8: Program and Service Innovation & Best Practice

C.8a. If applicable each program shall report to CBHS Administrative Staff on innovative and/or best practices being used by the program including available outcome data.

Data Source:

Program Self Report.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2009 to June 30, 2010. Only the summaries from the two first quarterly meetings held by March 2010 will be included in the program review.

8. Continuous Quality Improvement

A. Progress Foundation will provide administrative and clinical supervision from the Executive Director, the Director of Clinical Services, and the Deputy Director of Clinical Services and other personnel from the administrative office of the agency.

B. The Program Leadership Staff will provide the supervision of the staff. Supervisory sessions will center on in-service training and review of the counselor's work with individual clients. Treatment plans, counseling techniques, crisis intervention techniques, and discharge planning are all a focus of the supervision sessions. The Psychiatrist will have an active role in the education of staff in the areas of diagnosis and medication issues (effects, side effects, etc.).

C. The Director of Clinical Services or designee will regularly review client records and notes to assure that program practices and policies are being maintained in a professional manner, as well as continue regular Continuous Quality Assurance (CQA) committee meetings.

D. Weekly staff meetings will be held to discuss clinical issues. These meetings will allow the staff to assess the status of the program and to discuss changes made necessary because of the needs of the client population.

E. Regular meetings between the CBHS Crisis Services and the Progress Foundation's Clinical Services Leadership will be included as appropriate, to discuss issues regarding referrals, as well as clinical concerns.

F. The Contractor agrees to abide by the Quality Management Plan of the State Department of Mental Health.

G. The Contractor agrees to operate in accordance with HIPAA Privacy and Security Rules. Each program has a HIPAA resource binder to centrally store the agency HIPAA Policies and Procedures and all other HIPAA related memos and documents.

H. The Contractor agrees to abide by the City's Harm Reduction Resolution and has integrated that philosophy into the treatment programs.

I. The Contractor agrees to make it a priority to deliver services in a culturally competent manner, with emphasis in providing culturally and linguistically appropriate services to San Francisco's diverse communities, as well as being able to serve the general population of San Francisco's mental health clients. All Progress Foundation program staff receive training in Cultural Competency and continuing discussions of culturally competent service delivery in the programs. This provides ongoing evaluation and adjustment at the program level as well as agency wide.

Appendix B Calculation of Charges

I. Method of Payment

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

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

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

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

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

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

Budget Summary

- Appendix B-1a La Posada
- Appendix B-1b Shrader
- Appendix B-1c Avenue
- Appendix B-2a La Amistad
- Appendix B-2b Progress House
- Appendix B-2c Cortland
- Appendix B-2d Ashbury
- Appendix B-2e Clay
- Appendix B-2f Dorine Loso House
- Appendix B-3 Seniors Program
- Appendix B-4 Supported Living
- Appendix B-5 Dore St. Residential
- Appendix B-6 Dore St. Urgent Care Clinic

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Ninety Two Million Eighteen Thousand Three Hundred Thirty Three Dollars (\$92,018,333) for the period of July 1, 2010 through December 31, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, \$9,859,107 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2010 through June 30, 2011	\$14,938,041
July 1, 2011 through June 30, 2012	\$14,938,041
July 1, 2012 through June 30, 2013	\$14,938,041
July 1, 2013 through June 30, 2014	\$14,938,041
July 1, 2014 through June 30, 2015	\$14,938,041
July 1, 2015 through December 31, 2015	\$7,469,021
Total July 1, 2010 through December 31, 2015	\$82,159,226

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

(4) CONTRACTOR further understands that, \$7,469,021 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM07000031 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM07000031 for the Fiscal Year 2010-11.

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

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

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

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

	A	B	C	D	E
1					Exhibit B Page 1
2					Document Date: 10/08/10
3					
4	DEPARTMENT OF PUBLIC HEALTH				
5	CONTRACT BUDGET SUMMARY BY PROGRAM				
6					
7	Contractor's Name	Progress Foundation		Contract Term	7/1/10-6/30/11
8					
9	(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>				
10	If modification, Effective Date of Mod.		No. of Mod.		
11	Programs	La Posada	Shrader	Avenues	Total
12	Budget Reference Page No.(s)	A1(a)	A1(b)	A1©	
13	Program Term	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	
14	Expenditures				
15	Salaries & Benefits	835,858	845,664	1,090,658	
16	Operating Expense	212,497	260,461	286,505	
17	Capital Expenditure				
18	Direct Cost	1,048,355	1,106,125	1,377,163	
19	Indirect Cost	64,968	71,316	91,279	
20	Indirect Percentage (%) of Direct Cost	6.20%	6.45%	6.63%	
21	TOTAL EXPENDITURES	\$1,113,323	\$1,177,441	\$1,468,442	
22	DPH Revenues				
23	General Fund	362,029	337,439	380,713	
24	State Realignment	289,041	323,723	420,577	
25	Medi-Cal/Federal	450,253	504,279	655,152	
26					
27					
28					
29					
30					
31					
32					
33	Total DPH Revenues	\$1,101,323	\$1,165,441	\$1,456,442	
34	Other Revenues				
35	Patient Fees	12,000	12,000	12,000	
36					
37					
38					
39					
40	TOTAL REVENUES	\$1,113,323	\$1,177,441	\$1,468,442	
41	Total Units of Service	8,206	7,872	9,446	
42	Cost Per Unit of Service	Various	Various	Various	
43	Full Time Equivalent (FTE)	14.34	14.71	17.88	
45	Prepared by: James Harstad	Telephone No.: 861-0828			
46	DPH-CO Review Signature:				
47	DPH #1				

	A	B	C	D	E
1					Exhibit B Page 2
2					Document Date: 10/08/10
3					
4	DEPARTMENT OF PUBLIC HEALTH				
5	CONTRACT BUDGET SUMMARY BY PROGRAM				
6					
7	Contractor's Name	Progress Foundation		Contract Term	7/1/10-6/30/11
8					
9	(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>				
10	If modification, Effective Date of Mod.		No. of Mod.		
11	Programs	La Amistad	Progress House	Cortland	Total
12	Budget Reference Page No.(s)	A2(a)	A2(b)	A2(c)	
13	Program Term	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	
14	Expenditures				
15	Salaries & Benefits	553,314	520,208	538,215	
16	Operating Expense	195,315	136,593	179,747	
17	Capital Expenditure				
18	Direct Cost	748,629	656,801	717,962	
19	Indirect Cost	40,688	42,265	47,614	
20	Indirect Percentage (%) of Direct Cost	5.44%	6.43%	6.63%	
21	TOTAL EXPENDITURES	\$789,317	\$699,066	\$765,576	
22	DPH Revenues				
23	General Fund	214,353	122,885	276,147	
24	State Realignment	213,064	213,540	180,092	
25	Medi-Cal/Federal	331,900	332,641	280,537	
26					
27					
28					
29					
30					
31					
32					
33	Total DPH Revenues	\$759,317	\$669,066	\$736,776	
34	Other Revenues				
35	Patient Fees	30,000	30,000	28,800	
36					
37					
38					
39					
40	TOTAL REVENUES	\$789,317	\$699,066	\$765,576	
41	Total Units of Service	10,586	9,416	8,266	
42	Cost Per Unit of Service	Various	Various	Various	
43	Full Time Equivalent (FTE)	9.75	9.00	9.00	
45	Prepared by: James Harstad	Telephone No.: 861-0828			
46	DPH-CO Review Signature:				
47	DPH #1				

	A	B	C	D	E
1	Exhibit B Page 3				
2	Document Date: 10/08/10				
3					
4	DEPARTMENT OF PUBLIC HEALTH				
5	CONTRACT BUDGET SUMMARY BY PROGRAM				
6					
7	Contractor's Name		<u>Progress Foundation</u>	Contract Term	
8				<u>7/1/10-6/30/11</u>	
9	(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>				
10	If modification, Effective Date of Mod.		No. of Mod.		
11	Programs	Ashbury	Clay	Dorine Loso House	Total
12	Budget Reference Page No.(s)	A2(d)	A2(e)	A2(f)	
13	Program Term	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	
14	Expenditures				
15	Salaries & Benefits	702,346	823,335	872,635	
16	Operating Expense	182,811	274,583	357,486	
17	Capital Expenditure				
18	Direct Cost	885,157	1,097,918	1,230,121	
19	Indirect Cost	53,426	58,534	118,090	
20	Indirect Percentage (%) of Direct Cost	6.04%	5.33%	9.60%	
21	TOTAL EXPENDITURES	\$938,583	\$1,156,452	\$1,348,211	
22	DPH Revenues				
23	General Fund	58,291	90,052	175,108	
24	State Realignment	188,368	384,870	426,587	
25	Medi-Cal/Federal	293,429	599,530	664,516	
26	HSA CALWORKS Work Order	368,495			
27					
28					
29					
30					
31					
32					
33	Total DPH Revenues	\$908,583	\$1,074,452	\$1,266,211	
34	Other Revenues				
35	Patient Fees	30,000	82,000	82,000	
36					
37					
38					
39					
40	TOTAL REVENUES	\$938,583	\$1,156,452	\$1,348,211	
41	Total Units of Service	8,477	12,478	12,263	
42	Cost Per Unit of Service	Various	Various	Various	
43	Full Time Equivalent (FTE)	12.00	14.00	14.375	
45	Prepared by: James Harstad	Telephone No.: 861-0828			
46	DPH-CO Review Signature:				
47	DPH #1				

	A	B	C	D	E
1	Exhibit B Page 4				
2	Document Date: 10/08/10				
3					
4	DEPARTMENT OF PUBLIC HEALTH				
5	CONTRACT BUDGET SUMMARY BY PROGRAM				
6					
7	Contractor's Name		<u>Progress Foundation</u>	Contract Term	
8				<u>7/1/10-6/30/11</u>	
9	(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>				
10	If modification, Effective Date of Mod.		No. of Mod.		
11	Programs	Seniors Program	Supported Living	Dore Street Residential	Total
12	Budget Reference Page No.(s)	A3	A4	A5	
13	Program Term	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	
14	Expenditures				
15	Salaries & Benefits	864,509	464,684	1,147,544	
16	Operating Expense	230,078	154,869	264,418	
17	Capital Expenditure				
18	Direct Cost	1,094,587	619,553	1,411,962	
19	Indirect Cost	52,058	32,740	135,288	
20	Indirect Percentage (%) of Direct Cost	4.76%	5.28%	9.58%	
21	TOTAL EXPENDITURES	\$1,146,645	\$652,293	\$1,547,250	
22	DPH Revenues				
23	General Fund	120,499	8,525	356,354	
24	State Realignment	384,770	251,693	460,912	
25	Medi-Cal/Federal	599,376	392,075	717,984	
26					
27					
28					
29					
30					
31					
32					
33	Total DPH Revenues	\$1,104,645	\$652,293	\$1,535,250	
34	Other Revenues				
35	Patient Fees	42,000		12,000	
36					
37					
38					
39					
40	TOTAL REVENUES	\$1,146,645	\$652,293	\$1,547,250	
41	Total Units of Service	11,568	17,893	10,488	
42	Cost Per Unit of Service	Various	Various		
43	Full Time Equivalent (FTE)	15.25	7.00	18.50	
45	Prepared by: James Harstad	Telephone No.: 861-0828			
46	DPH-CO Review Signature: _____				
47	DPH #1				

	A	B	C	D	E
1	Exhibit B Page 5				
2	Document Date: 10/08/10				
3					
4	DEPARTMENT OF PUBLIC HEALTH				
5	CONTRACT BUDGET SUMMARY BY PROGRAM				
6					
7	Contractor's Name	Progress Foundation		Contract Term	7/1/10-6/30/11
8					
9	(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>				
10	If modification, Effective Date of Mod.		No. of Mod.		
11	Programs	Dore Street Urgent Care Clinic			Total
12	Budget Reference Page No.(s)	A6			
13	Program Term	7/1/10-6/30/11			
14	Expenditures				
15	Salaries & Benefits	1,775,075			11,034,045
16	Operating Expense	549,467			3,284,830
17	Capital Expenditure				
18	Direct Cost	2,324,542			14,318,875
19	Indirect Cost	183,700			991,966
20	Indirect Percentage (%) of Direct Cost	7.90%			6.93%
21	TOTAL EXPENDITURES	\$2,508,242			15,310,841
22	DPH Revenues				
23	General Fund	883,730			3,386,125
24	State Realignment	635,134			4,372,371
25	Medi-Cal/Federal	989,378			6,811,050
26	CALWORKS				368,495
27					
28					
29					
30					
31					
32					
33	Total DPH Revenues	\$2,508,242			14,938,041
34	Other Revenues				
35	Patient Fees				372,800
36					
37					
38					
39					
40	TOTAL REVENUES	\$2,508,242			15,310,841
41	Total Units of Service	31,410			
42	Cost Per Unit of Service	Various			
43	Full Time Equivalent (FTE)	17.90			173.705
45	Prepared by: James Harstad	Telephone No.: 861-0828			
46	DPH-CO Review Signature: _____				
47	DPH #1				

	A	B	C	D	E	F
1						Exhibit B Page 6
2						Document Date: 10/08/10
3						
4	SUMMARY OF CLIENT SERVICES BY PROGRAM					
5	AND BY FUNDING SOURCE					
6						
7	Program Name: <u>La Posada</u>				TERM: <u>7/1/10-6/30/11</u>	
8	Funding Source: <u>General Fund</u>					
9						
10			Total	Unduplicated	No. of	Cost Per
11	Mode & Service Function		Cost	Clients	Units	Unit
12	(05-40) Acute Crisis Residential		\$936,543	195	3,103	\$301.82
13	(15-60) Medication Support		\$132,231	inclusive	30,000	\$4.41
14	(60-40) Room and Board		\$44,550	inclusive	3,103	\$14.36
15						
16						
17	Program Name: <u>Shrader</u>				TERM: <u>7/1/10-6/30/11</u>	
18	Funding Source: <u>General Fund</u>					
19						
20			Total	Unduplicated	No. of	Cost Per
21	Mode & Service Function		Cost	Clients	Units	Unit
22	(05-40) Acute Crisis Residential		\$1,011,928	195	3,103	\$326.11
23	(15-60) Medication Support		\$119,063	inclusive	25,000	\$4.76
24	(60-40) Room and Board		\$46,450	inclusive	3,103	\$14.97
25						
26						
27	Program Name: <u>Avenues</u>				TERM: <u>7/1/10-6/30/11</u>	
28	Funding Source: <u>General Fund</u>					
29						
30			Total	Unduplicated	No. of	Cost Per
31	Mode & Service Function		Cost	Clients	Units	Unit
32	(05-40) Acute Crisis Residential		\$1,267,845	235	3,723	\$340.54
33	(15-60) Medication Support		\$149,197	inclusive	30,000	\$4.97
34	(60-40) Room and Board		\$51,400	inclusive	3,723	\$13.81
35						
36						
37	Program Name: <u>La Amistad</u>				TERM: <u>7/1/10-6/30/11</u>	
38	Funding Source: <u>General Fund</u>					
39						
40			Total	Unduplicated	No. of	Cost Per
41	Mode & Service Function		Cost	Clients	Units	Unit
42	(5-65) Adult Residential		\$488,623	50	4,033	\$121.16
43	(10-95)Rehab DTX - Full Day		\$248,894	inclusive	2,520	\$98.77
44	(60-40) Room and Board		\$51,800	inclusive	4,033	\$12.84
45						
46	DPH #1A					rev. 11/8/2000

	A	B	C	D	E	F
1						Exhibit B Page 7
2						Document Date: 10/08/10
3						
4	SUMMARY OF CLIENT SERVICES BY PROGRAM AND BY FUNDING SOURCE					
5						
6						
7	Program Name: <u>Progress House</u>			TERM: <u>7/1/10-6/30/11</u>		
8	Funding Source: <u>General Fund</u>					
9						
10		Total	Unduplicated	No. of	Cost Per	
11	Mode & Service Function	Cost	Clients	Units	Unit	
12	(5-65) Adult Residential	\$414,757	35	3,103	\$133.66	
13	(10-95)Rehab DTX - Full Day	\$240,809	inclusive	2,210	\$108.96	
14	(60-40) Room and Board	\$43,500	inclusive	3,103	\$14.02	
15						
16						TERM: 7/1/10-6/30/11
17	Program Name: <u>Cortland</u>					
18	Funding Source: <u>General Fund</u>					
19						
20		Total	Unduplicated	No. of	Cost Per	
21	Mode & Service Function	Cost	Clients	Units	Unit	
22	(5-65) Adult Residential	\$468,517	35	3,103	\$150.99	
23	(10-95) Rehab DTX - Full Day	\$253,559	inclusive	2,060	\$123.09	
24	(60-40) Room and Board	\$43,500	inclusive	3,103	\$14.02	
25						
26						TERM: 7/1/10-6/30/11
27	Program Name: <u>Ashbury</u>					
28	Funding Source: <u>General Fund</u>					
29						
30		Total	Unduplicated	No. of	Cost Per	
31	Mode & Service Function	Cost	Clients	Units	Unit	
32	(5-65) Adult Residential	\$362,748	6	1,861	\$194.92	
33	(10-95)Rehab DTX - Full Day	\$169,848	inclusive	1,032	\$164.58	
34	(60-40) Room and Board	\$37,492	inclusive	1,861	\$20.15	
35						
36						TERM: 7/1/10-6/30/11
37	Program Name: <u>Ashbury</u>					
38	Funding Source: <u>CALWORKS</u>					
39						
40		Total	Unduplicated	No. of	Cost Per	
41	Mode & Service Function	Cost	Clients	Units	Unit	
42	(5-65) Adult Residential	\$255,195	4	1,241	\$205.64	
43	(60-78) Client Support Service	\$92,192	inclusive	1,241	\$74.29	
44	(60-40) Room and Board	\$21,108	inclusive	1,241	\$17.01	
45						
46	DPH #1A					rev. 11/8/2000

	A	B	C	D	E	F
1	Exhibit B Page 8					
2	Document Date: 10/08/10					
3						
4	SUMMARY OF CLIENT SERVICES BY PROGRAM					
5	AND BY FUNDING SOURCE					
6						
7	Program Name: <u>Clay</u>			TERM: <u>7/1/10-6/30/11</u>		
8	Funding Source: <u>General Fund</u>					
9						
10		Total	Unduplicated	No. of	Cost Per	
11	Mode & Service Function	Cost	Clients	Units	Unit	
12	(5-65) Adult Residential	\$699,593	15	4,654	\$150.32	
13	(10-95)Rehab DTX - Full Day	\$388,459	Inclusive	3,170	\$122.54	
14	(60-40) Room and Board	\$68,400	Inclusive	4,654	\$14.70	
15						
16						
17	Program Name: <u>Dorine Loso House</u>			TERM: <u>7/1/10-6/30/11</u>		
18	Funding Source: <u>General Fund</u>					
19						
20		Total	Unduplicated	No. of	Cost Per	
21	Mode & Service Function	Cost	Clients	Units	Unit	
22	(5-65) Adult Residential	\$814,804	14	4,654	\$175.08	
23	(10-95)Rehab DTX - Full Day	\$473,127	Inclusive	3,315	\$142.72	
24	(60-40) Room and Board	\$60,280	Inclusive	4,654	\$12.95	
25						
26						
27	Program Name: <u>Seniors Program</u>			TERM: <u>7/1/10-6/30/11</u>		
28	Funding Source: <u>General Fund</u>					
29						
30		Total	Unduplicated	No. of	Cost Per	
31	Mode & Service Function	Cost	Clients	Units	Unit	
32	(5-65) Rypins - Adult Residential	\$287,186	24	1,862	\$154.24	
33	(5-65) Carroll - Adult Residential	\$287,186	24	1,862	\$154.24	
34	(10-95)Rehab DTX - Full Day	\$518,022	75	4,120	\$125.73	
35	(60-40) Room and Board	\$54,250	48	3,724	\$14.57	
36						
37	Program Name: <u>Supported Living</u>			TERM: <u>7/1/10-6/30/11</u>		
38	Funding Source: <u>General Fund</u>					
39						
40		Total	Unduplicated	No. of	Cost Per	
41	Mode & Service Function	Cost	Clients	Units	Unit	
42	(15-40) Mental Health Services	\$651,293	65	268,396	\$2.43	
43						
44						
45						
46	DPH #1A					

Document Date: 10/08/10

**SUMMARY OF CLIENT SERVICES BY PROGRAM
AND BY FUNDING SOURCE**

	A	B	C	D	E	F
1						
2						
3						
4						
5						
6						
7	Program Name: <u>Dore Street Residential</u>			TERM: <u>7/1/10-6/30/11</u>		
8	Funding Source: <u>General Fund</u>					
9						
10		Total	Unduplicated	No. of	Cost Per	
11	Mode & Service Function	Cost	Clients	Units	Unit	
12	(05-40) Acute Crisis Residential	\$1,357,783	275	4,244	\$319.93	
13	(15-60) Medication Support	\$140,166	inclusive	30,000	\$4.67	
14	(60-40) Room and Board	\$49,301	inclusive	4,244	\$11.62	
15						
16						
17	Program Name: <u>Dore St. Urgent Care Clinic</u>			TERM: <u>7/1/10-6/30/11</u>		
18	Funding Source: <u>General Fund</u>					
19						
20		Total	Unduplicated	No. of	Cost Per	
21	Mode & Service Function	Cost	Clients	Units	Unit	
22	(10-25) Crisis Stablization	\$2,508,242	465	31,410	\$79.85	
23						
24						
25						
26						
27	Program Name: _____			TERM: _____		
28	Funding Source: _____					
29						
30		Total	Unduplicated	No. of	Cost Per	
31	Mode & Service Function	Cost	Clients	Units	Unit	
32						
33						
34						
35						
36						
37	Program Name: _____			TERM: _____		
38	Funding Source: _____					
39						
40		Total	Unduplicated	No. of	Cost Per	
41	Mode & Service Function	Cost	Clients	Units	Unit	
42						
43						
44						
45						
46	DPH #1A					

Program Name: Same as Line 9 on DPH #1)

La Posada

Salaries & Benefits Detail

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		Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Program Director	1.00	61,036	1.00	61,036								
Assistant Director	2.00	83,927	2.00	83,927								
Counselor	11.00	427,942	11.00	427,942								
Clerk	0.34	14,083	0.34	14,083								
Fill-in Counselor		73,727		73,727								
TOTALS	14.34	\$660,715	14.34	\$660,715	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS	27%	\$175,143	27%	175,143								
TOTAL SALARIES & BENEFITS		\$835,858		\$835,858		\$0		\$0		\$0		\$0

Program Name: Shrader
 (Same as Line 9 on DPH #1)

Salaries & Benefits Detail

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: 7/1/10-6/30/11 FTE SALARIES		Proposed Transaction Term: 7/1/10-6/30/11 FTE SALARIES		Proposed Transaction Term: _____ FTE SALARIES		Proposed Transaction Term: _____ FTE SALARIES		Proposed Transaction Term: _____ FTE SALARIES		Proposed Transaction Term: _____ FTE SALARIES	
Program Director	1.00	57,631	1.00	57,631								
Assistant Director	1.00	43,594	1.00	43,594								
Counselor	12.00	465,356	12.00	465,356								
Clerk	0.33	14,083	0.33	14,083								
Rehab Clerk	0.38	17,077	0.38	17,077								
Fill-in Counselor		70,588		70,588								
TOTALS	14.71	\$668,329	14.71	\$668,329	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	27%	\$177,335	27%	177,335								
TOTAL SALARIES & BENEFITS		\$845,664		\$845,664		\$0		\$0		\$0		\$0

Program Name: Avenues
Same as Line 9 on DPH #1)

Salaries & Benefits Detail

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: <small>(grant title)</small>		GRANT #2: <small>(grant title)</small>		WORK ORDER #1: <small>(dept. name)</small>		WORK ORDER #2: <small>(dept. name)</small>	
	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
Program Director	1.00	53,740	1.00	53,740								
Assistant Director	2.00	81,031	2.00	81,031								
Counselor	11.50	439,201	11.50	439,201								
Psychiatrist	0.375	52,060	0.375	52,060								
Rehab Clerk	1.00	34,154	1.00	34,154								
Fill-in Counselor		69,808		69,808								
Fill-in Psychiatrist		12,000		12,000								
Clinical Manager	2.00	117,488	2.00	117,488								
TOTALS	17.88	\$859,482	17.88	\$859,482	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	27%	\$231,176	27%	231,176								
TOTAL SALARIES & BENEFITS		\$1,090,658		\$1,090,658		\$0		\$0		\$0		\$0

Program Name: La Amistad
(Same as Line 9 on DPH #1)

Salaries & Benefits Detail

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: <small>(grant title)</small>		GRANT #2: <small>(grant title)</small>		WORK ORDER #1: <small>(dept. name)</small>		WORK ORDER #2: <small>(dept. name)</small>	
	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
Program Director	1.00	52,280	1.00	52,280								
Assistant Director	1.00	40,174	1.00	40,174								
Counselor	7.50	284,725	7.50	284,725								
Rehab Clerk	0.25	10,197	0.25	10,197								
Fill-in Counselor		45,341		45,341								
TOTALS	9.75	\$432,717	9.75	\$432,717	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	28%	\$120,597	28%	120,597								
TOTAL SALARIES & BENEFITS		\$553,314		\$553,314		\$0		\$0		\$0		\$0

Program Name:
(Same as Line 9 on DPH #1)

Progress House

Salaries & Benefits Detail

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: 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
Program Director	1.00	56,172	1.00	56,172								
Assistant Director	1.00	41,762	1.00	41,762								
Counselor	7.00	266,353	7.00	266,353								
Fill-in Counselor		46,457		46,457								
TOTALS	9.50	\$410,744	9.50	\$410,744	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	27%	\$109,464	27%	\$109,464								
TOTAL SALARIES & BENEFITS		\$520,208		\$520,208		\$0		\$0		\$0		\$0

Program Name:
(Same as Line 9 on DPH #1)

Cortland

Salaries & Benefits Detail

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> FTE SALARIES		Proposed Transaction Term: <u>7/1/10-6/30/11</u> FTE SALARIES		Proposed Transaction Term: _____ FTE SALARIES		Proposed Transaction Term: _____ FTE SALARIES		Proposed Transaction Term: _____ FTE SALARIES		Proposed Transaction Term: _____ FTE SALARIES	
Program Director	1.00	61,036	1.00	61,036								
Assistant Director	1.00	48,838	1.00	48,838								
Counselor	7.00	258,899	7.00	258,899								
Fill-in Counselor		60,380		60,380								
TOTALS	9.00	\$429,153	9.00	\$429,153	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	25%	\$109,062	25%	109,062								
TOTAL SALARIES & BENEFITS		\$538,215		\$538,215		\$0		\$0		\$0		\$0

Program Name: Ashbury House
 Same as Line 9 on DPH #1)

Salaries & Benefits Detail

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: HSA (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: 7/1/10-6/30/11		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Program Director	1.00	61,036	0.60	36,941					0.40	24,095		
Assistant Director	1.00	48,838	0.60	29,559					0.40	19,279		
Counselor	10.00	387,059	6.10	234,262					3.90	152,797		
Fill-in Counselor		65,530		39,661						25,869		
TOTALS	12.00	\$562,463	7.30	\$340,423	0.00	\$0	0.00	\$0	4.70	\$222,040	0.00	\$0

EMPLOYEE FRINGE BENEFITS	25%	\$139,883	25%	83,930			25%	55,953				
TOTAL SALARIES & BENEFITS		\$702,346		\$424,353		\$0		\$0		\$277,993		\$0

Program Name:
 (Same as Line 9 on DPH #1)

Clay Street

Salaries & Benefits Detail

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: <small>(grant title)</small>		GRANT #2: <small>(grant title)</small>		WORK ORDER #1: <small>(dept. name)</small>		WORK ORDER #2: <small>(dept. name)</small>	
	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
Program Director	1.00	59,333	1.00	59,333								
Assistant Director	1.00	48,838	1.00	48,838								
Counselor	11.50	456,587	11.50	456,587								
Rehab Clerk	0.50	10,197	0.50	10,197								
Fill-in Counselor		74,789		74,789								
TOTALS	14.00	\$649,744	14.00	\$649,744	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	27%	\$173,591	27%	173,591								
TOTAL SALARIES & BENEFITS		\$823,335		\$823,335		\$0		\$0		\$0		\$0

Program Name: Dorine Loso House
 (Same as Line 9 on DPH #1)

Salaries & Benefits Detail

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: <small>(grant title)</small>		GRANT #2: <small>(grant title)</small>		WORK ORDER #1: <small>(dept. name)</small>		WORK ORDER #2: <small>(dept. name)</small>	
	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
Program Director	1.00	54,956	1.00	54,956								
Assistant Director	2.00	82,521	2.00	82,521								
Counselor	11.00	415,787	11.00	415,787								
Psychiatrist	0.375	62,060	0.375	62,060								
Fill-in Counselor		79,808		79,808								
TOTALS	14.375	\$695,131	14.375	\$695,131	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	26%	\$177,504	26%	177,504								
TOTAL SALARIES & BENEFITS		\$872,635		\$872,635		\$0		\$0		\$0		\$0

Program Name: Seniors Program
 (Same as Line 9 on DPH #1)

Salaries & Benefits Detail

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: 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
Program Director	1.00	59,333	1.00	59,333								
Assistant Director	2.00	83,991	2.00	83,991								
Counselor	11.50	424,368	11.50	424,368								
Rehab Clerk	0.75	30,592	0.75	30,592								
Fill-in Counselor		78,775		78,775								
TOTALS	15.25	\$677,059	15.25	\$677,059	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	28%	\$187,450	28%	187,450	0.00		0.00		0.00		0.00	
TOTAL SALARIES & BENEFITS		\$864,509		\$864,509		\$0		\$0		\$0		\$0

Program Name:
Same as Line 9 on DPH #1)

Supported Living

Salaries & Benefits Detail

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: <u>(grant title)</u>		GRANT #2: <u>(grant title)</u>		WORK ORDER #1: <u>(dept. name)</u>		WORK ORDER #2: <u>(dept. name)</u>	
	Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction	
	Term: <u>7/1/10-6/30/11</u> FTE	SALARIES	Term: <u>7/1/10-6/30/11</u> FTE	SALARIES	Term: _____ FTE	SALARIES	Term: _____ FTE	SALARIES	Term: _____ FTE	SALARIES	Term: _____ FTE	SALARIES
Program Director	1.00	61,036	1.00	61,036								
Assistant Director	1.00	42,180	1.00	42,180								
Case Manager	4.50	211,080	4.50	211,080								
Rehab Clerk	0.50	20,395	0.50	20,395								
Fill-in Counselor		34,558		34,558								
TOTALS	7.00	\$369,249	7.00	\$369,249	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	26%	\$95,435	26%	95,435								
TOTAL SALARIES & BENEFITS		\$464,684		\$464,684		\$0		\$0		\$0		\$0

Program Name: Dore Street Residential
 (Same as Line 9 on DPH #1)

Salaries & Benefits Detail

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: 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
Program Director	1.00	66,850	1.00	66,850								
Assistant Director	2.00	88,542	2.00	88,542								
Counselor	13.50	487,781	13.50	487,781								
Psychiatrist	0.50	90,254	0.50	90,254								
Nurse Practitioner	0.50	52,782	0.50	52,782								
Rehab Clerk	1.00	32,026	1.00	32,026								
Relief Counselor		72,013		72,013								
Relief Psychiatrist		11,200		11,200								
TOTALS	18.50	\$901,448	18.50	\$901,448	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
EMPLOYEE FRINGE BENEFITS	27%	\$246,096	27%	246,096								
TOTAL SALARIES & BENEFITS		\$1,147,544		\$1,147,544		\$0		\$0		\$0		\$0

Program Name: Dore Street Urgent Care Clinic
Same as Line 9 on DPH #1)

Salaries & Benefits Detail

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: <u>(grant title)</u>		GRANT #2: <u>(grant title)</u>		WORK ORDER #1: <u>(dept. name)</u>		WORK ORDER #2: <u>(dept. name)</u>	
	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
Program Director	1.00	148,500	1.00	148,500								
Clinic Manager	1.00	71,424	1.00	71,424								
Nurse Practitioner	3.00	338,904	3.00	338,904								
Registered Nurses	1.40	155,568	1.40	155,568								
Psychiatric Technicians/LVN	7.00	346,632	7.00	346,632								
Counselor	3.00	111,336	3.00	111,336								
Psychiatrist	0.50	95,004	0.50	95,004								
Administrative Assistant	1.00	48,048	1.00	48,048								
Relief Counselor		22,435		22,435								
Relief Professional Staff		127,742		127,742								
TOTALS	17.90	\$1,465,593	17.90	\$1,465,593	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS	21%	\$309,482	21%	309,482								
TOTAL SALARIES & BENEFITS		\$1,775,075		\$1,775,075		\$0		\$0		\$0		\$0

Program Name: La Posada
 (Same as Line 9 on DPH #1)

Operating Expenses Detail

	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: _____ (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	<u>7/1/10-6/30/11</u>	<u>7/1/10-6/30/11</u>	Term: _____	Term: _____	<u>7/1/10-6/30/11</u>	Term: _____
9 Expenditure Category						
13 Rental of Property	18,230	18,230				
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	19,000	19,000				
15 Office Supplies, Postage	11,500	11,500				
16 Building Maintenance Supplies and Repair	12,111	12,111				
17 Insurance	11,100	11,100				
18 Staff Training	1,800	1,800				
19 Staff Travel-(Local & Out of Town)	1,400	1,400				
20 Rental of Equipment						
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
22 Psychiatric Consultants, Nursing Consultants	81,559	81,559				
23 and Other Consultation						
24 Janitorial service						
25 Computer consulting	3,000	3,000				
26 OTHER						
27 Food	44,000	44,000				
28 Dues & Subs	1,200	1,200				
29 Recreation	550	550				
30 Supplies	6,000	6,000				
31 Prescriptions	422	422				
32 Legal	625	625				
33 Client Expenses						
34 Miscellaneous						
35						
36 TOTAL OPERATING EXPENSE	\$212,497	\$212,497	\$0	\$0	\$0	\$0

Program Name: Shrader House
(Same as Line 9 on DPH #1)

Operating Expenses Detail

	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: _____ (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	<u>7/1/10-6/30/11</u>	<u>7/1/10-6/30/11</u>	Term: _____	Term: _____	<u>7/1/10-6/30/11</u>	Term: _____
12 Expenditure Category						
13 Rental of Property	69,480	69,480				
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	19,950	19,950				
15 Office Supplies, Postage	12,000	12,000				
16 Building Maintenance Supplies and Repair	10,179	10,179				
17 Insurance	7,900	7,900				
18 Staff Training	1,700	1,700				
19 Staff Travel-(Local & Out of Town)	1,900	1,900				
20 Rental of Equipment						
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
22 Psychiatric Consultants, Nursing Consultants	75,500	75,500				
23 and Other Consultation						
24 Janitorial service						
25 Computer consulting	3,300	3,300				
26						
27 OTHER						
28 Food	44,000	44,000				
29 Dues & Subs	1,300	1,300				
30 Recreation	2,450	2,450				
31 Supplies	10,000	10,000				
32 Prescriptions	152	152				
33 Legal	650	650				
34 Client Expenses						
35 Miscellaneous						
36						
37 TOTAL OPERATING EXPENSE	\$260,461	\$260,461	\$0	\$0	\$0	\$0
38						

Operating Expenses Detail

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1															
2															
3															
4	Program Name: Avenues														
5	(Same as Line 9 on DPH #1)														
6															
7															
8															
9															
10															
11															
12	Expenditure Category														
13	Rental of Property				99,264		99,264								
14	Utilities(Elec, Water, Gas, Phone, Scavenger)				24,000		24,000								
15	Office Supplies, Postage				11,000		11,000								
16	Building Maintenance Supplies and Repair				13,000		13,000								
17	Insurance				16,400		16,400								
18	Staff Training				1,750		1,750								
19	Staff Travel-(Local & Out of Town)				1,550		1,550								
20	Rental of Equipment														
21	CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)														
22	Psychiatric Consultants, Nursing Consultants				52,244		52,244								
23	and Other Consultantion														
24	Janitorial service														
25	Computer consulting				4,100		4,100								
26															
27	OTHER														
28	Food				50,800		50,800								
29	Dues & Subs				1,500		1,500								
30	Recreation				600		600								
31	Supplies				9,075		9,075								
32	Prescriptions				372		372								
33	Legal				850		850								
34	Client Expenses														
35	Miscellaneous														
36															
37	TOTAL OPERATING EXPENSE				\$286,505		\$286,505		\$0		\$0		\$0		\$0
38															
39	DPH #3 (CMHS & CSAS)														

Program Name: La Amistad
(Same as Line 9 on DPH #1)

Operating Expenses Detail

	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: <u> </u> (grant title)	GRANT #2: <u> </u> (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: <u> </u> (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	<u>7/1/10-6/30/11</u>	<u>7/1/10-6/30/11</u>	Term: <u> </u>	Term: <u> </u>	<u>7/1/10-6/30/11</u>	Term: <u> </u>
12 Expenditure Category						
13 Rental of Property	52,300	52,300				
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	16,600	16,600				
15 Office Supplies, Postage	9,500	9,500				
16 Building Maintenance Supplies and Repair	13,100	13,100				
17 Insurance	5,000	5,000				
18 Staff Training	2,000	2,000				
19 Staff Travel-(Local & Out of Town)	1,000	1,000				
20 Rental of Equipment						
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
22 Psychiatric Consultants, Nursing Consultants	24,543	24,543				
23 and Other Consultation						
24 Janitorial service						
25 Computer consulting	2,200	2,200				
26						
27 OTHER						
28 Food	50,000	50,000				
29 Dues & Subs	1,100	1,100				
30 Recreation	1,800	1,800				
31 Supplies	15,300	15,300				
32 Prescriptions	172	172				
33 Legal	700	700				
34 Client Expenses						
35 Miscellaneous						
36						
37 TOTAL OPERATING EXPENSE	\$195,315	\$195,315	\$0	\$0	\$0	\$0

4 Program Name: Progress House
5 (Same as Line 9 on DPH #1)

Operating Expenses Detail

	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: _____ (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	7/1/10-6/30/11	7/1/10-6/30/11	Term: _____	Term: _____	7/1/10-6/30/11	Term: _____
12 Expenditure Category						
13 Rental of Property	24,170	24,170				
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	14,225	14,225				
15 Office Supplies, Postage	5,000	5,000				
16 Building Maintenance Supplies and Repair	7,000	7,000				
17 Insurance	6,000	6,000				
18 Staff Training	1,000	1,000				
19 Staff Travel-(Local & Out of Town)	1,600	1,600				
20 Rental of Equipment						
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
22 Psychiatric Consultants, Nursing Consultants	28,685	28,685				
23 and Other Consultantion						
24 Janitorial service						
25 Computer consulting	1,950	1,950				
26						
27 OTHER						
28 Food	42,000	42,000				
29 Dues & Subs	950	950				
30 Recreation	1,500	1,500				
31 Supplies	2,000	2,000				
32 Prescriptions	113	113				
33 Legal	400	400				
34 Client Expenses						
35 Miscellaneous						
36						
37 TOTAL OPERATING EXPENSE	<u>\$136,593</u>	<u>\$136,593</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Program Name: Cortland
 (Same as Line 9 on DPH #1).

Operating Expenses Detail

	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	<u>7/1/10-6/30/11</u>	<u>7/1/10-6/30/11</u>	Term: _____	Term: _____	<u>7/1/10-6/30/11</u>	Term: _____
12 Expenditure Category						
13 Rental of Property	55,200	55,200				
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	12,100	12,100				
15 Office Supplies, Postage	9,000	9,000				
16 Building Maintenance Supplies and Repair	12,000	12,000				
17 Insurance	6,500	6,500				
18 Staff Training	1,500	1,500				
19 Staff Travel-(Local & Out of Town)	1,000	1,000				
20 Rental of Equipment						
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
22 Psychiatric Consultants, Nursing Consultants	29,725	29,725				
23 and Other Consultantion						
24 Janitorial service						
25 Computer consulting	2,200	2,200				
26						
27 OTHER						
28 Food	42,000	42,000				
29 Dues & Subs	1,100	1,100				
30 Recreation	1,500	1,500				
31 Supplies	5,000	5,000				
32 Prescriptions	422	422				
33 Legal	500	500				
34 Client Expenses						
35 Miscellaneous						
36						
37 TOTAL OPERATING EXPENSE	<u>\$179,747</u>	<u>\$179,747</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Program Name: Ashbury
(Same as Line 9 on DPH #1)

Operating Expenses Detail

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: HSA (dept. name)	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
7/1/10-6/30/11	7/1/10-6/30/11	Term: ____	Term: ____	7/1/10-6/30/11	Term: ____
Rental of Property	39,924	24,605		15,319	
Utilities(Elec, Water, Gas, Phone, Scavenger)	20,000	12,326		7,674	
Office Supplies, Postage	4,000	2,465		1,535	
Building Maintenance Supplies and Repair	10,300	6,348		3,952	
Insurance	11,000	6,779		4,221	
Staff Training	1,200	740		460	
Staff Travel-(Local & Out of Town)	700	431		269	
Rental of Equipment					
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)					
Psychiatric Consultants, Nursing Consultants and Other Consultantion	28,562	17,602		10,960	
Janitorial service					
Computer consulting	2,500	1,541		959	
OTHER					
Food	57,000	35,130		21,870	
Dues & Subs	1,100	678		422	
Recreation	1,600	986		614	
Supplies	4,000	2,465		1,535	
Prescriptions	100	62		38	
Legal	525	324		201	
Client Expenses					
Miscellaneous	300	185		115	
TOTAL OPERATING EXPENSE	\$182,811	\$112,668	\$0	\$70,143	\$0

4 Program Name: Clay
5 (Same as Line 9 on DPH #1)

Operating Expenses Detail

	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: _____ (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	<u>7/1/10-6/30/11</u>	<u>7/1/10-6/30/11</u>	Term: _____	Term: _____	<u>7/1/10-6/30/11</u>	Term: _____
12 Expenditure Category						
13 Rental of Property	80,935	80,935				
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	24,500	24,500				
15 Office Supplies, Postage	8,000	8,000				
16 Building Maintenance Supplies and Repair	11,570	11,570				
17 Insurance	13,100	13,100				
18 Staff Training	2,000	2,000				
19 Staff Travel-(Local & Out of Town)	1,926	1,926				
20 Rental of Equipment						
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
22 Psychiatric Consultants, Nursing Consultants	52,700	52,700				
23 and Other Consultantion						
24 Janitorial service						
25 Computer consulting	3,200	3,200				
26						
27 OTHER						
28 Food	64,400	64,400				
29 Dues & Subs	1,500	1,500				
30 Recreation	4,000	4,000				
31 Supplies	6,000	6,000				
32 Prescriptions	102	102				
33 Legal	650	650				
34 Client Expenses						
35 Miscellaneous						
36						
37 TOTAL OPERATING EXPENSE	\$274,583	\$274,583	\$0	\$0	\$0	\$0

Program Name: Dorine Loso House
(Same as Line 9 on DPH #1)

Operating Expenses Detail

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
<u>7/1/10-6/30/11</u>	<u>7/1/10-6/30/11</u>	Term: _____	Term: _____	<u>7/1/10-6/30/11</u>	Term: _____
12 Expenditure Category					
13 Rental of Property	176,100	176,100			
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	20,900	20,900			
15 Office Supplies, Postage	11,000	11,000			
16 Building Maintenance Supplies and Repair	20,360	20,360			
17 Insurance	12,840	12,840			
18 Staff Training	2,060	2,060			
19 Staff Travel-(Local & Out of Town)	1,236	1,236			
20 Rental of Equipment					
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)					
22 Psychiatric Consultants, Nursing Consultants	33,832	33,832			
23 and Other Consultation					
24 Janitorial service					
25 Computer consulting	3,800	3,800			
26					
27 OTHER					
28 Food	57,380	57,380			
29 Dues & Subs	2,575	2,575			
30 Recreation	2,900	2,900			
31 Supplies	11,000	11,000			
32 Prescriptions	258	258			
33 Legal	1,245	1,245			
34 Client Expenses					
35 Miscellaneous					
36					
37 TOTAL OPERATING EXPENSE	<u>\$357,486</u>	<u>\$357,486</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
38					
39 DPH #3 (CMHS & CSAS)					

4 Program Name: Seniors Program
5 (Same as Line 9 on DPH #1)

Operating Expenses Detail

	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: _____ (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	7/1/10-6/30/11	7/1/10-6/30/11	Term: _____	Term: _____	7/1/10-6/30/11	Term: _____
12 Expenditure Category						
13 Rental of Property	92,400	92,400				
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	18,000	18,000				
15 Office Supplies, Postage	5,400	5,400				
16 Building Maintenance Supplies and Repair	14,680	14,680				
17 Insurance	10,000	10,000				
18 Staff Training	2,000	2,000				
19 Staff Travel-(Local & Out of Town)	500	500				
20 Rental of Equipment						
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
22 Psychiatric Consultants, Nursing Consultants	23,400	23,400				
23 and Other Consultantion						
24 Janitorial service						
25 Computer consulting	3,200	3,200				
26						
27 OTHER						
28 Food	53,000	53,000				
29 Dues & Subs	1,500	1,500				
30 Recreation	1,250	1,250				
31 Supplies	4,000	4,000				
32 Prescriptions	98	98				
33 Legal	650	650				
34 Client Expenses						
35 Miscellaneous						
36						
37 TOTAL OPERATING EXPENSE	<u>\$230,078</u>	<u>\$230,078</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Program Name: Supported Living
(Same as Line 9 on DPH #1)

Operating Expenses Detail

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
<u>7/1/10-6/30/11</u>	<u>7/1/10-6/30/11</u>	Term: _____	Term: _____	<u>7/1/10-6/30/11</u>	Term: _____
Rental of Property	23,900	23,900			
Utilities(Elec, Water, Gas, Phone, Scavenger)	12,400	12,400			
Office Supplies, Postage	6,500	6,500			
Building Maintenance Supplies and Repair	21,569	21,569			
Insurance	11,500	11,500			
Staff Training	1,000	1,000			
Staff Travel-(Local & Out of Town)	5,300	5,300			
Rental of Equipment					
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)					
Psychiatric Consultants, Nursing Consultants and Other Consultantion	1,800	1,800			
Janitorial service					
Computer consulting	1,750	1,750			
OTHER					
Food					
Dues & Subs	700	700			
Recreation	250	250			
Supplies	3,000	3,000			
Prescriptions					
Legal	400	400			
Client Expenses	64,800	64,800			
Miscellaneous					
TOTAL OPERATING EXPENSE	\$154,869	\$154,869	\$0	\$0	\$0

4 Program Name: Dore Street Residential
5 (Same as Line 9 on DPH #1)

Operating Expenses Detail

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: <u> </u> (grant title)	GRANT #2: <u> </u> (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: <u> </u> (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
<u>7/1/10-6/30/11</u>	<u>7/1/10-6/30/11</u>	Term: <u> </u>	Term: <u> </u>	<u>7/1/10-6/30/11</u>	Term: <u> </u>
12 Expenditure Category					
13 Rental of Property	115,458	115,458			
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	19,095	19,095			
15 Office Supplies, Postage	11,365	11,365			
16 Building Maintenance Supplies and Repair	12,732	12,732			
17 Insurance	18,000	18,000			
18 Staff Training	1,000	1,000			
19 Staff Travel-(Local & Out of Town)	500	500			
20 Rental of Equipment					
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)					
22 Psychiatric Consultants, Nursing Consultants	14,673	14,673			
23 and Other Consultation					
24 Janitorial service					
25 Computer consulting	4,200	4,200			
26					
27 OTHER					
28 Food	48,801	48,801			
29 Dues & Subs	1,200	1,200			
30 Recreation	500	500			
31 Supplies	13,070	13,070			
32 Prescriptions	750	750			
33 Legal	2,574	2,574			
34 Client Expenses					
35 Miscellaneous	500	500			
36					
37 TOTAL OPERATING EXPENSE	<u>\$264,418</u>	<u>\$264,418</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
38					
39 DPH #3 (CMHS & CSAS)					

Program Name: Dore Street Urgent Care Clinic
(Same as Line 9 on DPH #1)

Operating Expenses Detail

	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: <u> </u> (grant title)	GRANT #2: <u> </u> (grant title)	WORK ORDER #1: <u>HSA</u> (dept. name)	WORK ORDER #2: <u> </u> (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Expenditure Category	<u>7/1/10-6/30/11</u>	<u>7/1/10-6/30/11</u>	Term: <u> </u>	Term: <u> </u>	<u>7/1/10-6/30/11</u>	Term: <u> </u>
12 Rental of Property	187,873	187,873				
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	43,000	43,000				
15 Office Supplies, Postage	24,000	24,000				
16 Building Maintenance Supplies and Repair	12,731	12,731				
17 Insurance	40,551	40,551				
18 Staff Training	6,300	6,300				
19 Staff Travel-(Local & Out of Town)	3,000	3,000				
20 Rental of Equipment						
21 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
22 Psychiatric Consultants, Nursing Consultants	160,000	160,000				
23 and Other Consultantion						
24 Janitorial service	9,600	9,600				
25 Computer consulting	6,500	6,500				
26						
27 OTHER						
28 Food	30,000	30,000				
29 Dues & Subs	2,758	2,758				
30 Recreation	500					
31 Supplies	12,000	12,000				
32 Prescriptions	8,654	8,654				
33 Legal	1,500	1,500				
34 Client Expenses						
35 Miscellaneous						
36						
37 TOTAL OPERATING EXPENSE	<u>\$549,467</u>	<u>\$548,967</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

4	Program f
5	(Same as Line 9 on DPH #1)
6	

**Capital Expenditure Detail
(Equipment and Remodeling Cost)**

10 1. Equipment

	No.	ITEM/DESCRIPTION	FUNDING SOURCE [General Fund, Grant (List Title), or Work Order (List Dept.)]	PURCHASE COST <i>EACH</i>	TOTAL COST
11					
12					0
13					0
14					0
15					0
16					0
17					0
18					0
19					0

20	TOTAL EQUIPMENT COST	\$0
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21

22 2. Remodeling

23	Description:
24	
25	
26	
27	
28	

29	TOTAL REMODELING COST	\$0
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30		\$0
31	TOTAL CAPITAL EXPENDITURE	\$0

32	(Equipment plus Remodeling Cost)	\$0
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33	
34	DPH #4 (CMHS & CSAS)

Program Name: La Posada
 (Same as Line 9 on DPH #1)

Indirect Cost Detail

1. Salaries and Benefits

Expenditure Category	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #1: (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:	
Position Title	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Executive Director	0.065	8,121	0.065	8,121								
Chief Financial Officer	0.065	6,291	0.065	6,291								
Director Of Clinical Services	0.065	4,759	0.065	4,759								
Deputy Director of Clinical Services	0.065	4,372	0.065	4,372								
Asst. Director of Finance & Operations	0.065	3,416	0.065	3,416								
Executive Assistant	0.065	2,375	0.065	2,375								
Human Resources Manager	0.065	2,733	0.065	2,733								
Head Bookkeeper	0.065	3,142	0.065	3,142								
Senior Bookkeeper	0.065	1,995	0.065	1,995								
Senior Payroll Clerk	0.065	2,499	0.065	2,499								
Payroll Clerk	0.065	1,870	0.065	1,870								
Program Data Clerk	0.065	1,689	0.065	1,689								
Secretary/Reception	0.065	2,448	0.065	2,448								
Facilities Manager	0.065	3,419	0.065	3,419								
EMPLOYEE FRINGE BENEFITS		10,782		10,782		\$		\$				\$
TOTAL SALARIES & BENEFITS		\$59,911		\$59,911		\$0		\$0		\$0		\$0

2. Operating Cost

Expenditure Category												
Utilities		1,421		1,421								
Insurance		720		720								
Repair & maintenance		458		458								
Consulting		1048		1,048								
Auto		242		242								
Parking		1166		1,166								
TOTAL OPERATING COSTS		\$5,057		\$5,057								

TOTAL INDIRECT COSTS

(Salaries & Benefits + Operating Cost)		\$64,968		\$64,968								
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DPH #5 (CMHS & CSAS)

Program Name: Shrader House
 (Same as Line 9 on DPH #1)

Indirect Cost Detail

1. Salaries and Benefits

Expenditure Category	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #1: (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:	
Position Title	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Executive Director	0.072	8,914	0.072	8,914								
Chief Financial Officer	0.072	6,906	0.072	6,906								
Director Of Clinical Services	0.072	5,224	0.072	5,224								
Deputy Director of Clinical Services	0.072	4,800	0.072	4,800								
Asst. Director of Finance & Operations	0.072	3,749	0.072	3,749								
Executive Assistant	0.072	2,607	0.072	2,607								
Human Resources Manager	0.072	3,000	0.072	3,000								
Head Bookkeeper	0.072	3,449	0.072	3,449								
Senior Bookkeeper	0.072	2,190	0.072	2,190								
Senior Payroll Clerk	0.072	2,743	0.072	2,743								
Payroll Clerk	0.072	2,053	0.072	2,053								
Program Data Clerk	0.072	1,854	0.072	1,854								
Secretary/Reception	0.072	2,688	0.072	2,688								
Facilities Manager	0.072	3,753	0.072	3,753								
EMPLOYEE FRINGE BENEFITS		11,836		11,836		\$		\$				\$
TOTAL SALARIES & BENEFITS		\$65,766		\$65,766		\$0		\$0		\$0		\$0

2. Operating Cost

Expenditure Category	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Utilities		1,560		1,560								
Insurance		791		791								
Repair & maintenance		503		503								
Consulting		1,150		1,150								
Auto		266		266								
Parking		1,280		1,280								
TOTAL OPERATING COSTS		\$5,551		\$5,551								

TOTAL INDIRECT COSTS		\$71,316		\$71,316								
(Salaries & Benefits + Operating Cost)												

DPH #5 (CMHS & CSAS)

Program Name: Avenues
 (Same as Line 9 on DPH #1)

Indirect Cost Detail

1. Salaries and Benefits

Expenditure Category	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #1: (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:	
Position Title	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Executive Director	0.092	11,410	0.092	11,410								
Chief Financial Officer	0.092	8,839	0.092	8,839								
Director Of Clinical Services	0.092	6,686	0.092	6,686								
Deputy Director of Clinical Services	0.092	6,143	0.092	6,143								
Asst. Director of Finance & Operations	0.092	4,799	0.092	4,799								
Executive Assistant	0.092	3,337	0.092	3,337								
Human Resources Manager	0.092	3,839	0.092	3,839								
Head Bookkeeper	0.092	4,415	0.092	4,415								
Senior Bookkeeper	0.092	2,803	0.092	2,803								
Senior Payroll Clerk	0.092	3,511	0.092	3,511								
Payroll Clerk	0.092	2,628	0.092	2,628								
Program Data Clerk	0.092	2,373	0.092	2,373								
Secretary/Reception	0.092	3,440	0.092	3,440								
Facilities Manager	0.092	4,804	0.092	4,804								
EMPLOYEE FRINGE BENEFITS		15,149		15,149		\$		\$				\$
TOTAL SALARIES & BENEFITS		\$84,175		\$84,175		\$0		\$0		\$0		\$0

2. Operating Cost

Expenditure Category												
Utilities		1,997		1,997								
Insurance		1,012		1,012								
Repair & maintenance		644		644								
Consulting		1472		1,472								
Auto		340		340								
Parking		1638		1,638								
TOTAL OPERATING COSTS		\$7,104		\$7,104								

TOTAL INDIRECT COSTS		\$91,279		\$91,279								
(Salaries & Benefits + Operating Cost)												

DPH #5 (CMHS & CSAS)

1
 2
 3 Program Name: Progress House
 4 (Same as Line 9 on DPH #1)

Indirect Cost Detail

1. Salaries and Benefits		TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #1: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
		PROPOSED TRANSACTION		PROPOSED TRANSACTION		PROPOSED TRANSACTION		PROPOSED TRANSACTION		PROPOSED TRANSACTION		PROPOSED TRANSACTION	
10 Expenditure Category		Term: 7/1/10-6/30/11		Term: 7/1/10-6/30/11		Term:		Term:		Term:		Term:	
12 Position Title		FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
13	Executive Director	0.043	5,283	0.043	5,283								
14	Chief Financial Officer	0.043	4,092	0.043	4,092								
15	Director Of Clinical Services	0.043	3,096	0.043	3,096								
16	Deputy Director of Clinical Services	0.043	2,844	0.043	2,844								
17	Asst. Director of Finance & Operations	0.043	2,222	0.043	2,222								
18	Executive Assistant	0.043	1,545	0.043	1,545								
19	Human Resources Manager	0.043	1,778	0.043	1,778								
20	Head Bookkeeper	0.043	2,044	0.043	2,044								
21	Senior Bookkeeper	0.043	1,298	0.043	1,298								
22	Senior Payroll Clerk	0.043	1,626	0.043	1,626								
23	Payroll Clerk	0.043	1,217	0.043	1,217								
24	Program Data Clerk	0.043	1,099	0.043	1,099								
25	Secretary/Reception	0.043	1,593	0.043	1,593								
26	Facilities Manager	0.043	2,224	0.043	2,224								
27	EMPLOYEE FRINGE BENEFITS		7,015		7,015		\$		\$				\$
28	TOTAL SALARIES & BENEFITS		\$38,975		\$38,975		\$0		\$0		\$0		\$0
29													
30	2. Operating Cost												
31	Expenditure Category												
32	Utilities		925		925								
33	Insurance		469		469								
34	Repair & maintenance		298		298								
35	Consulting		682		682								
36	Auto		158		158								
37	Parking		759		759								
38	TOTAL OPERATING COSTS		\$3,289		\$3,289								
39													
40	TOTAL INDIRECT COSTS		\$42,265		\$42,265								
41	(Salaries & Benefits + Operating Cost)												
42	DPH #5 (CMHS & CSAS)												

Program Name: Clay
 (Same as Line 9 on DPH #1)

Indirect Cost Detail

1. Salaries and Benefits

7	8	9	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1:		GRANT #1:		WORK ORDER #1:		WORK ORDER #2:	
			PROPOSED TRANSACTION		PROPOSED TRANSACTION		(grant title)		(grant title)		(dept. name)		(dept. name)	
			Term:	7/1/10-6/30/11	Term:	7/1/10-6/30/11	Term:		Term:		Term:		Term:	
10	11	12	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
13	Expenditure Category	Position Title												
		Executive Director	0.059	7,317	0.059	7,317								
		Chief Financial Officer	0.059	5,668	0.059	5,668								
		Director Of Clinical Services	0.059	4,287	0.059	4,287								
		Deputy Director of Clinical Services	0.059	3,939	0.059	3,939								
		Asst. Director of Finance & Operations	0.059	3,077	0.059	3,077								
		Executive Assistant	0.059	2,140	0.059	2,140								
		Human Resources Manager	0.059	2,462	0.059	2,462								
		Head Bookkeeper	0.059	2,831	0.059	2,831								
		Senior Bookkeeper	0.059	1,797	0.059	1,797								
		Senior Payroll Clerk	0.059	2,252	0.059	2,252								
		Payroll Clerk	0.059	1,685	0.059	1,685								
		Program Data Clerk	0.059	1,522	0.059	1,522								
		Secretary/Reception	0.059	2,206	0.059	2,206								
		Facilities Manager	0.059	3,081	0.059	3,081								
		EMPLOYEE FRINGE BENEFITS		9,715		9,715		\$		\$				\$
		TOTAL SALARIES & BENEFITS		\$53,978		\$53,978		\$0		\$0		\$0		\$0

2. Operating Cost

31	32	33	34	35	36	37	38
Expenditure Category							
Utilities		1,280		1,280			
Insurance		649		649			
Repair & maintenance		413		413			
Consulting		944		944			
Auto		218		218			
Parking		1,051		1,051			
TOTAL OPERATING COSTS		\$4,556		\$4,556			

TOTAL INDIRECT COSTS

(Salaries & Benefits + Operating Cost)

DPH #5 (CMHS & CSAS)

\$58,534

\$58,534

PROGRAM BUDGET (MH 1904A (4/02))

FISCAL YEAR: 10-11

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

LEGAL ENTITY CODE AND NAME:

TREATMENT PROGRAM - 3

PROGRAM TYPE 01

MODE OF SERVICE 05

10 DAY SERVICES

15 OUTPATIENT SVCS

45 OUTREACH SERVICES

60 SUPPORT SERVICES

LINE	PROVIDER CODE/NAME	La Posada	Shrader	Avenues	Dore Residential	La Amistad	Progress House	TOTAL	LINE
1	REPORTING UNIT CODE/NAME	38081	89661	38A41		38091	38371		1
2	MODE OF SVCS/ SERVICE FUNCTION CODE	05-40	05-40	05-40	05-40	05-65	05-65		2
FUNDING USES:									
1	SALARIES & EMPLOYEE BENEFITS	735,555	744,184	970,686	1,044,265	348,588	327,731		1
2	OPERATING EXPENSE	143,815	204,986	215,921	190,406	114,402	60,399		2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item								3
4	SUBTOTAL DIRECT COSTS	879,370	949,170	1,186,607	1,234,671	462,990	388,130		4
5	INDIRECT COST RATE/AMOUNT %	57,173	62,758	81,238	123,112	25,633	26,627		5
6	TOTAL DIRECT COSTS	936,543	1,011,928	1,267,845	1,357,783	488,623	414,757		6
7	NEGOTIATED NET AMT/NEGOTIATED RATE								7
8	ACTUAL COST/FEE FOR SVC CONTRACTS								8
9	GROSS COST	936,543	1,011,928	1,267,845	1,357,783	488,623	414,757		9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL								10
11	ADJUSTED GROSS COST	936,543	1,011,928	1,267,845	1,357,783	488,623	414,757		11
FUNDING SOURCES:									
12a	GRANTS:								12
13b	SAMHSA GRANTS								13
14c	PATH GRANTS								14
15d	RWJ GRANTS								15
16e	MH AIDS GRANTS								16
17f	OTHER GRANTS								17
18g	PATIENT FEES								18
19h	PATIENT INSURANCE								19
20i	REGULAR SD/MC (FFP Only)	396,087	441,975	589,437	660,058	185,633	221,313		20
21j	HEALTHY FAMILY (FFP Only)								21
22k	EPSDT SD/MC (State Share Est)								22
23l	FAMILY MOSAIC CAPITATED MEDICAL								23
24m	MEDICARE								24
25n	SGF-CSOC Allocation								25
26o	SGF-Cmmty Svcs (AB2034)								26
27p	SGF Managed Care								27
28q	SGF-Managed Care-PY Roll-Over								28
29r	SGF-SEP								29
30s	SGF-County Match								30
31t	SB 90 (AB3632)								31
32u	CALWORKS								32
33v	WO-DCYF								33
34w	WO-DHS								34
35x	WO-OTHERS (Sheriff, Juvenile Prob)								35
36y	MISC DPH REVENUES (CHS Funding, Prop J)								36
37z	REALIGNMENT FUNDS/MOE	254,269	283,727	378,391	423,726	119,168	142,072		37
38aa	COUNTY OVERMATCH	274,187	274,226	288,017	261,999	153,822	21,372		38
39	SUBTOTAL DPH REVENUES	924,543	999,928	1,255,845	1,345,783	458,623	384,757		39
40ab	OTHER REVENUES (PROVIDER'S)								40
41ac	GRANTS								41
42ad	IN-KIND								42
43ae	PROVIDER CLIENT FEES	12,000	12,000	12,000	12,000	30,000	30,000		43
44af	PROVIDER-FOOD STAMP								44
45ag	MISC REVENUES (Fund Raising, etc.)								45
46	SUBTOTAL PROVIDER REVENUES	12,000	12,000	12,000	12,000	30,000	30,000		46
47	TOTAL REVENUES	936,543	1,011,928	1,267,845	1,357,783	488,623	414,757		47
48	NET COST	0	0	0	0	0	0		48
UNITS-SVCS/TIME AND UNIT COST:									
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)	3,103	3,103	3,723	4,244	4,033	3,103		49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)								50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48)	301.82	326.11	340.54	319.93	121.16	133.66		51

PROGRAM BUDGET [MH 1904A (4/02)]

FISCAL YEAR: 10-11

PROGRAM TYPE 01

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

MODE OF SERVICE 05

10 DAY SERVICES

46 OUTREACH SERVICES

LEGAL ENTITY CODE AND NAME:

15 OUTPATIENT SVCS

60 SUPPORT SERVICES

TREATMENT PROGRAM - 3

LINE	PROVIDER CODE/NAME	Cortland	Ashbury	Clay	Rypins	Carroll	Loso House	TOTAL	LINE
1	SALARIES & EMPLOYEE BENEFITS	339,075	289,531	518,701	219,672	219,672	549,760		1
2	OPERATING EXPENSE	99,445	51,194	144,016	54,286	54,286	190,647		2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item								3
4	SUBTOTAL DIRECT COSTS	438,520	340,725	662,717	273,958	273,958	740,407		4
5	INDIRECT COST RATE/AMOUNT %	29,997	22,023	36,876	13,228	13,228	74,397		5
6	TOTAL DIRECT COSTS	468,517	362,748	699,593	287,186	287,186	814,804		6
7	NEGOTIATED NET AMT/NEGOTIATED RATE								7
8	ACTUAL COST/FEE FOR SVC CONTRACTS								8
9	GROSS COST	468,517	362,748	699,593	287,186	287,186	814,804		9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL								10
11	ADJUSTED GROSS COST	468,517	362,748	699,593	287,186	287,186	814,804		11
FUNDING USES:									
12	a GRANTS:								12
13	b. SAMHSA GRANTS								13
14	c. PATH GRANTS								14
15	d. RWJ GRANTS								15
16	e. MH AIDS GRANTS								16
17	f. OTHER GRANTS								17
18	g. PATIENT FEES								18
19	h. PATIENT INSURANCE								19
20	i. REGULAR SD/MC (FFP Only)	176,691	194,854	365,530	152,226	140,276	401,709		20
21	j. HEALTHY FAMILY (FFP Only)								21
22	k. EPSDT SD/MC (State Share Est)								22
23	l. FAMILY MOSAIC CAPITATED MEDICAL								23
24	m. MEDICARE								24
25	n. SGF-CSOC Allocation								25
26	o. SGF-Cmnty Svcs (AB2034)								26
27	p. SGF Managed Care								27
28	q. SGF-Managed Care-PY Roll-Over								28
29	r. SGF-SEP								29
30	s. SGF-County Match								30
31	t. SB 90 (AB3632)								31
32	u. CALWORKS								32
33	v. WO-DCYF								33
34	w. WO-DHS								34
35	x. WO-OTHERS (Sheriff, Juvenile Prob)								35
36	y. MISC DPH REVENUES (CHS Funding, Prop J)								36
37	z. REALIGNMENT FUNDS/MOE	113,427	125,087	234,653	97,722	90,051	257,878		37
38	aa. COUNTY OVERMATCH	149,599	12,807	17,410	16,236	35,859	73,217		38
39	SUBTOTAL DPH REVENUES	439,717	332,748	617,593	266,186	266,186	732,804		39
40	ab. OTHER REVENUES (PROVIDER'S)								40
41	ac. GRANTS								41
42	ad. IN-KIND								42
43	ae. PROVIDER CLIENT FEES	28,800	30,000	82,000	21,000	21,000	82,000		43
44	af. PROVIDER-FOOD STAMP								44
45	ag. MISC REVENUES (Fund Raising, etc.)								45
46	SUBTOTAL PROVIDER REVENUES	28,800	30,000	82,000	21,000	21,000	82,000		46
47	TOTAL REVENUES	468,517	362,748	699,593	287,186	287,186	814,804		47
48	NET COST	0	0	0	0	0	0		48
UNITS-SVCS/TIME AND UNIT COST:									
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)	3,103	1,861	4,654	1,862	1,862	4,654		49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)								50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48))	150.99	194.92	150.32	154.24	154.24	175.08		51

PROGRAM BUDGET [MH 1904A (4/02)]

FISCAL YEAR: 10-11

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

LEGAL ENTITY CODE AND NAME:

TREATMENT PROGRAM - 3

PROGRAM TYPE 01

MODE OF SERVICE 10

10 DAY SERVICES

15 OUTPATIENT SVCS

45 OUTREACH SERVICES

60 SUPPORT SERVICES

LINE	PROVIDER CODE/NAME	Ashbury Day	Clay Day	Rypins Day	Losco Day	La Amistad Day	Progress Day	TOTAL	LINE
1	SALARIES & EMPLOYEE BENEFITS	135,553	304,634	425,166	322,875	204,726	182,477		1
2	OPERATING EXPENSE	23,984	62,167	67,254	106,559	29,113	32,694		2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item								3
4	SUBTOTAL DIRECT COSTS	159,537	366,801	492,420	429,434	233,839	225,171		4
5	INDIRECT COST RATE/AMOUNT %	10,311	21,658	25,602	43,693	15,055	15,638		5
6	TOTAL DIRECT COSTS	169,848	388,459	518,022	473,127	248,894	240,809		6
7	NEGOTIATED NET AMT/NEGOTIATED RATE								7
8	ACTUAL COST/FEE FOR SVC CONTRACTS								8
9	GROSS COST	169,848	388,459	518,022	473,127	248,894	240,809		9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL								10
11	ADJUSTED GROSS COST	169,848	388,459	518,022	473,127	248,894	240,809		11
FUNDING SOURCES:									
12a	GRANTS:								12
13b	SAMHSA GRANTS								13
14c	PATH GRANTS								14
15d	RWJ GRANTS								15
16e	MH AIDS GRANTS								16
17f	OTHER GRANTS								17
18g	PATIENT FEES								18
19h	PATIENT INSURANCE								19
20i	REGULAR SD/MC (FFP Only)	98,575	234,000	306,873	262,806	146,266	111,329		20
21j	HEALTHY FAMILY (FFP Only)								21
22k	EPSDT SD/MC (State Share Est)								22
23l	FAMILY MOSAIC CAPITATED MEDICAL								23
24m	MEDICARE								24
25n	SGF-CSOC Allocation								25
26o	SGF-Cmmty Svcs (AB2034)								26
27p	SGF Managed Care								27
28q	SGF-Managed Care-PY Roll-Over								28
29r	SGF-SEP								29
30s	SGF-County Match								30
31t	SB 90 (AB3632)								31
32u	CALWORKS								32
33v	WO-DCYF								33
34w	WO-DHS								34
35x	WO-OTHERS (Sheriff, Juvenile Prob)								35
36y	MISC DPH REVENUES (CHS Funding, Prop J)								36
37z	REALIGNMENT FUNDS/MOE	63,281	150,217	196,998	168,709	93,896	71,468		37
38aa	COUNTY OVERMATCH	7,992	4,242	14,151	41,612	8,732	58,012		38
39	SUBTOTAL DPH REVENUES	169,848	388,459	518,022	473,127	248,894	240,809		39
40ab	OTHER REVENUES (PROVIDER'S)								40
41ac	GRANTS								41
42ad	IN-KIND								42
43ae	PROVIDER CLIENT FEES								43
44af	PROVIDER-FOOD STAMP								44
45ag	MISC REVENUES (Fund Raising, etc.)								45
46	SUBTOTAL PROVIDER REVENUES						0		46
47	TOTAL REVENUES	169,848	388,459	518,022	473,127	248,894	240,809		47
48	NET COST	0	0	0	0	0	0		48
UNITS-SVCS/TIME AND UNIT COST:									
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)	1,032	3,170	4,120	3,315	2,520	2,210		49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)								50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48))	164.58	122.54	125.73	142.72	98.77	108.96		51

PROGRAM BUDGET (MH 1904A (4/02))

FISCAL YEAR: 10-11

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

PROGRAM TYPE 01

MODE OF SERVICE 10

LEGAL ENTITY CODE AND NAME:

10 DAY SERVICES

45 OUTREACH SERVICES

TREATMENT PROGRAM - 3

15 OUTPATIENT SVCS

60 SUPPORT SERVICES

LINE	DESCRIPTION	CORLAND DAY				TOTAL	LINE
1	PROVIDER CODE/NAME	Corland Day					1
2	REPORTING UNIT CODE/NAME	38632					2
3	MODE OF SVCS/ SERVICE FUNCTION CODE	10-95					3
FUNDING USES:							
1	SALARIES & EMPLOYEE BENEFITS	199,140					1
2	OPERATING EXPENSE	36,802					2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item						3
4	SUBTOTAL DIRECT COSTS	235,942					4
5	INDIRECT COST RATE/AMOUNT _____%	17,617					5
6	TOTAL DIRECT COSTS	253,559					6
7	NEGOTIATED NET AMT/NEGOTIATED RATE						7
8	ACTUAL COST/FEE FOR SVC CONTRACTS						8
9	GROSS COST	253,559					9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL						10
11	ADJUSTED GROSS COST	253,559					11
FUNDING SOURCES:							
12a	GRANTS:						12
13b	SAMHSA GRANTS						13
14c	PATH GRANTS						14
15d	RWJ GRANTS						15
16e	MH AIDS GRANTS						16
17f	OTHER GRANTS						17
18g	PATIENT FEES						18
19h	PATIENT INSURANCE						19
20i	REGULAR SD/MC (FFP Only)	103,846					20
21j	HEALTHY FAMILY (FFP Only)						21
22k	EPSDT SD/MC (State Share Est)						22
23l	FAMILY MOSAIC CAPITATED MEDICAL						23
24m	MEDICARE						24
25n	SGF-CSOC Allocation						25
26o	SGF-Cmnty Svcs (AB2034)						26
27p	SGF Managed Care						27
28q	SGF-Managed Care-PY Roll-Over						28
29r	SGF-SEP						29
30s	SGF-County Match						30
31t	SB 90 (AB3632)						31
32u	CALWORKS						32
33v	WO-DCYF						33
34w	WO-DHS						34
35x	WO-OTHERS (Sheriff, Juvenile Prob)						35
36y	MISC DPH REVENUES (CHS Funding, Prop J)						36
37z	REALIGNMENT FUNDS/MOE	66,665					37
38aa	COUNTY OVERMATCH	83,048					38
39	SUBTOTAL DPH REVENUES	253,559					39
40ab	OTHER REVENUES (PROVIDER'S)						40
41ac	GRANTS						41
42ad	IN-KIND						42
43ae	PROVIDER CLIENT FEES						43
44af	PROVIDER-FOOD STAMP						44
45ag	MISC REVENUES (Fund Raising, etc.)						45
46	SUBTOTAL PROVIDER REVENUES						46
47	TOTAL REVENUES	253,559					47
48	NET COST	0					48
UNITS-SVCS/TIME AND UNIT COST:							
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)	2,060					49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)						50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48))	123.09					51

PROGRAM BUDGET (MH 1904A (4/02))

FISCAL YEAR: 10-11

PROGRAM TYPE 01

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

MODE OF SERVICE 10

LEGAL ENTITY CODE AND NAME:

10 DAY SERVICES

45 OUTREACH SERVICES

TREATMENT PROGRAM - 3

15 OUTPATIENT SVCS

60 SUPPORT SERVICES

LINE	DESCRIPTION	Urgent Care					TOTAL	LINE
1	PROVIDER CODE/NAME							1
2	REPORTING UNIT CODE/NAME							2
3	MODE OF SVCS/ SERVICE FUNCTION CODE	10-25						3
FUNDING USES:								
1	SALARIES & EMPLOYEE BENEFITS	1,775,075						1
2	OPERATING EXPENSE	549,467						2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item							3
4	SUBTOTAL DIRECT COSTS	2,324,542						4
5	INDIRECT COST RATE/AMOUNT %	183,700						5
6	TOTAL DIRECT COSTS	2,508,242						6
7	NEGOTIATED NET AMT/NEGOTIATED RATE							7
8	ACTUAL COST/FEE FOR SVC CONTRACTS							8
9	GROSS COST	2,508,242						9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL							10
11	ADJUSTED GROSS COST	2,508,242						11
FUNDING SOURCES:								
12a	GRANTS:							12
13b	SAMHSA GRANTS							13
14c	PATH GRANTS							14
15d	RWJ GRANTS							15
16e	MH AIDS GRANTS							16
17f	OTHER GRANTS							17
18g	PATIENT FEES							18
19h	PATIENT INSURANCE							19
20i	REGULAR SD/MC (FFP Only)	989,378						20
21j	HEALTHY FAMILY (FFP Only)							21
22k	EPSDT SD/MC (State Share Est)							22
23l	FAMILY MOSAIC CAPITATED MEDICAL							23
24m	MEDICARE							24
25n	SGF-CSOC Allocation							25
26o	SGF-Cmmy Svcs (AB2034)							26
27p	SGF Managed Care							27
28q	SGF-Managed Care-PY Roll-Over							28
29r	SGF-SEP							29
30s	SGF-County Match							30
31t	SB 90 (AB3632)							31
32u	CALWORKS							32
33v	WO-DCYF							33
34w	WO-DHS							34
35x	WO-OTHERS (Sheriff, Juvenile Prob)							35
36y	MISC DPH REVENUES (CHS Funding, Prop J)							36
37z	REALIGNMENT FUNDS/MOE	635,134						37
38aa	COUNTY OVERMATCH	883,730						38
39	SUBTOTAL DPH REVENUES	2,508,242						39
40ab	OTHER REVENUES (PROVIDER'S)							40
41ac	GRANTS							41
42ad	IN-KIND							42
43ae	PROVIDER CLIENT FEES							43
44af	PROVIDER-FOOD STAMP							44
45ag	MISC REVENUES (Fund Raising, etc.)							45
46	SUBTOTAL PROVIDER REVENUES	0						46
47	TOTAL REVENUES	2,508,242						47
48	NET COST	0						48
UNITS-SVCS/TIME AND UNIT COST:								
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)	31,410						49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)							50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48))	79.85						51

PROGRAM BUDGET (MH 1904A (4/02))

FISCAL YEAR: 10-11

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

LEGAL ENTITY CODE AND NAME:

TREATMENT PROGRAM - 3

PROGRAM TYPE 01

MODE OF SERVICE 15

10 DAY SERVICES

15 OUTPATIENT SVCS

45 OUTREACH SERVICES

60 SUPPORT SERVICES

LINE	PROVIDER CODE/NAME	La Posada	Shrader	Avenues	Dore Residential	TOTAL	LINE
1	REPORTING UNIT CODE/NAME	3808OP	8966OP	38A43			1
2	MODE OF SVCS/ SERVICE FUNCTION CODE	15-60	15-60	15-60	15-60		2
FUNDING USES:							
1	SALARIES & EMPLOYEE BENEFITS	100,303	101,480	119,972	103,279		1
2	OPERATING EXPENSE	24,132	9,026	19,184	24,711		2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item						3
4	SUBTOTAL DIRECT COSTS	124,435	110,505	139,156	127,990		4
5	INDIRECT COST RATE/AMOUNT %	7,796	8,558	10,041	12,176		5
6	TOTAL DIRECT COSTS	132,231	119,063	149,197	140,166		6
7	NEGOTIATED NET AMT/NEGOTIATED RATE						7
8	ACTUAL COST/FEE FOR SVC CONTRACTS						8
9	GROSS COST	132,231	119,063	149,197	140,166		9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL						10
11	ADJUSTED GROSS COST	132,231	119,063	149,197	140,166		11
FUNDING SOURCES:							
12a	GRANTS:						12
13b	SAMHSA GRANTS						13
14c	PATH GRANTS						14
15d	RWJ GRANTS						15
16e	MH AIDS GRANTS						16
17f	OTHER GRANTS						17
18g	PATIENT FEES						18
19h	PATIENT INSURANCE						19
20i	REGULAR SD/MC (FFP Only)	54,167	62,304	65,715	57,926		20
21j	HEALTHY FAMILY (FFP Only)						21
22k	EPSDT SD/MC (State Share Est)						22
23l	FAMILY MOSAIC CAPITATED MEDICAL						23
24m	MEDICARE						24
25n	SGF-CSOC Allocation						25
26o	SGF-Cmnty Svcs (AB2034)						26
27p	SGF Managed Care						27
28q	SGF-Managed Care-PY Roll-Over						28
29r	SGF-SEP						29
30s	SGF-County Match						30
31t	SB 90 (AB3632)						31
32u	CALWORKS						32
33v	WO-DCYF						33
34w	WO-DHS						34
35x	WO-OTHERS (Sheriff, Juvenile Prob)						35
36y	MISC DPH REVENUES (CHS Funding, Prop J)						36
37z	REALIGNMENT FUNDS/MOE	34,773	39,997	42,186	37,186		37
38aa	COUNTY OVERMATCH	43,291	16,762	41,296	45,054		38
39	SUBTOTAL DPH REVENUES	132,231	119,063	149,197	140,166		39
40ab	OTHER REVENUES (PROVIDER'S)						40
41ac	GRANTS						41
42ad	IN-KIND						42
43ae	PROVIDER CLIENT FEES						43
44af	PROVIDER-FOOD STAMP						44
45ag	MISC REVENUES (Fund Raising, etc.)						45
46	SUBTOTAL PROVIDER REVENUES	0	0	0	0		46
47	TOTAL REVENUES	132,231	119,063	149,197	140,166		47
48	NET COST	0	0	0	0		48
UNITS-SVCS/TIME AND UNIT COST:							
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)						49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)	30,000	25,000	30,000	30,000		50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48)	4.41	4.76	4.97	4.67		51

PROGRAM BUDGET (MH 1904A (4/02))

FISCAL YEAR: 10-11

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

LEGAL ENTITY CODE AND NAME:

TREATMENT PROGRAM - 3

PROGRAM TYPE 01

MODE OF SERVICE 15

10 DAY SERVICES

15 OUTPATIENT SVCS

45 OUTREACH SERVICES

60 SUPPORT SERVICES

LINE	DESCRIPTION	Supported Living					TOTAL	LINE
1	PROVIDER CODE/NAME	3838OP						1
2	REPORTING UNIT CODE/NAME	15-40						2
3	MODE OF SVCS/ SERVICE FUNCTION CODE							3
FUNDING USES:								
1	SALARIES & EMPLOYEE BENEFITS	464,684						1
2	OPERATING EXPENSE	154,869						2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item							3
4	SUBTOTAL DIRECT COSTS	619,553						4
5	INDIRECT COST RATE/AMOUNT %	32,740						5
6	TOTAL DIRECT COSTS	652,293						6
7	NEGOTIATED NET AMT/NEGOTIATED RATE							7
8	ACTUAL COST/FEE FOR SVC CONTRACTS							8
9	GROSS COST	652,293						9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL							10
11	ADJUSTED GROSS COST	652,293						11
FUNDING SOURCES:								
12a	GRANTS:							12
13b	SAMHSA GRANTS							13
14c	PATH GRANTS							14
15d	RWJ GRANTS							15
16e	MH AIDS GRANTS							16
17f	OTHER GRANTS							17
18g	PATIENT FEES							18
19h	PATIENT INSURANCE							19
20i	REGULAR SD/MC (FFP Only)	392,075						20
21j	HEALTHY FAMILY (FFP Only)							21
22k	EPSDT SD/MC (State Share Est)							22
23l	FAMILY MOSAIC CAPITATED MEDICAL							23
24m	MEDICARE							24
25n	SGF-CSOC Allocation							25
26o	SGF-Cmnty Svcs (AB2034)							26
27p	SGF Managed Care							27
28q	SGF-Managed Care-PY Roll-Over							28
29r	SGF-SEP							29
30s	SGF-County Match							30
31t	SB 90 (AB3632)							31
32u	CALWORKS							32
33v	WO-DCYF							33
34w	WO-DHS							34
35x	WO-OTHERS (Sheriff, Juvenile Prob)							35
36y	MISC DPH REVENUES (CHS Funding, Prop J)							36
37z	REALIGNMENT FUNDS/MOE	251,693						37
38	COUNTY OVERMATCH	8,525						38
39	SUBTOTAL DPH REVENUES	652,293						39
40ab	OTHER REVENUES (PROVIDER'S)							40
41ac	GRANTS							41
42ad	IN-KIND							42
43ae	PROVIDER CLIENT FEES							43
44af	PROVIDER-FOOD STAMP							44
45ag	MISC REVENUES (Fund Raising, etc.)							45
46	SUBTOTAL PROVIDER REVENUES	0						46
47	TOTAL REVENUES	652,293						47
48	NET COST	0						48
UNITS-SVCS/TIME AND UNIT COST:								
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)							49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)	268,396						50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48)	2.43						51

PROGRAM BUDGET [MH 1904A (4/02)]

FISCAL YEAR: 10-11

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

LEGAL ENTITY CODE AND NAME:

TREATMENT PROGRAM - 3

PROGRAM TYPE 01

MODE OF SERVICE 60

10 DAY SERVICES

15 OUTPATIENT SVCS

45 OUTREACH SERVICES

60 SUPPORT SERVICES

LINE	PROVIDER CODE/NAME	La Posada	Shrader	Avenues	Dore Residential	La Amistad	Progress House	TOTAL	LINE
S	REPORTING UNIT CODE/NAME	38081	89661	38A41		38091	38371		S
	MODE OF SVCS/ SERVICE FUNCTION CODE	60-40	60-40	60-40	60-40	60-40	60-40		
FUNDING USES:									
1	SALARIES & EMPLOYEE BENEFITS								1
2	OPERATING EXPENSE	44,550	46,450	51,400	49,301	51,800	43,500		2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item								3
4	SUBTOTAL DIRECT COSTS	44,550	46,450	51,400	49,301	51,800	43,500		4
5	INDIRECT COST RATE/AMOUNT %	0	0	0	0	0	0		5
6	TOTAL DIRECT COSTS	44,550	46,450	51,400	49,301	51,800	43,500		6
7	NEGOTIATED NET AMT/NEGOTIATED RATE								7
8	ACTUAL COST/FEE FOR SVC CONTRACTS								8
9	GROSS COST	44,550	46,450	51,400	49,301	51,800	43,500		9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL								10
11	ADJUSTED GROSS COST	44,550	46,450	51,400	49,301	51,800	43,500		11
FUNDING SOURCES:									
12a	GRANTS:								12
13b	SAMHSA GRANTS								13
14c	PATH GRANTS								14
15d	RWJ GRANTS								15
16e	MH AIDS GRANTS								16
17f	OTHER GRANTS								17
18g	PATIENT FEES								18
19h	PATIENT INSURANCE								19
20i	REGULAR SD/MC (FFP Only)								20
21j	HEALTHY FAMILY (FFP Only)								21
22k	EPSDT SD/MC (State Share Est)								22
23l	FAMILY MOSAIC CAPITATED MEDICAL								23
24m	MEDICARE								24
25n	SGF-CSOC Allocation								25
26o	SGF-Cmnty Svcs (AB2034)								26
27p	SGF Managed Care								27
28q	SGF-Managed Care-PY Roll-Over								28
29r	SGF-SEP								29
30s	SGF-County Match								30
31t	SB 90 (AB3632)								31
32u	CALWORKS								32
33v	WO-DCYF								33
34w	WO-DHS								34
35x	WO-OTHERS (Sheriff, Juvenile Prob)								35
36y	MISC DPH REVENUES (CHS Funding, Prop J)								36
37z	REALIGNMENT FUNDS/MOE								37
38aa	COUNTY OVERMATCH	44,550	46,450	51,400	49,301	51,800	43,500		38
39	SUBTOTAL DPH REVENUES	44,550	46,450	51,400	49,301	51,800	43,500		39
40ab	OTHER REVENUES (PROVIDER'S)								40
41ac	GRANTS								41
42ad	IN-KIND								42
43ae	PROVIDER CLIENT FEES								43
44af	PROVIDER-FOOD STAMP								44
45ag	MISC REVENUES (Fund Raising, etc.)								45
46	SUBTOTAL PROVIDER REVENUES	0	0	0	0	0	0		46
47	TOTAL REVENUES	44,550	46,450	51,400	49,301	51,800	43,500		47
48	NET COST	0	0	0	0	0	0		48
UNITS-SVCS/TIME AND UNIT COST:									
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)	3,103	3,103	3,723	4,244	4,033	3,103		49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)								50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48))	14.36	14.97	13.81	11.62	12.84	14.02		51

PROGRAM BUDGET [MH 1904A (4/02)]

FISCAL YEAR: 10-11

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

LEGAL ENTITY CODE AND NAME:

TREATMENT PROGRAM - 3

PROGRAM TYPE 01

MODE OF SERVICE_60

10 DAY SERVICES

15 OUTPATIENT SVCS

45 OUTREACH SERVICES

60 SUPPORT SERVICES

LINE	PROVIDER CODE/NAME	Cortland	Ashbury	Clay	Rypins	Carroll	Loso House	TOTAL	LINE
1	REPORTING UNIT CODE/NAME	38631	89841	89851	38531	38541	38GH1		
2	MODE OF SVCS/ SERVICE FUNCTION CODE	60-40	60-40	60-40	60-40	60-40	60-40		
FUNDING USES:									
1	SALARIES & EMPLOYEE BENEFITS								1
2	OPERATING EXPENSE	43,500	37,492	68,400	27,125	27,125	60,280		2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item								3
4	SUBTOTAL DIRECT COSTS	43,500	37,492	68,400	27,125	27,125	60,280		4
5	INDIRECT COST RATE/AMOUNT %	0	0	0	0	0	0		5
6	TOTAL DIRECT COSTS	43,500	37,492	68,400	27,125	27,125	60,280		6
7	NEGOTIATED NET AMT/NEGOTIATED RATE								7
8	ACTUAL COST/FEE FOR SVC CONTRACTS								8
9	GROSS COST	43,500	37,492	68,400	27,125	27,125	60,280		9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL								10
11	ADJUSTED GROSS COST	43,500	37,492	68,400	27,125	27,125	60,280		11
FUNDING SOURCES:									
12a	GRANTS:								12
13b	SAMHSA GRANTS								13
14c	PATH GRANTS								14
15d	RWJ GRANTS								15
16e	MH AIDS GRANTS								16
17f	OTHER GRANTS								17
18g	PATIENT FEES								18
19h	PATIENT INSURANCE								19
20i	REGULAR SD/MC (FFP Only)								20
21j	HEALTHY FAMILY (FFP Only)								21
22k	EPSDT SD/MC (State Share Est)								22
23l	FAMILY MOSAIC CAPITATED MEDICAL								23
24m	MEDICARE								24
25n	SGF-CSOC Allocation								25
26o	SGF-Cmnty Svcs (AB2034)								26
27p	SGF Managed Care								27
28q	SGF-Managed Care-PY Roll-Over								28
29r	SGF-SEP								29
30s	SGF-County Match								30
31t	SB 90 (AB3632)								31
32u	CALWORKS								32
33v	WO-DCYF								33
34w	WO-DHS								34
35x	WO-OTHERS (Sheriff, Juvenile Prob)								35
36y	MISC DPH REVENUES (CHS Funding, Prop J)								36
37z	REALIGNMENT FUNDS/MOE								37
38aa	COUNTY OVERMATCH	43,500	37,492	68,400	27,125	27,125	60,280		38
39	SUBTOTAL DPH REVENUES	43,500	37,492	68,400	27,125	27,125	60,280		39
40ab	OTHER REVENUES (PROVIDER'S)								40
41ac	GRANTS								41
42ad	IN-KIND								42
43ae	PROVIDER CLIENT FEES								43
44af	PROVIDER-FOOD STAMP								44
45ag	MISC REVENUES (Fund Raising, etc.)								45
46	SUBTOTAL PROVIDER REVENUES	0	0	0	0	0	0		46
47	TOTAL REVENUES	43,500	37,492	68,400	27,125	27,125	60,280		47
48	NET COST	0	0	0	0	0	0		48
UNITS-SVCS/TIME AND UNIT COST:									
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)	3,103	1,861	4,654	1,862	1,862	4,654		49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)								50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48)	14.02	20.15	14.70	14.57	14.57	12.95		51

PROGRAM BUDGET [MH 1904A (4/02)]

FISCAL YEAR: 10-11

COUNTY CODE 38: COUNTY OF SAN FRANCISCO

LEGAL ENTITY CODE AND NAME:

TREATMENT PROGRAM - 3

PROGRAM TYPE 01

MODE OF SERVICE Other

10 DAY SERVICES

15 OUTPATIENT SVCS

45 OUTREACH SERVICES

60 SUPPORT SERVICES

L I N E S	PROVIDER CODE/NAME	Ashbury	Ashbury	Ashbury			Sub-Total	TOTAL	L I N E S
	REPORTING UNIT CODE/NAME	CALWORKS	CALWORKS	CALWORKS					
	MODE OF SVCS/ SERVICE FUNCTION CODE	05-65	60-78	60-40					
FUNDING USES:									
1	SALARIES & EMPLOYEE BENEFITS	203,680	73,581				277,261	11,034,045	1
2	OPERATING EXPENSE	36,021	13,014	21,108			70,143	3,284,830	2
3	CAPITAL OUTLAY (Equipment/Remodeling) over \$5,000 per item						0		3
4	SUBTOTAL DIRECT COSTS	239,701	86,595	21,108	0	0	347,404	14,318,875	4
5	INDIRECT COST RATE/AMOUNT %	15,494	5,597	0	0	0	21,091	991,966	5
6	TOTAL DIRECT COSTS	255,195	92,192	21,108	0	0	368,495	15,310,841	6
7	NEGOTIATED NET AMT/NEGOTIATED RATE						0	0	7
8	ACTUAL COST/FEE FOR SVC CONTRACTS						0	0	8
9	GROSS COST	255,195	92,192	21,108	0	0	368,495	15,310,841	9
10	DIST. OF ADM SUPPRT & RESRCH & EVAL						0	0	10
11	ADJUSTED GROSS COST	255,195	92,192	21,108	0	0	368,495	15,310,841	11
FUNDING SOURCES:									
12a	GRANTS:						0	0	12
13b	SAMHSA GRANTS						0	0	13
14c	PATH GRANTS						0	0	14
15d	RWJ GRANTS						0	0	15
16e	MH AIDS GRANTS						0	0	16
17f	OTHER GRANTS						0	0	17
18g	PATIENT FEES						0	0	18
19h	PATIENT INSURANCE						0	0	19
20i	REGULAR SD/MC (FFP Only)						0	6,811,049	20
21j	HEALTHY FAMILY (FFP Only)						0	0	21
22k	EPSDT SD/MC (State Share Est)						0	0	22
23l	FAMILY MOSAIC CAPITATED MEDICAL						0	0	23
24m	MEDICARE						0	0	24
25n	SGF-CSOC Allocation						0	0	25
26o	SGF-Cmnty Svcs (AB2034)						0	0	26
27p	SGF Managed Care						0	0	27
28q	SGF-Managed Care-PY Roll-Over						0	0	28
29r	SGF-SEP						0	0	29
30s	SGF-County Match						0	0	30
31t	SB 90 (AB3632)						0	0	31
32u	CALWORKS						0	0	32
33v	WO-DCYF						0	0	33
34w	WO-DHS CALWORKS	255,195	92,192	21,108			368,495	368,495	34
35x	WO-OTHERS (Sheriff, Juvenile Prob)						0	0	35
36y	MISC DPH REVENUES (CHS Funding, Prop J)						0	0	36
37z	REALIGNMENT FUNDS/MOE						0	4,372,374	37
38aa	COUNTY OVERMATCH						0	3,386,123	38
39	SUBTOTAL DPH REVENUES	255,195	92,192	21,108	0	0	368,495	14,938,041	39
40ab	OTHER REVENUES (PROVIDER'S)						0	0	40
41ac	GRANTS						0	0	41
42ad	IN-KIND						0	0	42
43ae	PROVIDER CLIENT FEES						0	372,800	43
44af	PROVIDER-FOOD STAMP						0	0	44
45ag	MISC REVENUES (Fund Raisings, etc.)						0	0	45
46	SUBTOTAL PROVIDER REVENUES	0	0	0	0	0	0	372,800	46
47	TOTAL REVENUES	255,195	92,192	21,108	0	0	368,495	15,310,841	47
48	NET COST	0	0	0	0	0	0	0	48
UNITS-SVCS/TIME AND UNIT COST:									
49	PATIENT DAYS OR VISITS/ UNITS OF SERVICE (CLIENT DAY/HALF DAY/FULL DAY/ HOUR) (Mode 5, 10, 45, and 60)	1,241	1,241	1,241					49
50	UNITS OF TIME (STAFF MINUTE) (Mode 15)								50
51	COST PER UNIT OF SERVICES/ CONTRACT RATE (DIVIDE LINE 9 BY (47 OR 48))	205.64	74.29	17.01	0.00	0.00			51

**Appendix C
Insurance Waiver**

RESERVED

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Appendix D Additional Terms

1. HIPAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that CONTRACTOR falls within the following definition under the HIPAA regulations:

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- A Business Associate subject to the terms set forth in Appendix E;
- Not Applicable, CONTRACTOR will not have access to Protected Health Information.

2. THIRD PARTY BENEFICIARIES

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

3. CERTIFICATION REGARDING LOBBYING

CONTRACTOR certifies to the best of its knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

C. CONTRACTOR shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. 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.

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
 - h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
 - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.F. Parts 160 and 164, Subparts A and E.
 - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
 - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
 - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from

such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected

Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- i.* **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.
- j.* **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k.* **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l.* **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

- m.* **Business Associate's Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.
- n.* **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o.* **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p.* **Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a.* **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b.* **Judicial or Administrative Proceedings.** CE may terminate the

Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Limitation of Liability**

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

5. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

6. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. **Amendment**

- a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event (i) BA

does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

12. Replaces and Supersedes Previous Business Associate Addendums or Agreements

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

Appendix F
Invoice

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

Appendix F
 PAGE A

Control Number

Contractor: Progress Foundation
 Address: 368 Fell St., San Francisco, CA 94102
 Tel No.: (415) 861-0828
 Fax No.:

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M01 JL 0
 Ct.Blanket No.: BPHM TBD
 Ct. PO No.: POHM TBD
 Fund Source: General Fund
 Invoice Period: July 2010
 Final Invoice: _____ (Check if Yes)
 ACE Control Number: _____

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

DELIVERABLES Program Name/Repl, Unit Modality/Mode # - Svc Func (wh 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
A - 1 (a) La Posada												
05-40 Acute Crisis Residential	3,103				\$ 301.82	\$ -	0.000	0.00%			3,103,000	\$ 936,547.46
15-60 Medication Support	30,000				\$ 4.41	\$ -	0.000	0.00%			30,000,000	132,300.00
60-40 Room and Board	3,103				\$ 14.36	\$ -	0.000	0.00%			3,103,000	44,559.08
A - 2 (a) La Amistad												
05-65 Adult Residential	4,033				\$ 121.18	\$ -	0.000	0.00%			4,033,000	488,638.28
10-95 Rehab DTX - Full Day	2,520				\$ 96.77	\$ -	0.000	0.00%			2,520,000	248,900.40
60-40 Room and Board	4,033				\$ 12.84	\$ -	0.000	0.00%			4,033,000	51,783.72
A - 1 (b) Shradler												
05-40 Acute Crisis Residential	3,103				\$ 326.11	\$ -	0.000	0.00%			3,103,000	1,011,919.33
60-40 Room and Board	3,103				\$ 14.97	\$ -	0.000	0.00%			3,103,000	46,451.91
15-60 Medication Support	25,000				\$ 4.76	\$ -	0.000	0.00%			25,000,000	119,000.00
A - 2 (b) Progress House												
05-65 Adult Residential	3,103				\$ 133.66	\$ -	0.000	0.00%			3,103,000	414,746.98
10-95 Rehab DTX - Full Day	2,210				\$ 106.96	\$ -	0.000	0.00%			2,210,000	240,801.60
60-40 Room and Board	3,103				\$ 14.02	\$ -	0.000	0.00%			3,103,000	43,504.06
A - 2 (d) Ashbury												
05-65 Adult Residential	1,861				\$ 194.92	\$ -	0.000	0.00%			1,861,000	362,746.12
10-95 Rehab DTX - Full Day	1,032				\$ 164.58	\$ -	0.000	0.00%			1,032,000	169,846.56
60-40 Room and Board	1,861				\$ 20.15	\$ -	0.000	0.00%			1,861,000	37,489.15
A - 2 (e) Clay												
05-65 Adult Residential	4,654				\$ 150.32	\$ -	0.000	0.00%			4,654,000	699,589.28
10-95 Rehab DTX - Full Day	3,170				\$ 122.54	\$ -	0.000	0.00%			3,170,000	388,451.80
60-40 Room and Board	4,654				\$ 14.70	\$ -	0.000	0.00%			4,654,000	66,413.80
A - 3 Seniors Program												
05-65 Rypins - Adult Residential	1,862				\$ 154.24	\$ -	0.000	0.00%			1,862,000	287,194.88
05-65 Carroll - Adult Residential	1,862				\$ 154.24	\$ -	0.000	0.00%			1,862,000	287,194.88
10-95 Rehab DTX - Full Day	4,120				\$ 125.73	\$ -	0.000	0.00%			4,120,000	518,007.60
60-40 Room and Board	3,724				\$ 14.57	\$ -	0.000	0.00%			3,724,000	54,258.68
A - 2 (c) Cortland												
05-65 Adult Residential	3,103				\$ 150.99	\$ -	0.000	0.00%			3,103,000	468,521.97
10-95 Rehab DTX - Full Day	2,060				\$ 123.09	\$ -	0.000	0.00%			2,060,000	253,565.40
60-40 Room and Board	3,103				\$ 14.02	\$ -	0.000	0.00%			3,103,000	43,604.06
A - 4 Supported Living												
15-40 Mental Health Services	268,396				\$ 2.43	\$ -	0.000	0.00%			268,396,000	652,202.28
A - 1 (c) Avenues												
05-40 Acute Crisis Residential	3,723				\$ 340.54	\$ -	0.000	0.00%			3,723,000	1,267,830.42
15-60 Medication Support	30,000				\$ 4.97	\$ -	0.000	0.00%			30,000,000	149,100.00
60-40 Room and Board	3,723				\$ 13.81	\$ -	0.000	0.00%			3,723,000	51,414.63
TOTAL	429,322		0,000				0,000	0.00%			429,322,000	\$ 8,538,494.33

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

NOTES:

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

Signature: _____ Date: _____
 Title: _____

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

DPH Authorization for Payment

 Authorized Signatory Date

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

Appendix F
PAGE A

Control Number

Contractor: Progress Foundation

Address: 368 Fell St., San Francisco, CA 94102

Tel No.: (415) 861-0828
Fax No.:

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M02 JL 0

Ct. Blanket No.: BPHM TBD
User Cd

Ct. PO No.: POHM TBD

Fund Source: Catworks Work Order

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number: _____

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

*Unduplicated Counts for AIDS Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
A-2 (d) Ashbury												
5-65 Adult Residential	1,241				\$ 205.64	\$ -	0.000		0.00%		1,241.000	\$ 255,199.24
60-78 Client Support Services	1,241				\$ 74.29	\$ -	0.000		0.00%		1,241.000	92,193.89
60-40 Room and Board	1,241				\$ 17.01	\$ -	0.000		0.00%		1,241.000	21,109.41
TOTAL	3,723		0.000				0.000		0.00%		3,723.000	\$ 368,502.54

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

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

Signature: _____ Date: _____
Title: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: Progress Foundation

Address: 368 Fell St., San Francisco, CA 94102

Tel No.: (415) 861-0828
Fax No.:

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M06 JL 0

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: General Fund

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
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*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
A-5 Dore Street Residential												
05-40 Acute Crisis Residential	4,244				\$ 319.93	\$ -	0.000		0.00%		4,244.000	\$ 1,357,782.92
15-80 Medication Support	30,000				\$ 4.67	\$ -	0.000		0.00%		30,000.000	140,100.00
60-40 Room and Board	4,244				\$ 11.62	\$ -	0.000		0.00%		4,244.000	49,315.28 \$ 1,547,198.20
A - 6 Dore St. Urgent Care Clinic												
10-25 Crisis Stabilization	31,410				\$ 79.85	\$ -	0.000		0.00%		31,410.000	2,508,088.50 2,508,088.50
												\$ 4,055,286.70
TOTAL	69,898		0.000				0.000		0.00%		69,898.000	

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

NOTES:

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

Signature: _____ Date: _____
Title: _____

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

DPH Authorization for Payment

Authorized Signatory Date

Appendix G

Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors 9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The

Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

Appendix I

Emergency Response

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service sites. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-01-2010

GROUP: 000488
POLICY NUMBER: 0000637-2010
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 04-01-2011
04-01-2010/04-01-2011

CITY & COUNTY OF SAN FRANCISCO NA
CMHS
1380 HOWARD ST #443
SAN FRANCISCO CA 94103

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Douglas V Stewart
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

PROGRESS FOUNDATION (A NON-PROFIT CORP.) NA
368 FELL ST
SAN FRANCISCO CA 94102

PRODUCER
ERNEST BLOOMFIELD & ASSOCIATES
 REHABILITATION & RECOVERY INSURANCE AGENCY, INC.
 22 BATTERY STREET, SUITE 503
 SAN FRANCISCO, CA. 94111

Serial # 100078

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED
 PROGRESS FOUNDATION, INC.
 368 FELL STREET
 SAN FRANCISCO, CA 94102

COMPANY A	AMERICAN STATES INS. CO.
COMPANY B	FIRST NATIONAL INSURANCE CO.
COMPANY C	GENERAL INSURANCE CO.
COMPANY D	ZURICH/USA/FIDELITY & DEPOSIT

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	01CH 568 907-40	6/30/10	6/30/11	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 200,000
					MED EXP (Any one person) \$ 10,000
B	AUTOMOBILE LIABILITY	01CH 568 712-40	6/30/10	6/30/11	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
C D	PROFESSIONAL LIABILITY	HLP773 93 80C	6/30/10	6/30/11	\$1,000,000 OCC/\$3,000,000 AGG.
	EMPLOYEE DISHONESTY	01CH 568 9072-40	6/30/10	6/30/11	\$3,415,350/\$101,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 CERTIFICATE HOLDER, ITS OFFICERS, AGENTS & EMPLOYEES ARE ADDITIONAL INSURED BUT ONLY AS RESPECTS TO THEIR INTEREST AS A FUNDING SOURCE FOR THE NAMED INSURED (SEE ATTACHED FORMS CG-2026 & CA7135).
 TEN DAY NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CITY & COUNTY OF SAN FRANCISCO
 COMMUNITY BEHAVIORAL HEALTH SERVICES
 1380 HOWARD STREET, 4TH FLOOR
 SAN FRANCISCO, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL ~~30~~ **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City & County of San Francisco, Its Officers, Agents & Employees Community Behavioral Health Service 1380 Howard St., 4 th Floor San Francisco, CA 94103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

INSURED: Progress Foundation, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

CA 71 35 12 93

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

Endorsement effective June 30, 2010	Policy No. 01 CH 568 712-40
Named Insured Progress Foundation, Inc.	Countersigned by (Authorized Representative)

Schedule
Name of Person or Organization:
City & County of San Francisco, Its Officers, Agents & Employees Community Behavioral Health Services 1380 Howard St., 4 th Floor San Francisco, CA 94103
Premium: \$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

- A. Under LIABILITY COVERAGE WHO IS AN INSURED is changed to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to "bodily injury" or "property damage" resulting from the acts or omissions of:
 - 1. You;
 - 2. Any of your employees or agents;
 - 3. Any person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with the permission of any of the above.
- B. The insurance afforded by this endorsement does not apply:
To "bodily injury" or "property damage" arising out of the sole negligence of the person(s) or organization(s) shown in the Schedule.