



CONTRACT PURCHASE ORDER RELEASE  
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000274  
PO AMOUNT: \$2,883,914.00

TO: COMMUNITY AWARENESS & TREATMENT SVCS INC  
1171 MISSION STREET  
SAN FRANCISCO CA 94103

PO PRINT DATE: 12/16/2010  
CONTACT: ISABELLA F LYDON  
PHONE : 415-241-1184  
VENDOR ID: 04848

TERMS: NET 30  
FOB : DEST

ISSUE DATE : 12/23/2010

BPO # : BPHM11000036 <<  
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 : 12/16/2010  
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.

## 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/oca/lw/h.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 12Q 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/oca/lw/h.htm>. The following is a general description of Contractor's responsibilities for providing health coverage to covered employees. See Chapter 12Q 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: DPHM11000274  
PO AMOUNT: \$2,883,914.00

ITEM	COMMODITY ID NAME/SPECS	UOM TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
1	7400-18 SVC, MED/HLTH; SUBSTANCE ABUSE	EA N	1.00	2,848,816.0000	2,848,816.00

NEW CONTRACT FOR COMMUNITY AWARENESS AND TREATMENT SERVICES, INC. FOR THE PERIOD 07/01/2010 THROUGH 12/31/2015:

PREV. ENCUMB. FOR FY 2010-11 PER BPHM07000056	\$ 2,548,816.00
ADD'L. TO BE ENCUMBERED FOR FY 2010-11	3,084,205.00
TO BE ENCUMBERED FOR FY 2011-12	3,109,743.00
TO BE ENCUMBERED FOR FY 2012-13	719,992.00
TO BE ENCUMBERED FOR FY 2013-14	719,992.00
TO BE ENCUMBERED FOR FY 2014-15	586,465.00
TO BE ENCUMBERED FOR FY 2015-16	359,996.00
CONTINGENCY @ 12% X \$11,129,209.00	1,335,505.00
-----	
TOTAL BLANKET AMOUNT 07/01/10-12/31/15	\$12,464,714.00
LESS: PREV. ENCUMB. FY10-11 PER BPHM07000056	2,548,816.00
-----	
NET BLANKET AMOUNT 07/01/10-12/31/2015	- \$ 9,915,898.00
=====	

2	7400-18 SVC, MED/HLTH; SUBSTANCE ABUSE	EA N	1.00	35,098.0000	35,098.00
---	-------------------------------------------	------	------	-------------	-----------

NEW CONTRACT FOR COMMUNITY AWARENESS AND TREATMENT SERVICES, INC. FOR THE PERIOD 07/01/2010 THROUGH 12/31/2015:

PREV. ENCUMB. FOR FY 2010-11 PER BPHM07000056	\$ 2,548,816.00
ADD'L. TO BE ENCUMBERED FOR FY 2010-11	3,084,205.00
TO BE ENCUMBERED FOR FY 2011-12	3,109,743.00
TO BE ENCUMBERED FOR FY 2012-13	719,992.00
TO BE ENCUMBERED FOR FY 2013-14	719,992.00
TO BE ENCUMBERED FOR FY 2014-15	586,465.00
TO BE ENCUMBERED FOR FY 2015-16	359,996.00
CONTINGENCY @ 12% X \$11,129,209.00	1,335,505.00
-----	
TOTAL BLANKET AMOUNT 07/01/10-12/31/15	\$12,464,714.00
LESS: PREV. ENCUMB. FY10-11 PER BPHM07000056	2,548,816.00
-----	
NET BLANKET AMOUNT 07/01/10-12/31/2015	- \$ 9,915,898.00
=====	

TOTAL ITEMS AMOUNT	\$2,883,914.00
SALES TAX	\$.00
INVOICE AMOUNT	\$2,883,914.00

standards set by the City; (2) Pay the covered employee 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 12C 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.



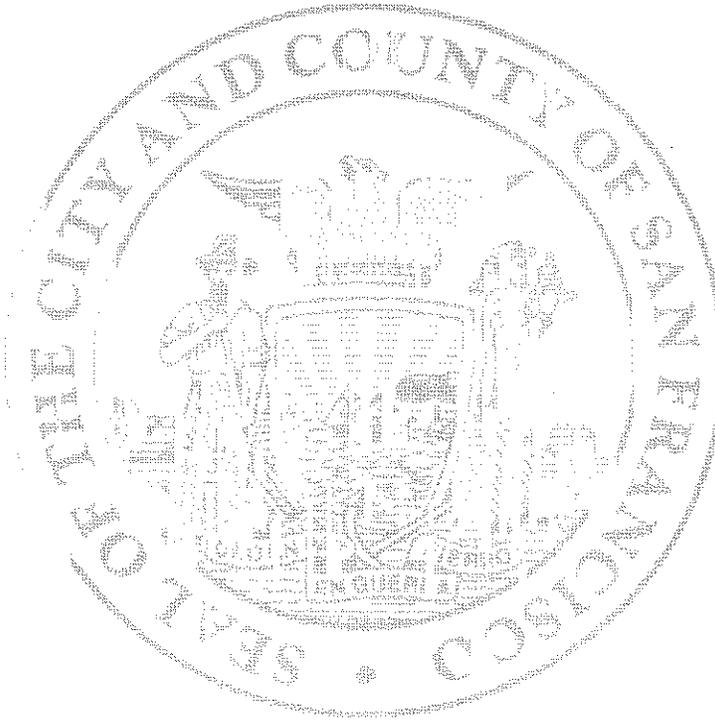
CONTRACT PURCHASE ORDER RELEASE  
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000274  
PO AMOUNT: \$2,883,914.00

---

SFX	INDEX	SUBOBJ	USERCODE	PROJCT	PRJDTL	GRANT	GRNTDTL	AMOUNT
01	HMHSCCRES227	02789						2,848,816.00
02	HMHMCC730515	02789						35,098.00
								-----
								2,883,914.00

---



## 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/bca/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 12Q 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/oca/lwh.htm>. The following is a general description of Contractor's responsibilities for providing health coverage to covered employees. See Chapter 12Q 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

ADPICS/FAMIS - FY 10-11 CITY/COUNTY OF SAN FRANCISCO CONTRACT PURCHASE ORDER INPUT FORM		Original <input checked="" type="checkbox"/>	DOCUMENT NUMBER <b>DPHM11000036</b> <b>DPHM11000274</b>		DEPARTMENT <b>82 Community Behavioral Health Services</b>			
		Modification-Increase <input type="checkbox"/>			DEPARTMENT CONTROL NO. <b>HM-1-6170-CBHS</b>			
		-Decrease <input type="checkbox"/>			DATE <b>11/28/2010</b> PAGE <b>1</b> OF <b>1</b>			
		Encumbrance Only <input type="checkbox"/>			ORIGINAL CONTRACT NUMBER <b>BPHM07000056</b> PERIOD COVERED FROM <b>07/01/10</b> TO <b>06/30/11</b>			
Complete for Contract Order type Agreements and Contracts		AMOUNT OF THIS ENCUMBRANCE \$ <b>2,883,914</b>		TOTAL APPROVED CONTRACT \$ <b>12,464,714</b>				
OTHER DEPARTMENT INFORMATION		CITY SERVICE RESOLUTION NO. <b>2012-08/09</b>						
CONTRACTOR <b>Community Awareness and Treatment Services</b> ADDRESS <b>1171 Mission Street</b>		VENDOR ID <b>04848</b> SUFF. <b>01</b>	DELIVER TO: <b>Same</b>		SEND INVOICES IN DUPLICATE TO: <b>(Inter-Office)</b> <b>PH&amp;P Accounting Office</b> <b>1380 Howard St., Rm. 447</b> <b>San Francisco, CA 94103</b>			
ADDRESS		PHONE NO. <b>94-2335626</b>						
		FAX # <b>(415) 241-1199</b>						
TERMS OF PAYMENT <b>Monthly</b>		RETAINAGE REQUIRED, YES/NO: <b>NO</b>		INSURANCE REQUIRED		EXPIRATION DATE		
		IF YES, AMOUNT OR %		AMOUNT		ATTACH		
CITY OR SERVICE CODE #		DETAILED DESCRIPTION OF SERVICES AND PRODUCTS.		WORKER'S COMP		\$1,000,000 04/01/2011 <input checked="" type="checkbox"/>		
7400-18 7400-20		New Contract from RFP 23-2009 based on October 4, 2010 Award Letter		COMP. GEN. LIABILITY		\$1,000,000 07/01/2011 <input checked="" type="checkbox"/>		
PROFSERV -- BID				AUTOMOBILE		\$1,000,000 07/01/2011 <input checked="" type="checkbox"/>		
				UMBRELLA		<input type="checkbox"/>		
				FIDELITY BOND/		(= initial pyt amt)		
				COMM BLANKET		\$820,000 07/01/2011 <input checked="" type="checkbox"/>		
				OTHER INSURANCE-		Prof. Liab. \$1,000,000 07/01/2011 <input checked="" type="checkbox"/>		
				ATTACHMENTS - Please identify by title or description				
				New FY1011 Contract from RFP 23-2009		<input type="checkbox"/>		
				Based on 10/04/10 Award Letter		<input type="checkbox"/>		
				SYSTEM USE				
PREPARED BY (Print Name) <b>Elizabeth Apana</b> Senior Administrative Analyst Phone # <b>255-3621</b> Fax # <b>252-3088</b>								
APPROVED BY (Signature) <b>Mitchell H. Katz, MD</b>		BOARD OR COM MISSION		MATERIALS, SUPPLIES, & SERVICES - PURCHASER				
				REAL PROPERTY LEASES & RENT - DIRECT OR OF PROPERTY				
				CONTROLLER				
Line No.	Document Number	Amount	Index Code	sub-object	User Code	Project	Grant	ADDENDUM ATTACHED <input type="checkbox"/>
1		\$ 2,848,816 00	HMHSCCRES227	02789	<i>MF-L 11/29/10</i>			Nos. of Pages
2		\$ 35,098 00	HMHMCC730515	02789	<i>SK 11/30/10</i>		HCPD13	
Total		\$ 2,883,914 00						



FAML9560 V5.1

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS

12/10/2010

LINK TO:

VENDOR CLASS/STATUS CODE

2:55 PM

VENDOR NUMBER: 04848

- COMMUNITY AWARENESS & TREATMENT SVCS INC

VENDOR SUFFIX: 01

S	CLS	STA	DESCRIPTION	SRT	FRQ	DATE-1	DATE-2	PREF	%	CERTIFICATE
	BUS	NP	BU TX NONPROFIT							376892
	FI3	YES	HRC3 INTERIM							
	FO3	YES	HRC FORM3 PRIOR							
	HB	REQ	REQR 12B COMPLY				06/05/1997			
	HBC	YES	COMPLIES							
	HBN	YES	COMPLIES							
	HCA	DEC	HCAODECLAR;FILE							
	HSL	LBE	SELFID LOC VEND							
	HSM	MBE	SELFID MBE VEND							
	HSW	WBE	SELFID WBE VEND							
	MCO	DEC	MCO DECLARATION							
	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



FAML9560 V5.1  
LINK TO:

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

10/21/2010  
1:30 PM

VENDOR NUMBER: 04848  
VENDOR SUFFIX: 01

- COMMUNITY AWARENESS & TREATMENT SVCS INC

S	CLS	STA	DESCRIPTION	SRT	FRQ	DATE-1	DATE-2	PREF	%	CERTIFICATE
	BUS	NP	BU TX NONPROFIT							376892
	FI3	YES	HRC3 INTERIM							
	FO3	YES	HRC FORM3 PRIOR							
	HB	REQ	REQR 12B COMPLY				06/05/1997			
	HBC	YES	COMPLIES							
	HBN	YES	COMPLIES							
	HCA	DEC	HCAODECLAR:FILE							
	HSL	LBE	SELFID LOC VEND							
	HSM	MBE	SELFID MBE VEND							
	HSW	WBE	SELFID WBE VEND							
	MCO	DEC	MCO DECLARATION							
	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

11/30/2010  
3:33 PM

BPO/CONTRACT ID : BPHM11000036      ACTION IND : A      COPY TYPE: (B/R)  
PURCHASING TYPE : CB      INTERFACE TYPE : BP      PRINT : N (Y/N)  
CONTRACT AMOUNT : 9,915,898.00      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 : SUBSTANCE ABUSE & MENTAL HEALTH SERVICES      CREATE : 11/30/2010  
DEPARTMENT : HMH      COMMUNITY MENTAL HEALT UPDATE : 11/30/2010  
BUYER : N/A      NO BUYER      POST :  
VENDOR/SUFFIX : 04848 / 01      COMMUNITY AWARENESS & TREATMENT SVCS INC  
ATTN-1:  
ATTN-2:  
ATTN-3:  
STREET: 1171 MISSION STREET  
CITY: SAN FRANCISCO      ST: CA ZIP: 94103      CTRY: USA  
PHONE : 415-241-1184      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  
E290 - PURCHASE ORDER IS SUBMITTED FOR APPROVAL PROCESSING



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

DPH M 11000 274

Agreement between the City and County of San Francisco and  
Community Awareness and Treatment Services, Incorporated

This Agreement is made this 1<sup>st</sup> day of July, 2010, in the City and County of San Francisco, State of California, by and between: Community Awareness and Treatment Services, Incorporated, 1171 Mission Street, 2<sup>nd</sup> Floor, San Francisco, California 94103, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Department of Public Health, Population Health and Prevention, Community Health Services, ("Department") wishes to provide residential mental health & substance abuse treatment services for men and women; and,

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

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

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

Now, THEREFORE, the parties agree as follows:

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

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

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

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

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 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twelve Million Four Hundred Sixty Four Thousand Seven Hundred Fourteen Dollars (\$12,464,714)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by 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) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement

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

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

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any

endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

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

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

8. Submitting False Claims; Monetary Penalties.

10. Taxes

15. Insurance

24. Proprietary or confidential information of City

30. Assignment

37. Drug-free workplace policy,

53. Compliance with laws

55. Supervision of minors

57. Protection of private information

58. Graffiti removal

And, item I 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).

CMS# 7000

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

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

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

- |                                                                 |                                                         |
|-----------------------------------------------------------------|---------------------------------------------------------|
| 8. Submitting False Claims; Monetary Penalties.                 | 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 subcontractor 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 94103	FAX:	(415) 252-3088
		e-mail:	Elizabeth.apana@sfdph.org
And:	Francine Austin CBHS, Business Office 1380 Howard Street, 5 <sup>th</sup> Floor San Francisco, Ca 94013	FAX:	(415) 255-3567
		e-mail:	Francine.austin@sfdph.org
To CONTRACTOR:	Community Awareness & Treatment Services, Inc. 1171 Mission Street, 2 <sup>nd</sup> Floor San Francisco, California 94103	FAX:	(415) 564-6639
		e-mail:	ed@catsinc.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  
CMS# 7000

of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

## 28. Audit and Inspection of Records

a. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

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

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

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

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

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

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

32. **Earned Income Credit (EIC) Forms.** Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC CMS# 7000

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 CMS# 7000

public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**40. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**41. Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

**42. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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

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

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

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

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

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

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

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

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

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

**44. Requiring Health Benefits for Covered Employees.** Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 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](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
- h. Contractor shall keep itself informed of the current requirements of the HCAO.
- i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

#### 45. First Source Hiring Program

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

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

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

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

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

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

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

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

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

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

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

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

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

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

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

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

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

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

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

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

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

**49. Administrative Remedy for Agreement Interpretation – *DELETED BY MUTUAL AGREEMENT OF THE PARTIES***

**50. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**51. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**52. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

CMS# 7000

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.

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

CITY

CONTRACTOR

Recommended by:

Community Awareness and Treatment Services, Inc.

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

10-26-10  
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.

By:   
\_\_\_\_\_  
TERENCE HOWZELL  
Deputy City Attorney

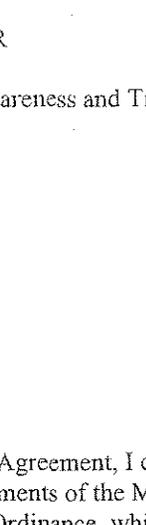
11/1/10  
Date

Approved:

  
\_\_\_\_\_  
JANET GOJ  
Executive Director  
1171 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, California 94103

1/10/25/10  
Date

City vendor number: 04848

  
\_\_\_\_\_  
NAOMI KELLY  
Director of the Office of  
Contract Administration and  
Purchaser

12/15/10  
Date

**Appendices**

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

RECEIVED  
PURCHASING DEPARTMENT  
10 DEC 13 AM 8:38

**1. Program Identification**

San Francisco Medical Respite & Sobering Center  
 1171 Mission St.  
 San Francisco, CA 94103  
 Telephone: 415-241-1199  
 Fax: 415-241-1176

**2. Nature of Document**

New  Renewal  Modification

**3. Goal Statement**

The San Francisco Medical Respite & Sobering Center program with approximately 60 respite beds (co-located with a 12 bed sobering center), will provide temporary housing with medically-orientated supportive services for medically frail homeless persons leaving the hospital or the Emergency Department.

Community Awareness and Treatment Services will provide quality supportive service for the Medical Respite clients and staff, including, but not limited to, one-to-one support for clients, transportation, client social and educational activities, janitorial and laundry services. On-site kitchen provides meals.

**4. Target Population**

Homeless persons who are hospitalized on medical-surgical units will be the targeted population. While clients with psychiatric co-morbidities will be accepted, the Respite will not accept clients whose primary reason for hospitalization is psychiatric. No one requiring acute hospitalization or skilled nursing will be accepted.

**5. Modalities/Interventions**

The Service modality is client and staff supportive services at the DPH Medical Respite Services. CATS provides only support services to the medical program which is totally provided by DPH medical staff. Specifically, CATS provides food services, assisting patients in daily living i.e. dressing, toileting, showering, janitorial services, and transportation. CATS does not chart in the patient's record (as this is the total responsibility of the DPH medical staff) nor does CATS provide any social services (as this is the domain of the DPH social work staff). CATS has no control over the number of clients or the number of contacts since the DPH owns this responsibility. Therefore UDC or UOS are not appropriate. This is a cost reimbursement contract.

Unit of Service Description	Units of Service (UOS)	Number of Clients (NOC)	UDC
<b>Program Support Months:</b> 1 UOS = 1 month of 24 hour residential patient attendant care service, including transportation, meals & janitorial services. 12 months x 1 UOS = 12	12	N/A	N/A
<b>Total UOS</b>	<b>12</b>		
<b>Total (NOC)</b>		<b>N/A</b>	

**6. Methodology**

- A. Assist patients in Activities of Daily Living.
- B. Provide transportation to and from appointments and other essential services.
- C. Assist patients to and from bathroom.
- D. Laundering of client belongings.
- E. Help patients take showers.
- F. Assist with meals, heating and serving meals.
- G. Assist other health providers with navigation of client to be seen by NP/PA/MD.
- H. Cleanup after patients (vomiting due to radiation therapy, etc.)
- I. Light maintenance of facility
- J. Light cleaning of facility.

## 7. Objectives and Measurements

### Other Objectives & Evaluation

1. **During FY10/11, CATS staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions.**  
The Program Director will ensure that all staff funded under this contract will receive a minimum of 6 hrs training. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

CATS Supportive service Program Director will assure that CATS supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations or recruitment, training, supervision, scheduling, and routine performance appraisals.

## 8. Continuous Quality Improvement:

The quality of the program will be monitored by the Medical Respite Support Services Program Director and CATS' Executive Director with feed back from DPH's medical staff. Trainings and orientations are provided to staff to improve the quality of service and included Harm Reduction, CPR-First Aid, Management of Assaultive Behavior; Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Cultural Competency, and for the driver Safe and Defensive Driving, and for the cooks Food and Sanitation.

There are also quarterly safety meetings and TB screenings for all staff. In addition, the medical respite support staff have a complaint procedure in place for patients. Complaints are referred to the Medical Respite Support Services Program Director for review. All complaints are investigated and the resolution is documented. Staff also complete Incident Reports when needed.

All staff participate in an annual CATS cultural competency training. The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff also attend other cultural competency trainings offered by the City as appropriate.

The program is in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis and include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.

1. **Program Name:**  
San Francisco Homeless Outreach Team (SF HOT)  
Located at:

SFHOT  
1060 Howard Street 3<sup>rd</sup> floor  
San Francisco, CA 94103  
Tele: (415) 865-5200  
FAX: (415) 863-4867

Mission Mental Health Clinic  
2712 Mission Street  
San Francisco, CA 94110  
Tele:(415) 401-2660  
FAX: (415) 401-2671

2. **Nature of Document**

New     renewal     modification

3. **Goal Statement**

The goals of the San Francisco Homeless Outreach Team are to engage, place, and stabilize chronically homeless people living on the streets of San Francisco by moving them into permanent housing and improving their health outcomes.

SF HOT is collaboration between the Department of Public Health (DPH), the Human Services Agency (HSA) and CATS, and consists of staff from all three agencies.

4. **Target Population**

SF HOT serves persons of all ethnicities/races, languages, sexual orientations and genders who are age 16 and above living on the streets of San Francisco. Participant's economic status is low or no income, generally on public assistance and/or unemployed.

The primary focus of SF HOT is to serve the chronically homeless, as defined by the City and County of San Francisco as an individual or family who has been continuously homeless for at least one year, or has been homeless on at least four separate occasions in the last three years.

Priorities identified within this population include individuals with one or more of the following conditions:

1. Substance-related disorders:
2. Mental Health disorders:
3. Medical conditions (especially those with mobility- and pain-related illnesses)
4. Co-occurring disorders: and/or
5. History of (a) Childhood trauma or homelessness; (b) Exposure to war/armed conflict, including veterans, refugees and victims of torture; (c) History of institutionalization, including long term hospitalization and incarceration; and (d) Transitional age youth 16-24 years of age, especially those with involvement with the mental health system of care and/or those aging out of the foster care system.

Additional priorities for SF HOT are homeless individuals who are public inebriates, aggressive panhandlers, and individuals with shopping carts and/or large amounts of belongings, since these factors have demonstrated a higher risk of the individual being or becoming chronically homeless. Another priority for SF HOT is the Ambulance "high users," individuals identified by the San Francisco Fire Department and DPH as frequent users of the City's emergency ambulance and emergency room systems.

The targeted areas of SF HOT are the Central City area (Tenderloin, Market Street and South of Market areas), the Mission and Castro districts, Golden Gate Park, San Francisco's Westside, and the North Beach / Financial District / Embarcadero area. The Team also serves locations in San Francisco outside these

areas on an "as needed" basis, and will function on a City-wide basis for quick response and triage related to 311 calls about homelessness.

5. **Modalities/Interventions**

CATS provides Fiscal Intermediary and Human Resource services to support the program Outreach and Intervention activities of SF HOT.

The SFHOT program provides services under DPH service modality Strategy 19: Outreach and Intervention.

This is a collaboration between CATS, HSA and DPH. CATS is the fiscal agent and is responsible for HR functions (hiring, firing, personnel matters), budget development and management only of CATS staff. The clinical program part is determined by DPH through their mental health staff.

Unit of Service Description	Units of Service (UOS)	Number of Clients (NOC)	UDC
<b>Fiscal Intermediary and Human Resources Support Months</b>  1 UOS = 1 month of services.  12 months x 1 UOS = 12	12	N/A	N/A
<b>Total UOS</b>	12		
		N/A	N/A

6. **Methodology**

- A. **Outreach:** SF HOT members, including "Outreach Specialist" staff members that focus solely on outreach, are consistently assigned to walk and drive neighborhood "beats" to ensure that they are knowledgeable of and known by the individuals who regularly sleep on the streets of the targeted neighborhoods. Outreach workers are clearly identified by the team name and City emblem worn on a badge and/or jacket. As trained professionals, outreach workers meet homeless individuals "where they are" (literally and figuratively), with the goal to develop ongoing relationships with these individuals and to, jointly, develop and implement a "Street to Home" plan. Continuous outreach is made to those who do not engage, do not agree to develop a Street-to-Home plan, or do not complete this plan.
- B. **Recruitment, Promotion and Advertisement:** SF HOT members promote and advertise through being identifiable on the streets, by the marked vans they drive, the disbursing of business cards, and through collaborations with other outreach teams. SF HOT is also an integral part of Mayor Gavin Newsom's Project Homeless Connect, a high profile City-sponsored volunteer effort to engage homeless individuals with services. SF HOT members regularly collaborate with and accept referrals from the other departments, and public and private hospitals/outpatient programs.
- C. **Admission/Intake:** Individuals who identify themselves as residents of the City and County of San Francisco and currently homeless, and who are open to accepting assistance, may be registered as clients. SF HOT uses a standardized intake form and, depending on the services requested, various other assessment tools. SF HOT members also utilize stabilization hotel rooms for certain clients; there are agreements and assessment forms for these as well.

**D. Service Delivery Model:** SF HOT members are based out of the Central City and Mission district offices. Outreach operates Monday through Friday, 4:30 am to 9:00 pm, M-F (16.5 hours per day) and 4:30 a.m. to 8:30 p.m., Sa-Su (16 hours per day); however, outreach is extended to other hours as needed. The goal of the engagement process is to build a therapeutic relationship and eventually move the individual living on the street into stabilization or permanent housing, with hopes of the client participating in the social, psychiatric and medical services available to insure a return to health, well-being and permanent housing. The length of stay for clients in stabilization rooms vary from one night to over 30 days and sometimes longer depending on need.

SF HOT members approach clients with a general wellness and recovery framework that includes maintaining a harm reduction position. Assessment and engagement is conducted with an "advocate" and case management approach, supported by Stages of Change and Motivational Interviewing principles.

Direct services provided by SF HOT members include:

- outreach on the street and in various facilities,
- transportation and drop-off,
- accompaniment to appointments,
- regular checking of clients and their stabilization rooms,
- advocacy for financial and medical benefits,
- engagement into health services,
- direct clinical care (including counseling and medication management),
- substance abuse screening,
- assessment and placement into housing as well as treatment programs,
- help with moving belongings,
- obtaining necessary medical equipment,
- facilitating transitions to other case management services,
- contacting family and/or friends,
- providing liaison services with other agencies,
- crisis intervention, providing health education,
- other wraparound services as necessary

SF HOT also provides indirect services including, but not limited to, street outreach to the larger general homeless population, planning, outreach, triage and crisis avoidance services at Project Homeless Connect, training members of various agencies that work with the homeless, collaborating with the San Francisco Fire and Police Departments in the provision of care for the homeless (while maintaining client confidentiality), participating in community relations activities such as Town Hall and merchant association meetings, presenting at conferences about homelessness, lobbying members of the United States Congress, advocating for systems change within and outside of San Francisco, providing personnel and resources for special projects for the Office of the Mayor, the Board of Supervisors and the Human Services Agency, helping with disaster-related City efforts, providing consultation to other agencies, participating in community events, serving on various planning committees and developing new partnerships to increase access to care for the homeless population.

**E. Discharge Criteria:** Outreach clients are discharged from the program according to the following criteria:

- they are placed in permanent housing with the establishment of another source of ongoing support as appropriate;
- they are transferred to an ICM (intensive case management);
- they are placed into a hospital / institution for a long period and have support at the institution;
- they are incarcerated for a 1 month or longer;
- they request to no longer engage with the team; or
- the outreach team is unable to locate them on the street for more than 1 month;
- they are deceased.

**C.** SF HOT is collaboration between the Department of Public Health, the Human Services Agency and CATS, and consists of staff from all three agencies. This grant is for the CATS staff only, including:

- 1 Program Director (management of daily clinical operations)

- 1 Program Coordinator (administrative and personnel management)
- 1 Administrative Assistant (clerical support)
- 35 Outreach Workers (provide outreach and case management services to clients)

## 6. Objectives and Measurements

### A. Performance Objectives:

1. (G.1.a) For all contractors information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self help programs) will be kept on prominent display and distributed to clients and families at all program sites.

The SF HOT Program Coordinator will review on a quarterly basis all available material provided by the Cultural Competency Unit to ensure that it is accurate and up to date. The Counselor will ensure that this material is prominently displayed at all times and distributed to all clients and families at program site.

*Cultural Competency Unit will compile the informing material on self- help Recovery groups and make it available to all contractors by September 2010.*

2. (G.1.b) All contractors are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.

The SF HOT Program Director will develop and implement any clinically appropriate Evidence Based Practice or Practice Based Evidence interventions to meet the needs of the specific population served and inform the SOC Program Manager.

3. (H.1.a) Contractors will remove barriers to accessing services by African American individuals and families.

*System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor via new client's survey with suggested interventions. The contractor will establish performance improvement objective for the following year, based on feedback from the survey.*

Based on the SOC Program review and Quality Improvement's feedback via the new client's survey. The SF HOT Program Director in coordination with the CBHS Program Manager will establish a performance improvement objective during the following year.

4. (H.1.b) Contractors will promote engagement and remove barriers to retention by African American individuals and families.

*Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor. The contractor will establish performance improvement objectives for the following year, based on their program's client retention data. Use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.*

Based on the feedback of the Program Evaluation unit, the SF HOT Program Director in coordination with the CBHS Program Manager will establish performance improvement objectives during the following year. Ensuring the use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature.

### B. Other Objectives and Measurement

#### Effective Outreach and Engagement

- During Fiscal Year 2010-11, 640 unduplicated clients (those receiving at least one service encounter) will have developed a Street-to-Home Plan.

SFHOT staff, case managers, social workers and other clinical staff chart on clients in a WEB based system, CCMS. They populate a "Street to Home" plan with information about benefits, medical and behavior health, and plans for permanent housing. Case managers meet clients at least once a week. Case managers chart at least once a week, more if needed. Social worker/supervisors review charts weekly. The program Director reviews charts bi-monthly. CCMS can generate reports of this data to be reviewed at least quarterly by SFHGT, CBHS and CATS administrative staff.

#### Improved Client Living Situation

- During Fiscal Year 2010-11, at least 50% of clients who have a Street-to-Home Plan will be placed off the streets into beds.
- Data Source: Coordinated Case Management Database  
At least quarterly, "Street to Home" plans are reviewed as to the progress being made toward goals. These are reviewed by SFHOT administrative staff. This helps to see if SFHOT is on track to meeting contractual goals. These are reported to CBHS and CATS administrative staff. See above format.

#### Improved Client Health Status

- During Fiscal Year 2010-11, at least 70% of clients with closed cases will have successfully completed treatment or will have left early with satisfactory progress, i.e., will have completed all treatment goals or at least one treatment goal.
- Data Source: Coordinated Case Management Database

*At the closing of a clients chart, the goals set forth in the "street to Home" plan are reviewed by SFHOT clinical staff and the program director. The case managers will have charted at closing the housing disposition of each client. Per contract, 70% of our clients will have obtained permanent housing and it will have been charted in CCMS. This data is reported to CBHS and CATS administrative staff quarterly.*

### 8. Continuous Quality Improvement

The Outreach staff are encouraged to attend trainings and orientations to enhance and improve the quality of service, including: CPR and First Aid; Management of Assaultive Behavior; Sexual Harassment and Professional Boundaries; 5150 Certification; Cultural Competency; Safe & Defensive Driving (for driver staff); and other elective trainings to be determined. All licensed staff members will attend required trainings.

The Outreach Team is committed to CATS Injury and Illness Prevention Plan (IIPP), consisting of: initial employee safety orientation and quarterly safety meetings of all staff; initial TB screening for staff and TB screening update every six months, Material Safety Data Sheets and hazard reports; quarterly safety inspection reports; and supplemental trainings on safety related topics.

The Outreach team has a complaint procedure in place for clients or citizens who have a complaint or grievance per CATS policy. Complaints are referred by staff members to the program director. A Complaint/Incident Report Form to submit a written complaint is available in the Outreach offices. Staff members are instructed to advise the program director promptly regarding any complaints. All complaints are investigated and details are logged, including resolution.

San Francisco Homeless Outreach Team undertakes to enhance, improve and monitor cultural competency in our program performance. The SF HOUT further strives for improvement and accountability by the submission of monthly, quarterly and annual reports reporting progress on objectives to CATS Executive Director for review. Program adjustments are made if needed. The Outreach Team conducts case conferencing both "in house" as well as with other agencies. The team has regular staff meetings as well as set aside clinical supervision to ensure quality services.

Finally the San Francisco Homeless Outreach Team will undertake client and peer agency satisfaction surveys, to assist in the planning of future beneficial changes in its policies and procedures.

The program is also in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis and include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.

All of the above CQI activities are either provided through DPH or CATS. More specifically, all CATS SFHOT staff attend an annual CATS Cultural Competency Training, as well as Sexual Harassment Training, Safety Trainings, and Safe and Defensive Driving. SFHOT develops and tracks cultural competency goals that are specific to the program. CATS does become involved in client complaints both investigating and resolving them when a CATS employee is involved.

**1. Program Identification**

Mobile Assistance Patrol (MAP)  
 1171 Mission St.  
 San Francisco, CA 94103  
 Telephone: 415-431-7400  
 Fax: 415-241-1176

**2. Nature of Document**

New  Renewal  Modification

**3. Goal Statement**

The primary goal of MAP is to provide assessment of persons at risk on the street, and provide transportation to stabilization or shelter referral to those persons. MAP also provides safe transport to individuals within the detox and shelter system to essential services.

**4. Target Population**

MAP serves persons of all ethnic/race, language, sexual orientation and gender categories, age 18 and above (Family Service may transport all ages). Specific target: Substance abusers and homeless persons present within the city limits of San Francisco at risk for serious or life threatening consequences. Participant's economic status is low or no income, on general assistance or other public aid, and/or unemployed. Participants must be aware of and willing to accept transportation to appropriate reception centers, detoxification programs, shelters and medical facilities.

**CLIENT PRIORITY:**

- 1st. At Risk individuals on the street needing stabilization (PD & Paramedic Dispatch given priority)
- 2nd. At Risk individuals on the street seeking shelter
- 3rd. Individuals for intake to services from an indoor/safe location
- 4th. Clients referred by appropriate facilities to outside services
- 5th. Return trips

MAP also prioritizes requests according to age, mobility, disability and unfamiliarity with San Francisco destinations. Persons at risk on the street are considered highest priority.

**5. Modalities/Interventions**

The service modality is Secondary Prevention, Strategy 18 Early Intervention

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
<u>Client Transportation Substance Abuse Outreach</u>  1 UOS = one contact lasting at least 5 minutes or more of substance abuse outreach, transportation & linkage services.  72 transports per day x 365 days/ year = 26,280	26,280	
<u>Substance Abuse Prevention Street Outreach</u>  1 UOS = one client contact lasting at least of 5 minutes or more of substance abuse prevention or intervention outreach  3 contacts per day x 365days/ year = 1,095	1,095	
Total UOS delivered	27,375	
Total Unduplicated clients served: (based on estimated 9% of all contacts)		2,464

Due to cutbacks in funding MAP does not have the time to patrol and do outreach as it once did. Also SFHOT (First Response) was once a part of MAP and was devoted to outreach. Now those workers are a part of SFHOT.

## 6. Methodology

- A. Outreach and Recruitment: MAP Outreach Counselor Drivers (OCD's) contact homeless and substance abuse clients by patrolling the city streets, and responding to dispatched calls from the general public, Emergency Services, public and private agencies, and clients requesting service. Individuals contacted and assessed as needing services are encouraged by OCD's (and Dispatcher Counselors in the case of telephone contacts) to accept transportation to stabilization or shelter referral.

Promotion and Advertisement: MAP vans have high recognition to the target population and the general public due to our distinctive logo and thirty five years of service on the street. MAP service is promoted through listings in guides to homeless and mental health services published by the Homeless Advocacy Project, the Free Print Shop, S.F. Public Library Community Services, as well as other public and private guides both print and online. MAP staff frequently attend and address community/neighborhood meetings.

- B. MAP provides *assessment* services to any person in our target population. Individuals transported by MAP must:
- Be willing to go;
  - Be able to walk with assistance or sit in their wheelchair;
  - Meet destination acceptability requirements.
- C. Services: Using a fleet of vans and mobile outreach counselor/drivers, MAP locates, assesses, encourages, counsels and refers individuals at-risk on the street; then provides transportation to appropriate detox stabilization facilities, shelters, and programs for those willing to accept help. Additionally MAP provides safe transportation for clients in detoxification programs and shelters to and from essential services. MAP operates 24 hours per day, 365 days per year. The number of counselor drivers in service varies from 3 during peak weekday/daytime hours to one during the overnight shift. One dispatcher counselor is on duty 21 hours per day. The three main areas of MAP service are Substance Abuse, Adult Shelter/MSC Service (Multi-Service Center Shelters), and Family Shelter Service (MAPFAM):
- Substance Abuse - Transportation is provided to:
    - Appropriate individuals who are willing to accept transportation to San Francisco Sobering Center and other appropriate detox facilities.
    - Clients accepted for intake to appropriate detox or substance abuse treatment programs.
    - Clients residing at appropriate detox or substance abuse treatment programs who need transport to and from essential services.
  - Adult Shelter/MSC - Transportation is provided to clients of Next Door and MSC South, referred by facility staff, to outside support services and return. MAP extends service to other shelters, resource centers and homeless programs and based on van availability and client need.
  - MAPFAM - Provides regular daily scheduled service from designated family shelters to and from homeless family agencies. Also provides on-call transport services to families referred by designated family service providers: Connecting Point, Hamilton Family Services, Homeless Prenatal Program, Compass Family Center, St. Joseph's Village, and Oshun Center.

**MAP VAN SERVICE BY HOURS- MONDAY THROUGH FRIDAY**

6:30 AM	7:00 AM	9:00 AM	1:00 PM	2:30 PM	3:00 PM	10:30 PM	11:00 PM
MAP #1 -Detox & Stabilization - 6:30AM to 2:30PM				MAP #1 -Detox & Stabilization - 2:30PM to 10:30PM			MAP #1 -Detox & Stabilization - 10:30PM to 6:30AM
MAP #6 - Shelter Service 7:00AM to 3:00PM					MAP #6 - Shelter Service 3:00 PM to 11:00 PM		
MAP #3-Family Shelter Service - 9:00 AM to 1:00 PM							

**MAP VAN SERVICE BY HOURS - WEEKENDS**

6:30 AM	7:00 AM	2:30 PM	3:00 PM	10:30 PM	11:00 PM
MAP #1 -Detox & Stabilization - 6:30AM to 2:30PM			MAP #1 -Detox & Stabilization - 2:30PM to 10:30PM		MAP #1 -Detox & Stabilization - 10:30PM to 6:30AM
MAP #6 - Shelter Service 7:00AM to 3:00PM				MAP #6 - Shelter Service 3:00 PM to 11:00 PM	

MAP works directly with San Francisco Police and Fire Rescue Paramedics daily via radio link, responding to police and fire dispatch calls to assess and transport at-risk individuals found by their units to detox and shelter.

MAP collaborates with the San Francisco Sobering Center, hospitals and Emergency Medical Services to insure that individuals needing stabilization receive appropriate medical assessment.

MAP supports the Dore Street Urgent Care Clinic by transporting DUCC patients to and from other service facilities and programs. These patients are assessed by DUCC as safe to transport and by referral of DUCC only.

MAP also responds to the special needs of the community in crisis or emergency situations, supporting both city departments and outside agencies, such as the American Red Cross, by extending transportation services for humanitarian need.

- D. MAP provides initial assessment and intake to appropriate stabilization and shelter services. Exit criteria and process is the province of our receiving facilities.
- E. Staffing: MAP line staff consists of Outreach Counselor Drivers who operate vans patrolling the streets 24 hours, responding to calls, assessing persons at risk on the street, and transporting to detox or shelter referral; and Dispatcher Counselors who take telephone referrals, give assignments to Drivers, and assist with compiling statistical summaries for program reports. The Program Coordinator directly supervises all line staff, manages daily program operations, fleet maintenance, staff training and scheduling, and other duties. The Program Director provides overall supervision and is responsible for program performance, strategic planning, submission of program reports and expenditures, and program quality assurance.

**7. Objectives and Measurements**

## A. Performance/Outcome Objectives

### 1. (H.1.a) Contractors will remove any barriers to accessing services by African American individuals and families.

System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor via new clients survey with suggested interventions. The contractor will establish performance improvement objective for the following year, based on feedback from the survey.

### B. Other Measurable Objectives/Process Objectives

#### 1. During FY10/11, CATS staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions.

The Program Director will ensure that all staff funded under this contract will receive a minimum of 6 hrs training. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and/or certificates of completion.

## 8. Continuous Quality Improvement

MAP provides trainings and orientations to all staff to enhance and improve the quality of service, including: CPR and First Aid; Management of Assaultive Behavior; Sexual Harassment and Professional Boundaries; Cultural Competency; Safe & Defensive Driving (for driver staff); and other relevant elective trainings.

MAP is committed to CATS' Injury and Illness Prevention Plan (IIPP), consisting of: initial employee safety orientation and quarterly safety meetings of all staff; initial TB screening for staff and TB screening update every six months; Material Safety Data Sheets and hazard reports; quarterly safety inspection reports; and supplemental trainings on safety related topics (see training list above).

MAP has a complaint procedure in place for clients or citizens who have a complaint or grievance per MAP Service. Complaints are referred by staff to the Program Coordinator or Program Director. A Complaint/Incident Report Form to submit a written complaint is available in the MAP Office. Staff are instructed to advise the Program Coordinator or Program Director promptly regarding any complaints. All complaints are investigated and details are logged, including resolution.

MAP undertakes to enhance, improve and monitor cultural competency in our program performance through annual training for all staff, selective staff attendance of CBHS and other agency offered trainings, as well as initial and ongoing staff orientation and discussion. MAP follows Harm Reduction principles in its delivery of service to clients.

**1. Program Information**

Golden Gate for Seniors  
 637 South Van Ness Avenue  
 San Francisco, CA 94110  
 Telephone: 415-626-7553  
 Fax: 415-626-9198

**2. Nature of Document**

New     Renewal     Modification

**3. Goal Statement**

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

**4. Target Population**

The target population is self-admitted substance abusers (drug and alcohol) heterosexual, gay, lesbian, bisexual men and women 55 years of age or older, of varying ethnicities, often homeless residents of the City of San Francisco – often from the surrounding neighborhoods, including the Mission and Tenderloin and are willing to participate in a long-term residential program. Clients generally have fixed or no income and sometimes have co-occurring mental health disorders and/or criminal justice mandates. The first three target population groups, ranked by priority, are:

- Age: Senior, age 55 or older
- Drugs of Choice: Polysubstance abusers
- Homeless status: Homeless

**5. Modalities/Interventions**

<i>Program A</i>	<i>B</i>	<i>C</i>	<i>D</i>
<i>Units of Service (UOS) Description</i>	<i>Units of Service</i>	<i>Number of clients</i>	<i>Unduplicated Clients (UDC)</i>
<b>1 UOS = one 24 –hour Bed Day</b>			
18 CBHS funded beds x 365 days x 90% occupancy	5,913	42	
<b>Total UOS Delivered</b>	5,913		36
Total UDC Served		N/A	36

**6. Methodology:**

Residential Treatment. Golden Gate for Seniors is a 20-bed (16 men and 4 women) residential treatment facility licensed by the State of California to provide alcohol and drug abuse treatment services. CBHS funds 18 of these beds. A live-in House Manager occupies a 20<sup>th</sup> bed for 24-hour staff coverage. Golden Gate for Seniors provides a drug-free environment in a residential 24-hour facility. Alcohol and drug education services are provided along with individual and group counseling and other recovery related activities. Introduction to San Francisco’s many resources for seniors is also provided, as well as aftercare services and post-treatment housing referrals.

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

The Treatment Access Program (TAP) is a major referral source for the program. TAP contacts GGS when referrals are available. GGS arranges a screening appointment and assesses the client further for appropriateness of placement. If a treatment slot is available, the client is immediately placed into treatment, if not the client is placed on a waiting list. BHAC will have access to GGS’s daily census through the AVATAR system. Contact by the program with the various Senior Service Agencies and weekly AA/NA meetings held at the program attended by outside members of the target population enables prospective seniors to engage the programs’ services. Other referral sources included local hospitals (St. Francis, St. Mary’s, SFGH), Walden House (Hayes St. facility), VA Admin. – Fort Miley, Detoxes including Ozanam and Baker Places’s Joe Healey Program.

### **B. Admission, Enrollment/Intake Criteria**

Golden Gate for Seniors is currently both certified as an Alcohol and Drug Treatment Program and licensed as a Residential Treatment Facility by the State of California Department of Alcohol and Drug Programs (DADP). The primary program goal is to provide treatment services that promote satisfying, fulfilling lives free of substance abuse and addiction for our target population of San Francisco residents, both men and women age 55 and older, who have identified themselves as having substance abuse problems and are homeless and/or suffering from mental illness or have legal court mandates. The program provides drug education service addressing the concerns of the elder substance abuser leading toward abstinence. It follows with creating a support network enabling the client to continue a drug-free life upon graduation. Developing life skills is an important part of treatment as is initiating a health maintenance plan and providing a link to independent, affordable housing and goals set forth by the client and his/her counselor as documented in the client's treatment plan. Clients are assessed a fee using a sliding scale which generally is 85% of income. Adjustments are made to allow for payment of existing housing, Alimony, storage or other necessities so as ensure stability when clients leaves the treatment program. Typically clients are on SSI, SSDI or GA while in program.

### **C. Service Delivery Model**

Golden Gate for Seniors at 637 South Van Ness provides a variable treatment stay from 3 to 12 months with a focus on meeting the specific clients needs. The program operates on a 24-hour basis, seven days a week. Understanding that each client progresses through treatment at his or her own pace, treatment completion status is reached upon achievement of an individualized treatment plan with stated goals and objectives. The average daily census will be maintained at fourteen (14) clients. A longer treatment stay focuses upon providing relapse prone clients a comprehensive relapse prevention program. Treatment complete status is reached by achievement of individualized treatment plan goals and objectives. Treatment techniques and strategies that will be utilized to obtain the outcome and process objectives include the following:

- Continued abstinence from alcohol and drugs.
- Attendance at 12-step and/or recovery groups weekly
- Process group X 3 weekly
- Transitional group (re-entry, employment, financial.) X 2 weekly
- Life skills group
- Acupuncture
- Health maintenance planning
- Obtaining fixed income (employment or retirement.)
- Initiation and/or maintenance of contact with family or significant others
- Aftercare support group X 1 weekly
- Individual counseling sessions
- Exit and Aftercare planning

If clients do not come with a primary care provider they are linked to Tom Waddell Health Center, South of Market Center or SFGH while in the program. Clients linked with mental health services already have an assigned case manager that will continue with them when they graduate from GGS. This is the most typical situation.

**This section intentionally left blank.**

<b>DAILY SCHEDULE</b>							
	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
7 am	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
8 am	House Duties	House Duties	House Duties	House Duties	House Duties	House Duties	House Duties
8:30	Meds	Meds	Meds	Meds	Meds	Meds	Meds
9 am	Sensitivity Group	Life Skills/Health	Review Group	Individual Session	Education	Outside Activities	Outside Activities
10 am	Individual Sessions	Individual Sessions	Individual Sessions	Relapse Prevention	Individual Sessions		
11 am	Women's Group	Relationships	Compassion	Outside Activities	Creative Therapy		
12 pm	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Brunch
1:30	Resource Group	AA Meeting	Healthy Communication	Anger Management	Individual Sessions	Outside Activities	Outside Activities
2:30	Individual Sessions	Individual Sessions	4:30pm House Meeting	Individual Sessions	Individual Sessions		
5 pm	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
6 pm	Individual Sessions	Coping Skills	90 day group	Individual Sessions	Individual Sessions	TV Time	TV Time
7:30				AA Meeting (H&I)			
11 pm	Curfew	Curfew	Curfew	Curfew	Curfew	Curfew	Curfew

#### D. Exit Criteria and Process

The client and the counseling staff work together to assist in the provision of ancillary recovery services targeted to meet the particular client needs. Each client is assigned a counselor who facilitates a clients home group and assists the client in developing an aftercare plan. Progress is charted by the treatment staff and, together with the client, plans are made for the client to graduate. The treatment staff establishes ongoing aftercare treatment linkages for the client in the transition phase of the program. The program works closely with the many other senior facilities, affordable housing programs, half-way houses, and clean and sober living environments located in the Bay Area to provide transition for clients completing Golden Gate for Seniors. The existing relapse policy is: "Realizing that relapse is a part of recovery, GGS makes every effort to work with those clients who return to using drugs/alcohol. Clients who relapse while in Aftercare do not lose their group status and are encouraged to continue treatment. Referrals are also made for clients needing detox services and placement back into residential treatment." In addition, if clients relapse during their treatment they are discharged to a detox or shelter. They may reapply for services after 30 days. They are then placed on a waiting list, during which time they call IX/week to maintain their status. They are readmitted to treatment as soon as a slot opens.

#### E. Staffing Pattern

The Program employs an Intake Counselor who provides intake services and a Counseling Staff which provides counseling, including group and individual sessions and tailors a treatment plan to fit each client's needs. Discharge Planning and Aftercare are overseen by the Program Coordinator along with the Counseling Staff. Please refer to Exhibit B in the 05/06 Renewal Packet.

### 7. Objectives and Measurements

#### A. Performance/Outcome Objectives

1. (A.1.a) The total number of acute inpatient hospital episodes used by clients in FY 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in FY 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010-June 2011 will be compared with the data collected in July 2009-June 2010. Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Accomplishment of this objective will be documented daily in GGS Counselor notes and in the clients' care plan by the GGS Counselor. Where appropriate the address of providers along with signed clients' consent to release information will be found in the clients' record. Whenever possible client charts will provide documented proof of the clients' participation in inpatient care. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives.

2. (A.2.a) During FY 10/11, at least 60% of discharged clients will have successfully completed treatment or will have left before completion with satisfactory progress as measured by BIS discharge codes.

Data Source: *The new Avatar system will allow electronic documentation of such information.*

Accomplishment of this objective will be documented daily in GGS Counselor notes and in the clients' care plan by the GGS Counselor. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives.

3. (A.2.b) GGS will show a reduction of AOD use from admission to discharge for 60% of clients who remain in the program for 30 days.

Data Source: CalOMS

Accomplishment of this objective will be documented daily in GGS Counselor notes and in the clients' care plan by the GGS Counselor. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives.

**4. (A.2.c) During FY 10/11 GGS will show a reduction of days in jail or prison from admission to discharge for 60% of new clients admitted during FY 10/11 who remained in the program for 60 days or longer.**

Data Source: CalOMS

Accomplishment of this objective will be documented daily in GGS Counselor notes and in the clients' care plan by the GGS Counselor. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives.

**5. (B.2.a) During FY 10/11, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission as measured by BIS indicating clients engaged in the treatment process.**

Data Source: CalOMS

Accomplishment of this objective will be documented daily in GGS Counselor notes and in the clients' care plan by the GGS Counselor. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives.

**6. (F.1.a) Metabolic screening (Height, Weight & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.**

Accomplishment of this objective will be documented daily in GGS Counselor notes and in the clients' care plan by the GGS Counselor. Where appropriate the address of providers along with signed clients' consent to release information will be found in the clients' record. Whenever possible client charts will provide documented proof of the clients' participation in metabolic screening by medical provider. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives.

**7. (F.1.b) All clients at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.**

*The new Avatar system will allow electronic documentation of such information.*

Accomplishment of this objective will be documented in GGS Counselor notes and in the clients' care plan. Where appropriate the address of providers along with signed clients' consent to release information will be found in the clients' record. Whenever possible client charts will provide documented proof of the clients' medical history. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives.

**8. (F.1.c) 75% of clients in treatment for over 90 days will have, upon discharge, an identified primary care provider.**

Successful linkage of clients in need of primary health care assessment will be documented daily in GGS counselor notes in the clients' record by GGS Counselor. The name and address of providers along with signed clients' consent to release information will be found in the clients' record. Client charts will provide documented proof of the clients' participation in primary care. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. GGS Counselors will track client appointments, help to remind clients of appointments and verify client attendance through telephone calls to provider offices.

**9. (G.1.a) For all contractors information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self help programs) will be kept on prominent display at all program sites.**

*Cultural Competency Unit will compile the informing material on self-help Recovery groups and make it available to all contractors by Septembers 2010.*

The Program Coordinator will quarterly review available materials provided by the cultural competency committee in order to ensure it is accurate and up-to-date, and clients have access to necessary information. The GGS Counselor will maintain displays and postings on a monthly basis, ensuring that it is prominently displayed at all times and distributed to all clients at program site.

**10. (G.1.b) All contractors are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Based Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.**

The Program Coordinator will develop and implement clinically appropriate Evidence-Based interventions to meet the needs of the specific population served by GGS. The Program Coordinator will inform the SOC Program Managers about the interventions employed.

**11. (H.1.a) Contractors will remove barriers to accessing services by African American individuals and families.**

*System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor via new client survey with suggested interventions. The contract will establish a performance improvement objective for the following year, based on feedback from survey.*

Based on the SOC, Program Review, and Quality Improvement feedback via the new client survey, the Program Coordinator in coordination with the CBHS Program Manager will establish a performance improvement objectives for the following year.

**12. (H.1.b) Contractors will promote engagement and remove barriers to retention by African American individuals and families.**

*Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor. The contractor will establish a performance improvement objective for the following year, based on their program's clients retention data. Use of best practices, culturally appropriate clinical interventions, and on-going reviews of clinical literature is encouraged.*

Based on the program evaluation unit feedback regarding African American client retention, the Program Coordinator in coordination with the CBHS Program Manager will establish a performance improvement objective for the following year. The Program Coordinator will ensure use of best practices, culturally appropriate clinical interventions, and ongoing reviews of clinical literature by the Counselor.

## **B. Other Measurable Objectives**

**1. During FY10/11 GGS staff will receive a minimum of 6 hours of training on Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to employ strategies outside of the traditional 12 step mode.**

The Program Coordinator will ensure that all staff funded under this contract will receive a minimum of 6 hours training in Motivational Interviewing, Co-occurring Disorders and Harm Reduction. Staff must complete a sign-up sheet indicating the date on which the completed the training. Verification of training will be provided by sign-in sheets and/or certificates completed.

## **8. Continuous Quality Improvement**

The Mandatory Process & Outcome Objectives of Golden Gate For Seniors will be evaluated, monitored and tracked with the combined efforts of the Program Manager and Program Director. This process will be overseen by the Program Director. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. All reports will be submitted

to CATS Executive Director, and to the CATS Board of Directors. All required reports will also be submitted in a timely matter to respected funding sources.

Golden Gate For Seniors also accepts the following requirements:

- remain connected to Avatar
- make a commitment to collect data with integrity by appropriately trained and skilled staff
- enter data into Avatar computerized database as instructed in a timely fashion but no less often than monthly,
- review, analyze, comment and reconcile reports prepared by CBHS including keeping these reports organized and on-site
- retain current certification and licensure by State Department of Alcohol and Drug Programs (DADP) and be in compliance with its certification standards dated July 1999.

The program's clinical staff is participating in the Mental Health and Substance Abuse Integration process. The program is also in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis and include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.



**1. Agency and Program Identification**

A Woman's Place (AWP)  
 1049 Howard St.  
 San Francisco CA 94103  
 (415) 487-2140  
 Fax (415) 703-9657

**2. Nature of Document**

New  Renewal  Modification

**3. Goal Statement:**

The goal of A Woman's Place 30-120 day program is to reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

**4. Target Population:**

The population served is low or no income, chronically homeless, multiply diagnosed women, individuals identifying as transgender women, women of color, and women with diverse sexual orientations all over the age of 18, with special emphasis on women at serious risk in the Tenderloin, South of Market Districts, and Mission Districts of San Francisco. This includes long term heroin, cocaine/crack addicts and alcoholics, victims of domestic violence, sexual and physical assault, HIV/AIDS, Axis I mental disabilities, women involved with the criminal justice system, and women with a history of an inability to utilize existing services. The first three target population groups, ranked by priority, are:

- Gender: Women or FTM Transgender
- Co-occurring disorders: Multi-disordered (mental and physical health)
- Homeless status: Homeless, or transient

**5. Modalities/Interventions**

Modality of service/intervention

Overnight with Full Day Services

The Units of Service and Unduplicated Clients for the proposed contract are as follows:

Units of Service Description (UOS)	UOS	Number of Clients	Unduplicated Clients (UDC)
A Unit of Service (UOS) is defined as a 24 hour residential bed day.			
8 beds approx x. 365 days x 90% occupancy factor =2,628	2,628	40	32
<b>Total UOS Delivered</b>	<b>2,628</b>	<b>40</b>	<b>32</b>

**6. Methodology**

**A. Outreach, Recruitment, Promotion, and Advertisement:**

The Case Manager through established MOUs and monthly community outreach by the Intake Case Manager with intention of program recruitment maintains

connection and visibility in the targeted population. 20% of the Case Manager's time is spent conducting outreach to areas known to be frequented by the target population. Outreach is conducted in the streets, parks, under freeways. The Case Manager also makes presentations to other service providers. Providers are notified of vacancies on a regularly scheduled basis. This is also the Case Manager's opportunity to inquire about potential clients. A unique feature of AWP is the emergency drop-in where the client is afforded the opportunity to assess their issues of substance abuse in an environment that is safe, stable, and secure until they are ready to avail themselves of AWP's services. A Woman's Place accepts referrals from the Behavioral Health Access Center (BHAC) through the Treatment Access Program (TAP) and the Access Team which screens for mental health and substance abuse concerns. BHAC will have access to AWP's daily census through the AVATAR system.

**Include process for working with BHAC and also how provide daily census to improve service utilization.**

#### **B. Admission**

AWP does not utilize a rigid admission policy, but does require that the client has not used within a 24-72 hour period. If they have "used" we require that the prospective client either go to a detoxification unit or stabilize in our emergency drop-in shelter. Though this is not a criteria for admission clients are expected to pay 30% of their income as program fees.

#### **C. Program Description:**

All Substance Abuse Services originate from 1049 Howard St., San Francisco, CA. A Woman's Place, Overnight with Full Day Services, is a program ranging in length from 30 days to 120 days. The average length of stay is 90 days. For those seeking help for the first time we encourage the client to stay 120 days. Although the program bases itself on the tenets of steps 1-3 of the Twelve Step Programs, it does take a holistic approach to treatment which includes: peer interaction groups, process groups, art therapy, acupuncture, relaxation/meditation groups, anger management groups, educational/life skills groups, individual psycho/social assessments.

AWP Case Manager will obtain signed releases of information and/or consent for care forms to track referral outcomes, coordinate services and communicate with the clients' mental health, substance abuse and medical providers, within the first week of treatment or 48 hours of entry into specific service. Releases will be signed, dated, and reside in the client's chart. The Program Coordinator will review charts on a weekly basis to ensure compliance. If documentation is missing, information will be recouped in three business days.

Clients will be linked to other service providers, including, but not limited to, BHAC (referral/intensive case management), START (intensive case management), Lyon Martin (primary care), Tom Waddell Homeless Health Care Clinic (primary care), Iris Center (outpatient substance abuse treatment/ HIV education/ high risk behaviors), South of Market Center (mental health group and individual counseling), and Westside Crisis (crisis psychiatric medication assessments and counseling).

To ensure that integrated services are comprehensively delivered and clients have access to Substance Abuse/Use treatment, the AWP Case Manager, Program Director, and Clinical Consultant will meet monthly with other on-site and off-site service providers including Lyon Martin Health Services and Tom Waddell Health Care for the Homeless (primary care), HAFC (mental health support/lifeskills) for case conferencing.

#### **D. Progression/ Exit Criteria**

- a. Each client's case plan is designed and tailored to address her specific needs. The overall structure of the "program" is divided into Three phases. The design of each phase is interchangeable making it possible for a client to successfully complete the program at any phase if that were the extent of their case plan. In the First Phase, the client is introduced to the disease model of addiction and the first step of the Twelve Step Program. In the Second Phase, clients are taught how to manage feelings that dominate early recovery i.e., grief, loss, anger, fear, and helplessness. They begin to address the symptoms of addiction and "triggers" of relapse, therefore, understanding the relationship and role of feelings in regard to addictions. Phase Three focuses on life skill issues, i.e., budgeting, building support in a sober community by attending outside Twelve Step meetings and, when appropriate, job skills. Phase Three also assists the client to transition out of A Woman's Place hopefully into a "secondary" or longer treatment program, while developing a continuing "aftercare" case plan. At this point, the client and the Case Manager continue to work together to effect the provision of ancillary services targeted to meet the client's needs. Clients are permitted to progress at their own pace depending on the level of functioning. If a client relapses this should not be equated with a "failure or treatment". A Woman's Place does not deny services to individuals for exhibiting behaviors for which they seek help. Interventions are modified such that it benefits the client. In general, AWP acknowledges and addresses the client's unsafe practice as well as how it relates to the her treatment goals and goals for that session in particular. In the event that a client is too impaired and/or uncooperative to engage in AWP services, that client is referred to a safe venue or asked that she return when less impaired. A Woman's Place expands service options within the existing program or collaborates with other service agencies to be able to respond to clients and their special needs. At A Woman's Place we make every reasonable attempt, within the context of our program, to follow-up with clients who demonstrate an inability or unwillingness to participate in the program; and, prior to discharge, make a reasonable attempt to find additional or alternative treatment.

#### E. Program Staffing

A Woman's Place line staff consists of Shift Supervisors and Peer Counselors who engage clients in finding out what services are needed. A Substance Abuse Counselor is responsible for the coordinating of client direct services.

The Program Director and Program Coordinator are responsible for the daily oversight of the facility.

### 7. Objectives and Measurements

#### A. Performance/Outcome Objectives

1. (A.1.a) The total number of acute inpatient hospital episodes used by clients in FY 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in FY 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010-June 2011 will be compared with the data collected in July 2009-June 2010. Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Please note: Last year's objective did read differently and will not give data for direct comparison as it tracked outpatient as well as psychiatric facilities. "During FY 09/10, Substance Abuse Treatment Providers will show a reduction of use of mental health outpatient emergency and psychiatric facility visits from admission to discharge for 60% of new clients admitted during FY 09/10."

Accomplishment of this objective will be documented weekly in AWP case management notes and in the clients' care plan by the case manager. Where appropriate the address of providers along with signed clients' consent to release information will be found in the

clients' record. Whenever possible client charts will provide documented proof of the clients' participation in Inpatient Care. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives.

2. **(A.2.a) During FY 2010/2011, at least 60% of discharged clients will have successfully completed treatment or will have left before completion with satisfactory progress as measured by BIS discharge codes.**

Accomplishment of this objective will be documented weekly in AWP case management notes and in the clients' care plan by the case manager. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The new Avatar system will allow electronic documentation of such information. If data can not be entered into Avatar, the AWP will maintain required information from internal program tracking systems and provide quarterly reports to the appropriate CBHS System of Care.

3. **(A.2.b) During FY 2010/2011, AWP will show a reduction of AOD use from admission to discharge for 60% of clients who remain in the program for 30 days.**

Accomplishment of this objective will be documented weekly in AWP case management notes and in the clients' care plan by the case manager. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The new Avatar system will allow electronic documentation of such information. If data can not be entered into Avatar, the AWP will maintain required information from internal program tracking systems and provide quarterly reports to the appropriate CBHS System of Care.

4. **(A.2.c) During FY 09/10 AWP will show a reduction of days in jail or prison from admission to discharge for 60% of new clients admitted during FY 2010/11, who remained in the program for 60 days or longer.**

Accomplishment of this objective will be documented weekly in AWP case management notes and in the clients' care plan by the case manager. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The new Avatar system will allow electronic documentation of such information. If data can not be entered into Avatar, the AWP will maintain required information from internal program tracking systems and provide quarterly reports to the appropriate CBHS System of Care.

5. **(B.2.a) During FY 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission as measured by BIS indicating clients engaged in the treatment process.**

Accomplishment of this objective will be documented in AWP weekly in case management notes and in the clients' care plan by the case manager. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The new Avatar system will allow electronic documentation of such information. If data can not be entered into Avatar, the AWP will maintain required information from internal program tracking systems and provide quarterly reports to the appropriate CBHS System of Care.

6. **(F.1.a) Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.**

Accomplishment of this objective will be documented in AWP Case Management notes and in the clients' care plan by the case manager. Where appropriate the address of providers along with signed clients' consent to release information will be found in the clients' record. Whenever possible client charts will provide documented proof of the clients' participation in Metabolic Screening by Medical Provider. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives.

7. **(F.1.b) All clients at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred.**

Accomplishment of this objective will be documented in AWP Case Management notes and in the clients' care plan by the Case Manager. Where appropriate the address of providers along with signed clients' consent to release information will be found in the clients' record. Whenever possible client charts will provide documented proof of the clients' participation in Metabolic Screening by Medical Provider. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The new Avatar system will allow electronic documentation of such information. If data can not be entered into Avatar, the AWP will maintain required information from internal program tracking systems and provide quarterly reports to the appropriate CBHS System of Care.

8. **(F.1.c) 75% of clients in treatment for over 90 days will have, upon discharge, an identified primary care provider.**

Successful linkage of clients in need of primary health care assessment will be documented in AWP case management notes in the clients' record. The name and address of providers along with signed clients' consent to release information will be found in the clients' record. Client charts will provide documented proof of the clients' participation in therapy. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. AWP Counselor will track client appointments, help to remind clients of appointments and verify client attendance through telephone calls to provider offices.

9. **(G.1.a) For all contractors information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self help programs) will be kept on prominent display and distributed to clients and families at all program sites.**

The Program Coordinator will review on a quarterly basis all available material provided by the Cultural Competency Unit to ensure that it is accurate and up to date. The Counselor will ensure that this material is prominently displayed at all times and distributed to all clients and families at program site.

*Cultural Competency Unit will compile the informing material on self- help Recovery groups and make it available to all contractors by September 2010.*

10. (G.1.b) All contractors are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.

The Program Director will develop and implement any clinically appropriate Evidence Based Practice or Practice Based Evidence interventions to meet the needs of the specific population served and inform the SOC Program Manager.

11. (H.1.a) Contractors will remove barriers to accessing services by African American individuals and families.

*System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor via new client's survey with suggested interventions. The contractor will establish performance improvement objective for the following year, based on feedback from the survey.*

Based on the SOC, Program review and Quality Improvement's feedback via the new client's survey. The Program Director in coordination with the CBHS Program Manager will establish a performance improvement objective during the following year.

12. (H.1.b) Contractors will promote engagement and remove barriers to retention by African American individuals and families.

*Program evaluation unit will evaluate retention of African American clients and provide feedback to contractor. The contractor will establish performance improvement objectives for the following year, based on their program's client retention data. Use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.*

Based on the feedback of the Program Evaluation unit, the Program Director in coordination with the CBHS Program Manager will establish performance improvement objectives during the following year. Ensuring the use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature.

## B. Other Measurable Objectives

1. During FY10/11 AWP staff will receive a minimum of 6 hours of training on Motivational Interviewing, Co-Occuring Disorders, and Harm Reduction to improve staff's ability to employ strategies outside of the traditional 12 step mode.

The Program Coordinator will ensure that all staff funded under this contract will receive a minimum of 6 hrs training on Motivational Interviewing, Co-Occurring Disorders and Harm Reduction.

Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

## 8. Continuous Quality Improvement

The Mandatory Process & Outcome Objectives of A Woman's Place will be evaluated, monitored and tracked with the combined efforts of the Program Director and the Program Coordinator. This process will be overseen by the Program Director. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through

the Avatar system. All reports will be submitted to CATS' Executive Director, and to the CATS' Board of Directors. All required reports will also be submitted in a timely matter to respected funding sources.

A Woman's Place also accepts the following requirements:

- remain connected to Avatar; if the connection is not possible AWP will maintain required information from internal program tracking systems and provide quarterly reports to the appropriate CBHS System of Care
- make a commitment to collect data with integrity by appropriately trained and skilled staff
- enter data into Avatar computerized database as instructed in a timely fashion, but no less often than monthly
- review, analyze, comment and reconcile reports prepared by CBHS, including keeping these reports organized and on-site

AWP cannot be licensed through DADP as a substance abuse treatment program.

The program's clinical staff is participating in the Mental Health and Substance Abuse Integration Process. The program is also in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis and include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.



**AWP: Mental Health Post Hospital Placement**

**1. Community Awareness & Treatment Services**

1049 Howard St.  
 San Francisco CA 94103  
 (415) 487-2140  
 Fax (415) 703-9657

**2. NATURE OF DOCUMENT**

New     Renewal     Modification

**2. Goal Statement:**

The Hospital Post Release program at A Women's Place is a project of DPH and CATS/AWP with the goal of creating reasonably stable living environments for homeless patients being discharged from SFGH psychiatric wards including the Psychiatry Emergency Services (PES). The need for such services arose because patients who no longer meet the "medical necessity" criteria for hospitalization may not yet have access to long-term care or permanent housing as recommended in their treatment plans.

**3. Target Population:**

This target population includes residents of San Francisco who are exiting from San Francisco General Hospital In-Patient or Crisis Services. The population served is low or no income, chronically homeless, multiply diagnosed women, individuals identifying as transgender women, women of color, and women with diverse sexual orientations all over the age of 18. All lack housing and need transitional shelter services until longer-term housing can be established. Clients may or may not have a substance abuse problem. The primary, secondary, and tertiary target populations are:

- Mental health and/or physical health disorders often co-occurring with substance abuse
- Homelessness
- Women and Transgender (MTF)

**4. Modality:**

The Units of Service and Unduplicated Clients for the proposed contract are as follows:

Units of Service Description (UOS)	UOS	Number of Clients	Unduplicated Clients
A Unit of Service (UOS) is defined as a 24 hour shelter bed day.  5 beds approx x 365 days x 90% occupancy factor =1,643	1,643	130	95
<b>Total UOS Delivered</b>	<b>1,643</b>	<b>130</b>	<b>95</b>

The CMHS modality is short-term (from approx. 7 to 14 day) emergency shelter (community crisis beds). Services are co-located in a facility with CBHS, CARE, and HUD federal funding supporting other shelter, transitional housing, crisis beds and short-term treatment beds for women.

**5. Methodology:**

**A. Outreach, Recruitment, Promotion, and Advertisement:**

First priority access to the AWP Crisis Beds is managed via referral from a single CMHS staff person stationed in SFGH. Secondary priority access to program beds is given to referrals from the SF HOT team.

#### **B. Admission**

Admission to the AWP Crisis Beds is coordinated via referral from a single CMHS staff person stationed in SFGH or through the SF HOT team coordinator. A client's typical stay is expected to be about one week. Some patients may require a longer stay at AWP or may have more than a single episode of care during the fiscal year.

#### **C. Program Description:**

This exhibit provides funding for 5 dedicated crisis beds located in A Women's Place, 1049 Howard Street. The services include overnight shelter in a cot with sheets, blankets and pillow; three meals daily; shower and laundry facilities; 24-hr supervision; security; and medication monitoring. Unlike drop-in clients whose beds are reserved by the CHANGES system, those occupying crisis beds have a guaranteed bed which remains open in its bed position. Clients may rest or lie down as needed at any time during the day or night. Women are required to remain on-site and sign-in and sign-out if they leave and return for psychiatric or medical appointments. Other very brief outings are permitted, for example, to smoke a cigarette outside. If a crisis client disappears or fails to return to the site at the scheduled time, their crisis bed will be rescinded. They may still use the facility, but their status and privileges changes to that of a regular drop-in client. All other counseling, case management, medical and treatment services will be provided by the ongoing hospital case-workers. Other services provided on-site to all clients are also available to these women, for example, television and activities. Length of stay for each women may extend for 14 days but averages one week. Case management services are provided by the referral agency.

#### **D. Progression/Exit criteria:**

Clients entering the Hospital Post Release program typically remain for an average of 7 days. AWP's Peer Counselor monitors the clients during their stay in the shelter and encourage to them to maintain contact with their outside case manager. All case management is provided through the referral source. The SFGH or SF HOT Case Managers work with these individuals to ensure that they stay connected to their mental health provider and that a care plan is formulated while they are in the program. This is a collaborative effort. If at the end of their stay a plan is not in place the client is referred to a CHANGES resource center for a reservation into the shelter system.

AWP also assesses the client for intake into one of the programs located at 1049 Howard St.

#### **E. Program Staffing**

A Woman's Place line staff consists of Shift Supervisors and Peer Counselors who engage clients in finding out what services are needed. A SFGH or SFHOT Case Manager is responsible for the coordinating of client direct services. The Program Director and Program Coordinator are responsible for the daily oversight of the facility.

### **6. Objectives and Measurements**

#### **A. Performance/Outcome Objectives**

- I. (G.1.a) For all contractors information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self help programs) will be kept on prominent display and distributed to clients and families at all program sites.

The Program Coordinator will review on a quarterly basis all available material provided by the Cultural Competency Unit to ensure that it is accurate and up to date. The Counselor will ensure that this material is prominently displayed at all times and distributed to all clients and families at program site.

*Cultural Competency Unit will compile the informing material on self-help Recovery groups and make it available to all contractors by September 2010.*

5. (H.1.a) Contractors will remove barriers to accessing services by African American individuals and families.

*System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor via new client's survey with suggested interventions. The contractor will establish performance improvement objective for the following year, based on feedback from the survey.*

Based on the SOC, Program review and Quality Improvement's feedback via the new client's survey. The Program Director in coordination with the CBHS Program Manager will establish a performance improvement objective during the following year.

#### A. Other Measurable Objectives

1. **During FY 10/11, CATS will keep client census records by sign-in sheets nightly with printed names and signatures of clients placed in the beds via hospital or SF HOT referrals** The Program Coordinator/Director reviews census tracking sheets on a weekly? basis to ensure achievement of this objective
2. **During FY10/11, CATS staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions.**  
The Program Director will ensure that all staff funded under this contract will receive a minimum of 6 hrs training. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

#### 8. Continuous Quality Improvement

The following quality assurance activities have been implemented by CATS/AWP to ensure that the care provided at A Woman's Place meets the stated needs of the women who stay with us:

The Executive Director reviews and approves the Policies & Procedures contained in the AWP Operations Manual. Also, the Executive Director reviews and approves the Quality Assurance Plan on a yearly basis. Following CATS' infection and TB control plan, all staff and clients are required to show proof of a clear PPD or chest x-ray within 2 weeks of entry into the program, and are tested every six months thereafter. A medical protocol is included in the Operations Manual.

Program management in concert conducts regular program evaluation with the Executive Director to ensure that program goals are being met. Program evaluation procedures include: Submission of monthly and quarterly activity reports to the Executive Director and Board of Directors. Additionally, Program Management conducts quarterly reviews of the Cultural Competency plan to insure that there are no barriers to service provision.

To meet staff development requirements of CATS, all AWP staff are required to attend three outside training sessions per year, these include, but are not limited to; UCSF AIDS Health Project (for Cultural Competency training), San Francisco Suicide Prevention Agency (for dealing with suicidal clients), TOPS (Tuberculosis Outreach Prevention Services), Department of Human Services, CPR

First Aid training, CSAS Bridging the Gap Harm Reduction training. For those funded by CARE Title I the Case Manager is required to be certified in section A & B of the C- STEP program. AWP gives priority to insuring that staff members are culturally competent, and familiar with the tenets of Harm Reduction principles in a continuing effort to provide quality service to the target population.

A Review Committee made up of Program Management and Executive staff, review and assess all information related to the usage of the facilities resources bi-monthly. Staff meetings are held monthly to discuss issues of program operation and suggestions for improvement. The Program Coordinator and Case Management Supervisor conduct a review of client records bi-monthly. In addition a case management meeting is held every Wednesday to go over client records and discuss treatment plans. Client supervision is provided to staff on a weekly basis by a licensed LMFT.

The Program Director meets monthly with the women without any other staff person present to seek input and to insure proper use of protocols and practices.

Client Satisfaction Surveys are provided to clients at the end of a client's stay. The Case Manager provides the surveys to the clients as part of the exit interview, and collects them before the clients leave the facility. The Case Manager passes the surveys to the Program Coordinator with suggestions concerning improvements indicated by the information contained in the surveys. The Program Coordinator then passes the results of the surveys along with any additional suggestions concerning possible improvements to the Program Director. Next the Program Director presents the concerns and possible solutions to the clients at the next Community Meeting for additional input before implementation. Services are altered, whenever possible, in response to client suggestions.

As the above indicates, there are several layers of review that the Client Surveys are passed through before implementation. This is to ensure that adequate input is considered and that clients have a voice in the changes affecting their program. There are other methods of determining efficacy of the program. Clients are provided a Guest Input form that allows them to make suggestions concerning the operation of the program without having to wait to the end of their stay to complete a Client Satisfaction Survey. With the Guest Input form, clients can submit their concerns with anonymity. The client simply places the form in a box, and the Program Coordinator collects the contents of the box several times a week. If the client places a name on the Guest Input form, a written response is required. The form is submitted to the Program Director before it is returned to the client.

Another mechanism for incorporating input into the functioning of the facility is the monthly Community Meeting. In this meeting, the Program Director meets with clients and listens and responds to any concerns they may have. Also, the Program Director and the Program Coordinator at AWP maintain an open door policy, where clients can present concerns about the functioning of the facility in an informal atmosphere. Concerns are addressed and suggestions are incorporated into program delivery.

If a client has a grievance, she follows AWP's internal grievance process. If the client is dissatisfied with the program's decision regarding the grievance, then she contacts the CBHS for a telephone or in-person appointment for resolve the problem.

The program's clinical staff is participating in the Mental Health and Substance Abuse Integration Process. The program is also in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis and include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.

**AWP: HIV Residential Mental Health Services**

**1. Community Awareness & Treatment Services**

1049 Howard St.  
 San Francisco CA 94103  
 (415) 487-2140  
 Fax (415) 703-9657

**2. NATURE OF DOCUMENT**

New     Renewal     Modification

**3. GOAL STATEMENT**

The goal of the Residential Mental Health Services to HIV + African American Women and HIV+ Transgender Women at A Woman's Place is to provide residential mental health services to multiply diagnosed primarily African American and transgender Women living with HIV in San Francisco through supportive housing, stabilization, counseling, case management, and psychological support services improving accessibility, timeliness and continuity of care.

**4. TARGET POPULATION**

Our target population is homeless, multiply-diagnosed (substance use disorder and/or mental health issues) women and transgender women, primarily African-American, who are HIV+, living in San Francisco, and who have consented to inform the program in confidence that they are infected with HIV (confirmed by us by appropriate documentation, including medical diagnosis, TB status, etc.) AWP also serves women who have demonstrated an inability to utilize existing services effectively and as a result, have experienced numerous failures at stabilization. These women are some of the City's most fragile residents and some of the least likely to be served by the City's existing resources. They are frequently victimized on the streets and do not feel safe sharing shelter space with men. Many have had unpleasant experiences with shelters and feel intimidated by rigid program requirements and the intrusiveness of the social service system. Service providers have found that San Francisco's overburdened mental health system is unable to provide adequate care for the most severely mentally ill homeless people in the City. Studies have shown that homelessness can cause Post Traumatic Stress Disorder, similar to the condition suffered by war veterans. Women who have been raped and battered on the streets and through domestic violence have additional mental health needs. Their mental illness precludes them from accessing many services. Likewise, many long-term residential treatment programs cannot take clients right off the streets. These women need access to appropriate psychiatric care that incorporates an understanding of the lives of homeless women, and addresses their social as well as their clinical needs. Enrollment priority is given to women who have little or no income, and are medically uninsured or underinsured. Ryan White Part A/CARE funds will be used for services that are not reimbursed by any other source of revenue.

**5. METHODOLOGY**

Contract Term: 7/1/10-2/29/12

A	B	C	D
Units of Service Description (UOS)	Units of Service (UOS)	Number of Clients	Unduplicated Clients (UDC)
Ryan White PA 7/1/10– 2/28/11			

A Unit of Service (UOS) is defined as a 24 hour residential bed day. 6 beds x approx. 243 days x 90% occupancy factor =1,312	1,312	16	15
<b>1<sup>st</sup> Year Total UOS</b>	<b>1,312</b>		
<b>1st Year Total UDC</b>		N/A	15
<b>RWPA 3/1/11– 2/29/12</b>			
A Unit of Service (UOS) is defined as a residential bed day. 6 beds approx. x 365 days x 90% occupancy factor = 1,971	1,971	20	15
<b>2<sup>nd</sup> Year Total UOS</b>	<b>1971</b>		
<b>2<sup>nd</sup> Year Total UDC</b>		N/A	15

CATS is one of the first organizations to apply the tenets of the harm reduction model to every aspect of our services to meet clients at every point on the continuum of care. The AWP program dedicates 11 beds for women living with HIV+ or AIDS diagnoses, throughout the 54 bed capacity, multi-use facility. As such our AWP program provides stabilization, supportive housing and support services for homeless women and transgender women in San Francisco who are multiply-diagnosed with a substance use disorder (SUD), mental illness, physical illnesses (i.e. HIV/AIDS, TB), as well as, victims of abuse, sex workers, and seniors. To meet clients at their individual developmental level, AWP does not exclude clients because they use alcohol and drugs. The women may still access services, with the condition that they do not participate in any illicit activities involving substance use on the premises.

To further reduce the possible harm of a substance use disorder (if it is identified in the initial intake assessment as being potentially problematic), AWP HIV Services case managers will assess each client using the Stages of Change scale and employ relevant interventions. Common interventions will include motivational interviewing and harm reduction education concerning the adverse consequences of substance abuse (including information on substance use with concomitant increases of at risk behavior such as unprotected sex, needle sharing, and transmission of the HIV virus). AWP counselors refer clients who wish to address their substance use disorder to our Substance Abuse Prevention program, conveniently housed at AWP, or to another appropriate program. Clients who refuse substance abuse services at that point and do not meet the requirements of AWP Residential HIV Services can access services through AWP drop-in program. AWP case managers refer clients, as part of their individual plans, not yet connected to a primary care provider, to a physician as part of their stabilization process.

All AWP Residential HIV Services originate from 1049 Howard Street, San Francisco, CA. Staff involved in the delivery of service includes: program director, program coordinator, clinical supervisor, case managers, shift supervisors, and peer counselors.

Numerous point-of-entry sites already exist which refer to AWP. These include: Salvation Army, Walden CARE, Ozanam Detox Center, Smith House, and San Francisco General Hospital. Additional point-of-entry sites and outplacement referral sites will continue to be established through site visits and Memoranda of Understanding (MOUs). If initiated by the HIV Health Services section of the AIDS Office, at minimum, one staff member from the

program will participate in meetings to discuss ways to improve integration and coordination of Primary Care, Home Care and residential substance use services.

CATS- A Women's Place agrees to maintain appropriate referral relationships with key points of access outside of the HIV care system to ensure referral into care of newly diagnosed and PLWH not in care. Key points of access include emergency rooms, substance use treatment programs (both HIV+ and non-HIV), detox centers (both HIV+ and non-HIV), adult probation, juvenile probation, HIV counseling and testing, mental health programs (both HIV+ and non-HIV), and homeless shelters.

In accordance with HHS Standards of Care, AWP has the following procedures in place for each woman entering our program, including those eligible for our Residential HIV Services.

**Outreach:** The Case Managers conduct outreach to the target population with the intention of program recruitment. Outreach will be conducted in the streets, parks, under freeways and other areas the target population are known to frequent.

**Immediate Needs:** Each woman entering AWP receives a preliminary assessment to determine her level of crisis (i.e. 'Was she referred by PES, Police, Rape Crisis, or battered women's shelter?'), and need (i.e. 'Which service is appropriate: drop-in, crisis bed, housing bed, or another agency's service?').

**Intake:** Once immediate needs are assessed, the shift supervisor conducts an informal evaluation to determine if the woman has a medical or psychiatric emergency. Appropriate action is taken if an emergency exists. If not, the staff gives to the client and reviews with her a copy of the AWP's handbook detailing our services and criteria for entry. Should the woman request a specific service she is referred to the appropriate case manager and then her eligibility is determined.

**Intake into Supportive Housing:** Clients requesting our HIV supportive housing services must provide verification of their HIV status and obtain a current TB test within two weeks of the request. The client is referred to a mental health provider and/or AWP's clinical supervisor for a formal mental health intake evaluation/ assessment. Eligible clients receive a residency agreement detailing their responsibilities (including fee structure, housing rules and regulations, description of services offered, termination policy, and appeal process). Clients who sign the residency agreement receive the first available housing slot and are entered into ARIES within the month. If the facility is full or clients are ineligible, we inform them. They can then decide on being placed on our waiting list, accepting our drop-in services, or accessing the services at another facility.

**Re-entry Planning and Exit:** Once clients enter the Residential HIV Services, they, with the guidance of the clinical and case management staff, formulate an individual re-entry plan. The individual plan includes the woman's stated needs, such as permanent housing, substance abuse treatment, skills building, etc, as well as specific action plans to attain her goals, which culminate in her re-entry into an improved quality of life. The action plans include services the women will receive at AWP, as well as other agencies with which we have MOU's and LOC's. Re-entry plans are not static; they are often revamped or discarded. The plans may change due to disruptive events, relapse to active drug use, and other issues. As part of AWP harm reduction policies, the women may enter the Residential HIV Services despite their alcohol or drugs use. Clients involved with sex trade, including transgender women, are also accepted in the program. These women have multiple problems including severe mental illnesses. These issues present many challenges for AWP, including client retention in the program. However, our clinical, case and program management staff review the treatment plans weekly to ensure maximum support is given to each client so she may achieve her goals. Using Prevention with Positives approach, Iris Center and SAGE facilitate HIV Prevention Groups and the Case Manager meets with clients individually. Using a harm reduction philosophy, safe sex, prevention, life style choices and responsibility to partners is emphasized.

**Housing and Counseling Support Services:** Clients may stay a maximum of 18 continuous months in AWP Residential HIV Services. During this time, clients receive a comprehensive range of support services in keeping with their individual plans. The services are designed to enable the women to re-enter society with enhanced skills, awareness, and relapse prevention techniques. They include connecting the women to primary care physicians, HIV

education, and referrals to appropriate service providers, linkages to services, and review of the women's progress or challenges. We make every effort to move the women through their transition as quickly as they are able to stabilize, receive treatment, and make positive life choice decisions. Time frames can vary from three (3) months to 18 months, depending on the individual being served. AWP addresses the clients in need of but resistant to receiving mental health, case management, and/or medical services through one to one counseling sessions with the case manager and assessments by the mental health consultant when necessary.

**Follow-up and Aftercare:** Once the women graduate from the Residential HIV Services, case managers contact them once a month for a period of six months to confirm their status, give them guidance, and suggest support services. Staff interactions with clients during the Follow-up period become part of clients' permanent file. Clinical staff and interns also conduct aftercare for graduates at AWP. Aftercare includes individual sessions, alumni groups, volunteer groups, or rap groups. Again, consistent with the tenets of harm reduction, all graduates are welcomed to aftercare activities, whether or not they may have relapsed with their substance abuse issues. However, the women are encouraged not to participate in-groups while they are under the influence of alcohol and/or other illicit substances.

#### **DPH HIV Client and Services Database**

All agencies receiving funding through HHS are required to collect and submit unduplicated client and services data through the **DPH HIV Client and Services Database**. This is applicable for all "Ryan White eligible clients" receiving services paid with any HHS source of funding. Each HHS funded agency participates in the planning and implementation of its respective agency into the Database. The agency complies with HHS policies and procedures for collecting and maintaining timely, complete and accurate UDC and UOS service information in the Database. New client registration data is entered within 48 hours or two working days after data is collected. Service data for the preceding month, including UOS is entered by the 15th working day of each month. The deliverables are consistent with the information that is submitted to the appropriate DPH Budget and Finance section on the "Monthly Statements of Deliverables and Invoice" form. If these HHS standards for quality and timeliness of data entry are not followed payments may be delayed until the data has been entered and updated.

## **6. OBJECTIVES & MEASUREMENTS**

### **A. Impact Objectives & Evaluation**

1. **By the end of each contract year, of clients completing one month, 90% will receive basic HIV disease education from a certified HIV Counselor, including information about blood work, PCP prophylaxis, treatment options, and the effects of drug and alcohol use on disease progression.** This information documented on sign-up sheets compiled by the Program Coordinator. The Program Director will be responsible for reporting the results in the monitoring and annual report.
2. **By the end of each contract year, at least 90% of program residents per Process Objective 2 and at least 90% of discharged program residents who participate in aftercare will adhere to an ongoing medical treatment plan endorsed by their primary care physician.**  
The client records will verify attainment of this objective along with aftercare follow up records. Accomplishment of this objective will include the reporting of results for clients within the 3 months following their discharge from the program. AWP Case Managers will verify appointments through monthly telephone calls to provider offices. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The Program Director will be responsible for reporting the results in the HHS monitoring and annual reports.
3. **By the end of each contract year, 90% of those who are linked with Mental Health care per Process Objective 3 and at least 90% of discharged program residents who participate in aftercare will adhere to an ongoing mental health treatment plan endorsed by their mental health provider.** Accomplishment of this objective will be documented in AWP case management notes in the clients' care plan the name and address of providers along with signed clients' consent to release information will be found in the clients' record. Accomplishment of this objective will include the reporting of results for clients within the 3 months following their discharge from the program and supportive documentation may

be found in the after care follow up records. Client charts will provide documented proof of the clients' participation in therapy. AWP Case Managers will verify adherence through monthly telephone calls to mental health providers. Successful completion of the program is defined as completion of case plan/goals. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The Program Director will be responsible for reporting the results in the HHS monitoring and annual reports.

- 4. By the end of each contract year, 90% of program residents identified as having Substance Use Disorder symptoms per Process Objective 4 and at least 90% of discharged program residents who participate in aftercare will receive an updated assessment and intervention plan from their Case Manager within 3 months of discharge.**

AWP Case Managers will assess clients using the Addiction Severity Index and Stages of Change scale. Accomplishment of this objective will be documented in AWP case management notes and in the clients' care plan. Accomplishment of this objective will include the reporting of results for clients within the 3 months following their discharge from the program and supportive documentation may be found in the after care follow up records. Where appropriate the address of providers along with signed clients' consent to release information will be found in the clients' record. Whenever possible client charts will provide documented proof of the clients' participation in Substance Abuse care. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The Program Director will be responsible for reporting the results in the HHS monitoring and annual reports.

- 5. By the end of each contract year, clients who were homeless at the time of admission, 75% will have maintained stable housing 3 months after discharge.**

This information as reported by client and documented in client charts Aftercare records. Stable housing may include enrollment in other transitional or permanent residential treatment programs or communities. Data on the type of housing arrangement (e.g. independent, supported, therapeutic community etc.) secured upon exit from the program and then at 3 months will be tracked and reported in the HHS monitoring and annual reports. On a quarterly basis the Program Coordinator will review the information necessary to support the achievement of program objectives. The Program Director will be responsible for reporting the results in the monitoring and annual report.

- 6. By the end of each contract year, at least 70% of HIV+ clients will rate our services as satisfactory on the standardized client questionnaires administered prior to program exit.**

The responses will be evaluated by the Program Director on a monthly basis and used to monitor and/modify program services. The client satisfaction instrument is composed of a series of questions that allow for 'Yes', 'No', 'No comment' responses, as well as encouragement to write additional comments on the back of the paper.

- 7. By the end of each contract year, at least 70% of HIV+ clients will rate our services as satisfactory on meeting the cultural competency and linguistic needs as indicated on the standardized client questionnaire administered prior to program exit.**

The responses will be evaluated by the Program Director on a monthly basis and used to monitor and/or modify program services. The client satisfaction instrument is composed of a series of questions that allow for 'Yes', 'No', 'No comment' responses, as well as encouragement to write additional comments on the back of the paper.

#### B. Process Objectives & Evaluation

- 1. By the end of each contract year, ninety-five percent (95%) of clients who complete the agency's registration/intake process will receive a screening for eligibility to receive services and for alternate sources of payment (i.e. Medi-Cal) so as to ensure that CARE dollars are the payer of last resort.**

**Clients determined to need further assistance with insurance and/or benefits (i.e. SSI, GA) will be referred to an Eligibility Worker or Benefits Counselor for a more in-depth assessment. Clients who have received a screening at another agency within the past 3 months will not be screened again but confirmation from the other agency will be noted.**

Clients will be screened for eligibility and alternate sources of payment while in the program as monitored by the Case Manager and as shown in their case records. Confirmation from other agency will be documented by release of information and contact logs. The Program Coordinator will review charts on a weekly basis to ensure adherence to the objective. If documentation is missing, information will be recouped in 3 business days. The Program Director will be responsible for reporting the results in the monitoring and annual report.

2. **By the end of each contract year, 70% of all clients in the program 2 weeks or longer will be successfully linked to a primary health care provider. Successful linkage to primary health provider will mean:**
  - **The client was seen at least once during their stay in the program by their primary care provider for a medical assessment including review of their current medications and evaluation of their need for PCP prophylaxis; and**
  - **The client attended at least 80% of their appointments during their stay.**

Successful linkage of clients in need of primary health care assessment will be documented in AWP case management notes in the clients' record. The name and address of providers along with signed clients' consent to release information will be found in the clients' record. Client charts will provide documented proof of the clients' participation in therapy. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. AWP Case Managers will track client appointments, help to remind clients of appointments and verify client attendance through telephone calls to provider offices. The Program Director will be responsible for reporting the results in the HHS monitoring and annual reports.

3. **By the end of each contract year, 70% of those who are assessed as needing mental health care will be successfully linked with a mental health provider. Successful linkage to a mental health provider will mean:**
  - **Clients not receiving adequate mental health care at intake will be considered successfully linked if they attend an initial appointment and complete an intake with a mental health provider; and/or**
  - **Clients who are receiving adequate mental health care at intake will be considered successfully linked if they adhere to a treatment plan endorsed by their mental health provider as measured by adherence to scheduled appointments and adherence to prescribed medication if applicable.**

Successful linkage of clients in need of mental health care services will be documented in AWP case management notes in the clients' record the name and address of providers along with signed clients' consent to release information will be found in the clients' record. Client charts will provide documented proof of the clients' participation in recommended treatment. Clients will be assessed by the Case Manager using the K-10 Test for Psychological Distress and the Seeking Safety trauma evaluation model. The Mental Health Consultant will offer evaluation and assessment assistance.

Appointments, attendance, and medication adherence will be verified by AWP Case Managers. AWP Case Managers will track client appointments, help to remind clients of appointments and verify client attendance through telephone calls to provider offices. Mental health attendance goals will be documented in client care plans. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The Program Director will be responsible for reporting the results in the HHS monitoring and annual reports.

4. **By the end of each contract period, 95% of clients who report a history of a substance use disorder or who exhibit symptoms of SUD will be evaluated and appropriate interventions applied to their care plan.**

Clients will be evaluated with the Addiction Severity Index and assessed on the Stages of Change scale; both assessments will be documented in client charts. Intervention techniques will include motivational interviewing, harm reduction education for active users, creating safety plans and appropriate referrals to Substance Abuse Care providers and Self Help groups. All evaluations will be documented in care plans and tracked in Case Management notes. Where appropriate, attendance in Substance Abuse services will be tracked with tracking sheets and/or monthly conferences with Substance Abuse providers. AWP Case Managers will track client appointments, help to remind clients of appointments and verify client attendance through telephone calls to provider offices. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The Program Director will be responsible for reporting the results in the HHS monitoring and annual reports.

5. **By the end of the contract period, each contract year a biannual review, inclusive of demographic data, will be conducted covering all clients who leave the program with less than satisfactory status.**

Every six months, beginning with April, a biannual review, inclusive of demographic data, will be conducted covering all clients who leave the program with less than satisfactory status. "Less than satisfactory status" includes the following situations: 1) whenever a client is AWOL and does not return to the shelter three consecutive nights or three times in a thirty day period. 2) Does not transition from AWP into independent/supported living, or a long-term residential community/treatment facility. Or 3) exits the program without completing service/treatment goal/contract with AWP. The number of persons a) who enter the program versus the number of persons who complete 30 or 60 days in the program as well as b) a comparison of those who enter the program versus persons who successfully complete case plan/goals will be studied. Race, language preference, gender, substance use disorder, mental health, and homeless status upon entering the program, average length of stay and the reasons for exit will be analyzed and reported in the HHS monitoring and annual reports. The review will be conducted by the Program Director utilizing client charts, daily census logs and ARIES data. These retention rates will be reported to HHS during monitoring and annual reports.

6. **By the end of each contract year, 50% of all discharged clients will meet with their Case Managers at least twice within the 3 months following discharge, as verified by client charts and Aftercare follow-up records.**

Accomplishment of this objective will be documented in AWP case management notes in the clients' care plan the name and address of providers along with signed clients' consent to release information will be found in the clients' record. Client charts will provide documented proof of the clients' participation in case management. Successful completion of the program is defined as successful completion of case plan/goals. On a quarterly basis the Program Coordinator will review information documented in clients' records to ensure the capture of pertinent information necessary to support the achievement of program objectives. The Program Director will be responsible for reporting the results in the HHS monitoring and annual reports.

7. **By the end of each contract year, for each on-site AWP Cultural Competency training event, at least 75% of AWP staff will achieve a post test score of  $\geq 75\%$  as measured by pre & post test scores.**

Documentation will include the title of the event, attendance sign-in sheets and pre and posttests measuring acquisition of knowledge. The Program Director will conduct the analysis of the pre & post test scores for each training event. If the post-test scores do not reach achievement of this objective, it will spur the development of more intensive, relevant educational opportunities to be delivered to the staff throughout the contract year via the expertise of paid or pro-bono consultants or through available community training resources.

## 7. Continuous Quality Improvement

The following quality assurance activities have been implemented by CATS/AWP to ensure that the care provided at A Woman's Place meets the stated needs of the women who stay with us:

A Woman's Place agrees to abide by the standards of care for the services specified in this exhibit as described in "Making the Connection: Standards of Care for Client-Centered Services." AWP will also adhere to each HHS Standards of CARE (SOC) for Case Management & Peer Advocacy.

#### HIV Competency

Clients will receive basic HIV disease education from a certified HIV Counselor, including information about blood work, PCP prophylaxis, treatment options, and the effects of drug and alcohol use on disease progression. This information documented on sign-up sheets compiled by the Program Coordinator.

Clients who are taking medications will complete medication adherence skill-building training by a certified HIV Counselor, and will assume at least partial responsibility for their own dosing, as recorded in client medication sheets as well as case managers' notes.

Each contract year, official proof of HIV diagnosis will be documented in all CARE client records not later than 30 days after admission. If AWP is the agency of origin (meaning the program to register the client in ARIES) a hard copy "letter of diagnosis" is kept in a confidential client file. Otherwise, verification is provided by the ARIES system and that information is documented in the client chart. The Program Coordinator will review charts on a weekly basis to ensure compliance. If documentation is missing, information will be recouped in 3 business days. The Program Director will be responsible for reporting the results in the monitoring and annual report. The Program Coordinator will review charts on a weekly basis to ensure compliance. If documentation is missing, information will be recouped in 3 business days. The Program Director will be responsible for reporting the results in the monitoring and annual report.

#### Coordination of Medical Care

To ensure integrated services the AWP case managers, program management, and clinical consultant will meet monthly with other on-site and off-site LOC service providers including primary care, for complex clients (i.e. Lyon Martin Health Services, Tom Waddell Health Center), psychiatric services (i.e. North of Market Mental Health Services); and outpatient substance abuse services (Iris Center).

Case Managers will obtain signed releases of information and/or consent for care forms to track referral outcomes, coordinate services and communicate with the client's providers in Mental Health, Substance Abuse and Medical settings, with in the first week of treatment or 48 hours of entry into specific service. Releases will be signed, dated, and reside in the Client's chart. The number of willing and unwilling clients will be documented. The Program Coordinator will review charts on a weekly basis to ensure compliance. If documentation is missing, information will be recouped in 3 business days.

#### Policies, Procedures & Quality Assurance Reviews

The Executive Director reviews and approves the Policies & Procedures contained in the AWP Operations Manual. When new policies and procedures are developed AWP staff is trained on these prior to implementation. Also, the Executive Director reviews and approves the Quality Assurance Plan on a yearly basis. Following CATS' infection and TB control plan, all staff and clients are required to show proof of a clear PPD or chest x-ray within 2 weeks of entry into the program, and are tested every six months thereafter. A medical protocol is included in the Operations Manual.

Program management conducts regular program evaluation in concert with the Executive Director to ensure that program goals are being met. Program evaluation procedures include: Submission of monthly and quarterly activity reports to the Executive Director and Board of Directors. Additionally, Program Management conducts quarterly reviews of the Cultural Competency plan to insure that there are no barriers to service provision.

The management team to insure quality of implementation and service reviews all modes of service delivery including assessment and case management at least monthly.

A Review Committee made up of Program Management and Executive Staff review and assess all information related to the usage of the facilities resources bi-monthly. Staff meetings are held monthly to discuss issues of program operation and suggestions for improvement. The Program Coordinator and Case Management Supervisor conduct a review of client records bi-monthly. In addition a case management meeting is held every Wednesday to go over client records and discuss treatment plans. Clinical supervision is provided to case management staff on a weekly basis by a licensed LMFT.

To ensure that all information is entered into ARIES and that information is accurate the Program Coordinator will run a report monthly. If it is found to be deficient depending on the nature and severity of the problem. The following procedure is in place to ensure that ARIES data entry problems are resolved within 45 working days. If the person(s) who encounters the problem is not the Program Director, s/he must immediately notify the Program Director of the problem verbally; and then follow-up with a detailed written summary of the issue. The Program Director will then notify the following four entities: first, the ARIES helpdesk, then the CATS computer dept., the HHS Program Manager and, lastly, the CATS Executive Director. If the problem is not acknowledged and/or addressed within 5 working days the Program Director will again attempt re-notification; first the CATS Computer dept., then the HHS ARIES Program Manager, and lastly the CATS Executive Director. If the issue is not resolved within 10 working days, the Program Director will notify the CATS Executive Director & HHS Program Manager to complete resolution of the identified problem.

#### Staff Development & Cultural Competency

To meet staff development requirements of CATS and in keeping with Prevention for Positive services as stated in AWP methodology, all AWP staff are required to attend three outside training sessions per year, these include, but are not limited to; UCSF AIDS Health Project (for Cultural Competency training), San Francisco Suicide Prevention Agency (for dealing with suicidal clients), TOPS (Tuberculosis Outreach Prevention Services), Department of Human Services, CPR First Aid training. For those funded by CARE Title I, the Case Manager is required to be certified in section A & B of the C-STEP program. AWP gives priority in its training & education activities to insure that staff members are aware of the population's cultural issues and perform their duties in a culturally competent manner. AWP's staff is familiar with the tenets of Harm Reduction principles in a continuing effort to provide quality service to the target population. HIV competency of staff will be supported through available educational resources in the community and through DPH trainings. AWP staff will bring documentation (i.e. attendance certificates) from the training events to be stored in personnel or training files. The Program Coordinator will be responsible for maintaining certificates of completion of the City-funded HIV Treatment Education and Certification Program.

#### Consumer Input re: Program Services

The Program Director meets monthly with the women without any other staff person present to seek input and to insure proper use of protocols and practices.

Client Satisfaction Surveys are provided to clients at the end of a client's stay. The Case Manager provides the surveys to the clients as part of the exit interview, and collects them before the clients leave the facility. The Case Manager passes the surveys to the Program Coordinator with suggestions concerning improvements indicated by the information contained in the surveys. The Program Coordinator then passes the results of the surveys along with any additional suggestions concerning possible improvements to the Program Director. Next the Program Director presents the concerns and possible solutions to the clients at the next Community Meeting for additional input before implementation. Services are altered, whenever possible, in response to client suggestions.

As the above indicates, there are several layers of review that the Client Surveys are passed through before implementation. This is to ensure that adequate input is considered and that clients have a voice in the changes affecting their program. Additionally, there are other methods of determining efficacy of the program and soliciting consumer feedback on the program services. Clients are provided a Guest Input form that allows them to make suggestions concerning the operation of the program without having to wait to the end of their stay to complete a Client Satisfaction Survey. With the Guest Input form, clients can submit their concerns with anonymity. The client simply places the form in a box, and the Program Coordinator collects the contents of the box several times a week.

If the client places a name on the Guest Input form, a written response is required. The form is submitted to the Program Director before it is returned to the client.

Another mechanism for incorporating input into the functioning of the facility is the monthly Community Meeting. In this meeting, the Program Director meets with clients and listens and responds to any concerns they may have. Also, the Program Director and the Program Coordinator at AWP maintain an open door policy, where clients can present concerns about the functioning of the facility in an informal atmosphere. Concerns are addressed and suggestions are incorporated into program delivery.

If a client has a grievance, she follows AWP's internal grievance process. If the client is dissatisfied with the program's decision regarding the grievance, then she contacts the HIV Consumer Rights Advocacy project for a telephone or in-person appointment for resolve the problem.

### DPH Privacy Policy

To meet HIPAA requirements regarding DPH Privacy Policy AWP will comply with the following:

Item #2a: DPH: Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As measured by: Evidence that the policy and procedures that abides by the rules outlined in the DPH: Privacy Policy have been adopted, approved and implemented.

Item #2b: All staff that handles patient health information is trained (including new hires) and annually updated in the program's privacy/confidentiality policies and procedures.

As measured by: As Measured by: Documentation exists showing individuals were trained.

Item#2c: A Privacy Notice that meets the requirement 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 patients/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian will be provided.)

Item #2d: 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, and Russian will be provided.)

Item #2e: 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 #2f: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file.

**Appendix B  
Calculation of Charges**

**1. Method of Payment**

**FFS Option**

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

**Actual Cost**

A. Contractor shall submit monthly invoices in the format attached in Appendix F, by the fifteenth (15th) working day of each month for reimbursement of the actual costs for Services of the immediately preceding month. All costs associated with the Services shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after Services have been rendered and in no case in advance of such Services.

**2. Program Budgets and Final Invoice**

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

Budget Summary

Appendix B-1 Medical Respite

Appendix B-2 San Francisco Homeless Outreach Team

Appendix B-3 Mobile Assistance Patrol

Appendix B-4 Golden Gate for Seniors

Appendix B-5 A Woman's Place (AWP)

Appendix B-6 A Woman's Place-MH Post Hospital Placement

Appendix B-7a A Woman's Place HIV Mental Health Residential (07/01/10-02/28/11)

Appendix B-7b A Woman's Place HIV Mental Health Residential (03/01/11-02/29/12)

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$1,335,505** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

The maximum dollar for each term shall be as follows:

Term	Amount
07/01/2010-06/30/2011	\$ 5,633,021
07/01/2011-06/30/2012	\$ 3,109,743
07/01/2012-06/30/2013	\$ 719,992
07/01/2013-06/30/2014	\$ 719,992
07/01/2014-06/30/2015	\$ 586,465
07/01/2015-12/31/2015	\$ 359,996
Contingency	\$ 1,335,505
Total	\$12,464,714

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

D. Contractor further understands that \$2,548,816 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM07000056 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM07000056 for the Fiscal Year 2010-11.

E. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, CITY agrees to make an initial payment to the CONTRACTOR of Eight Hundred Twenty Thousand Dollars (\$820,000). CONTRACTOR agrees that a reduction shall be made from monthly payments to CONTRACTOR equal to one tenth (1/10) of the initial payment for the period October 1, 2010 through March 31, 2011. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the advance being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

#### FFS option

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

#### Actual Cost Option

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

DPH - Department of Public Health Contract Budget Summary

CONTRACT TYPE - This contract is:		Appendix B, Page 1							
If modification, Effective Date of Mod:		# of Mod:		VENDOR ID (DPH USE ONLY):					
LEGAL ENTITY NUMBER: 04848		Document Date: 07/01/10							
LEGAL ENTITY/CONTRACTOR NAME: Community Awareness & Treatment Services									
APPENDIX NUMBER	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-7a	
PROVIDER NUMBER	383841	383841	382045	380020	383841	383841	N/A	N/A	
PROVIDER/ Program NAME:	Medical Respite	S.F. Homeless Outreach Team	Mobile Assistance Patrol	Golden Gate for Seniors	A Woman's Place (AWP)	AWP- MH Post Hospital Placement	AWP-HIV Mental Health Residential	AWP-HIV Mental Health Residential	TOTAL
CBHS FUNDING TERM:	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 2/28/11			
HHS FUNDING TERM:							7/1/10-2/28/11	3/1/11-2/29/12	
<b>FUNDING USES:</b>									
SALARIES & EMPLOYEE BENEFITS	864,342	2,030,360	562,167	164,596	185,150	16,190	102,578	153,843	4,078,226
OPERATING EXPENSE	489,648	206,073	154,705	152,091	31,098	15,287	32,766	49,177	1,130,845
CAPITAL OUTLAY (COST \$5,000 AND OVER)									
SUBTOTAL DIRECT COSTS	1,353,990	2,236,433	716,872	316,687	216,248	31,477	135,344	203,020	5,210,071
INDIRECT COST AMOUNT	139,240	268,373	64,594	13,206	21,077	3,621	10,385	15,569	536,065
INDIRECT %	10%	12%	9%	4%	10%	12%	7.7%	7.7%	
TOTAL FUNDING USES:	1,493,230	2,504,806	781,466	329,893	237,325	35,098	145,729	218,589	5,746,136
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>									
FEDERAL REVENUES - click below									
Ryan White - RWPA									
STATE REVENUES - click below									
GRANTS - click below									
Please enter other funding source here if not in pull down									
PRIOR YEAR ROLL OVER - click below									
WORK ORDERS - click below									
Please enter other funding source here if not in pull down									
3RD PARTY PAYOR REVENUES - click below									
Please enter other funding source here if not in pull down									
REALIGNMENT FUNDS									
COUNTY GENERAL FUND						\$35,098			35,098
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES						35,098			35,098
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>									
FEDERAL REVENUES - click below									
SAPT Federal Discretionary			350,000	200,000					550,000
STATE REVENUES - click below									
State General Fund			39,692						39,692
GRANTS/PROJECTS - click below									
Please enter other funding source here if not in pull down									
WORK ORDERS - click below									
Housing and Urban Health									
Please enter other funding source here if not in pull down									
3RD PARTY PAYOR REVENUES - click below									
Please enter other funding source here if not in pull down									
GF Match to Cal SGF			4,410						4,410
COUNTY GENERAL FUND	1493230	2504806	387364	61,893	222710				4,670,003
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	1,493,230	2,504,806	781,466	261,893	222,710				5,264,105
<b>HHS FUNDING SOURCES:</b>									
GRANTS/PROJECTS									
RWPA, CFDA 93.914							133,527	200,291	
TOTAL HHS							133,527	200,291	
TOTAL DPH REVENUES	1,493,230	2,504,806	781,466	261,893	222,710	35,098	133,527	200,291	5,633,021
<b>NON-DPH REVENUES - click below</b>									
Client Fees				68,000	14,615		6,199	9,298	98,112
Other Revenues									
Private Donations							6,003	9,000	15,003
TOTAL NON-DPH REVENUES				68,000	14,615		12,202	18,298	113,115
TOTAL REVENUES (DPH AND NON-DPH)	1,493,230	2,504,806	781,466	329,893	237,325	35,098	145,729	218,589	5,746,136

	A	B	C	D	E	F	G	I	J	M	N	P	Q	S	T	V
1	Contractor Name: Community Awareness & Treatment Services													Appendix B Page 2		
2	Date: 8/31/10			Fiscal Year: 7/1/10 - 6/30/11			Document Date: 07/01/10									
3	Legal Entity #: 04848															
4																
5	<b>DPH 6: CBHS Indirect expenses</b>															
6																
7		TOTAL		Medical Respite		SFHOT		MAP		GGS		AWP - Substance Abuse		AWP - Mental Health SVS		
8		Proposed		Proposed		Proposed		Proposed		Proposed		Proposed		Proposed		
9		Transaction		Transaction		Transaction		Transaction		Transaction		Transaction		Transaction		
10		7/1/10 - 6/30/11		7/1/10 - 6/30/11		7/1/10 - 6/30/11		7/1/10 - 6/30/11		7/1/10 - 6/30/11		7/1/10 - 6/30/11		7/1/10 - 6/30/11		
11																
12	<u>Salaries &amp; Benefits</u>															
13	POSITION TITLE	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	
14	Executive Director	0.621	65,401	0.190	20,000	0.322	33,829	0.054	5,694	0.026	2,768	0.022	2,360	0.007	750	
15	Executive Assistant	0.786	36,815	0.235	11,000	0.406	19,000	0.080	3,766	0.037	1,732	0.023	1,067	0.005	250	
16	Director Of Finance	0.724	55,070	0.210	16,000	0.394	30,000	0.069	5,245	0.027	2,040	0.016	1,185	0.008	600	
17	Senior Accountant	0.721	35,340	0.204	10,000	0.368	18,000	0.092	4,500	0.029	1,440	0.020	1,000	0.008	400	
18	Staff Accountant	0.733	33,233	0.210	9,500	0.397	18,000	0.091	4,135	0.026	1,178			0.009	420	
19	H.R. Director	0.752	52,746	0.221	15,500	0.386	27,000	0.096	6,754	0.021	1,492	0.021	1,500	0.007	500	
20	Computer Technician	0.744	29,400	0.180	7,100	0.455	18,000	0.109	4,300							
21	Maintenance Coord.	0.325	13,500			0.241	10,000	0.084	3,500							
22																
23	TOTAL SALARIES	5.406	\$321,505	1.450	\$89,100	2.969	\$173,829	0.675	\$37,894	0.166	\$10,650	0.102	\$7,112	0.044	\$2,920	
24																
25																
26	EE FRINGE BENEFITS	24%	\$77,161	24%	\$21,384	24%	\$41,719	24%	\$9,095	24%	\$2,556	24%	\$1,707	24%	\$701	
27																
28																
29	TOTAL SALARIES & BENEFITS		\$398,666		\$110,484		\$215,548		\$46,989		\$13,206		\$8,819		\$3,621	
30																
31	<b>OPERATING COSTS</b>															
32	Rental Of Property		40,657		\$11,630		\$19,347		\$5,100				\$4,580			
33	Utilities		32,160		\$7,680		\$17,700		\$2,300				\$4,480			
34	Office Supplies		8,240		\$1,920		\$3,220		\$1,400				\$1,700			
35	Building Maintenance		3,133		\$770		\$1,288		\$700				\$375			
36	Insurance		5,703		\$1,730		\$2,898		\$700				\$375			
37	Staff Training		3,351		\$870		\$1,449		\$905				\$127			
38	Legal & Professional		3,058		\$770		\$1,288		\$1,000							
39	Equipment Maintenance		5,409		\$1,160		\$1,932		\$1,900				\$417			
40	Audit & Accounting		1,722		\$200		\$322		\$1,200							
41	Equipment Rental		6,328		\$1,726		\$2,898		\$1,500				\$204			
42	Small Equipment		1,683		\$300		\$483		\$900							
43	TOTAL OPERATING COSTS		\$111,444		\$28,756		\$52,825		\$17,605				\$12,258			
44																
45																
46	TOTAL INDIRECT COSTS		510,110		139,240		268,373		64,594		13,206		21,077		3,621	
47	DPH #6															

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

	FISCAL YEAR: 7/1/10 - 6/30/11	APPENDIX #: B-1, Page 1
	LEGAL ENTITY NAME: Community Awareness & Treatment Services	PROVIDER #: 383841
	PROVIDER NAME: Medical Respite	Doc date: 07/01/10
	REPORTING UNIT NAME: Medical Respite	
	REPORTING UNIT:	
	MODE OF SVCS / SERVICE FUNCTION CODE: SecPrev-19	
	SERVICE DESCRIPTION: SA-Sec Prev Outreach	
	CBHS FUNDING TERM: 7/1/10 - 6/30/11	
<b>FUNDING USES:</b>		
	SALARIES & EMPLOYEE BENEFITS	864,342
	OPERATING EXPENSE	489,648
	CAPITAL OUTLAY (COST \$5,000 AND OVER)	
	<b>SUBTOTAL DIRECT COSTS</b>	<b>1,353,990</b>
	INDIRECT COST AMOUNT	139,240
	<b>TOTAL FUNDING USES:</b>	<b>1,493,230</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>		
FEDERAL REVENUES - click below		
STATE REVENUES - click below		
GRANTS - click CFDA #:		
Please enter other here if not in pull down		
Please enter other here if not in pull down		
3RD PARTY PAYOR REVENUES - click below		
Please enter other here if not in pull down		
REALIGNMENT FUNDS		
COUNTY GENERAL FUND		
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>		
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>		
FEDERAL REVENUES - click below		
STATE REVENUES - click below		
GRANTS/PRO. CFDA #:		
Please enter other here if not in pull down		
WORK ORDERS - click below		
Housing and Urban Health		
Please enter other here if not in pull down		
3RD PARTY PAYOR REVENUES - click below		
Please enter other here if not in pull down		
	COUNTY GENERAL FUND	1,493,230
	<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>1,493,230</b>
	<b>TOTAL DPH REVENUES</b>	<b>1,493,230</b>
NON-DPH REVENUES - click below		
<b>TOTAL NON-DPH REVENUES</b>		
	<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>1,493,230</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>		
	UNITS OF SERVICE <sup>1</sup>	12
	UNITS OF TIME <sup>2</sup>	month
	Method of payment	Reimbursement
	COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	\$124,435.83
	COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	\$124,435.83
	PUBLISHED RATE (MEDICAL PROVIDERS ONLY)	
	UNDUPLICATED CLIENTS	N/A



Program Numbe 383841

Program Name: Medical Respite

**DPH 4: Operating Expenses Detail**

TOTAL	GENERAL FUND	Housing and Urban Health	GRANT #2: (grant title)	WORK ORDER #1: (dept. name)	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/01/10-6/30/11	Term: 07/01/10-6/30/11	Term: 07/01/10-6/30/11	Term: _____	Term: _____	Term: _____
Rental of Property	324,000	324,000			
Utilities(Elec, Water, Gas, Phone, Scavenger)	43,000	43,000			
Office Supplies, Postage	6,000	6,000			
Building Maintenance Supplies and Repair	28,000	28,000			
Small Equipment					
Insurance	21,500	21,500			
Staff Training	2,000	2,000			
Parking - Van	2,640	2,640			
Rental of Equipment	7,208	7,208			
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)					
OTHER					
Equipment Maintenance	1,800	1,800			
Audit & Accounting	5,000	5,000			
Client Related Costs	8,500	8,500			
Food & Food Prep	40,000	40,000			
<b>TOTAL OPERATING EXPENSE</b>	<b>\$489,648</b>	<b>\$489,648</b>			

DPH #4

<b>Provider Number:</b>	383841			<b>Appendix: B-1, Page 4</b>
<b>Provider Name:</b>	Medical Respite	<b>Fiscal Year:</b>	7/1/10 - 6/30/11	
			<b>Doc date:</b>	7/1/2010
<b>Budget Justification - Salaries &amp; Benefits</b>				
<b>Program Director</b>	<b>Annual Salary</b>	<b>X</b>	<b>FTE</b>	<b>=</b>
the day-to-day operation of the program. BA or equivalent Experience	\$50,000		1.0000	\$50,000
<b>Respite Supervisor</b>				
Responsible for day-to-day operation of the Facility during each shift. BA or equivalent experience.	\$34,688		2.8000	97,126
<b>Respite Aides</b>				
Responsible for providing information, education, referral and daily assisted living activities and other essential services. High School diploma or G.E.D.	\$29,600		11.2000	331,520
<b>Janitor</b>				
Responsible for janitorial, light maintenance/repairs of the facility and securing/maintaining Janitorial supplies. High school diploma and janitorial experience.	\$24,693		2.4000	59,263
<b>Driver</b>				
Responsible for coordinating and transporting patients/clients to and from medical appointments and and other essential services. Posses current driver license and be able to be insured by the agency Insurance. High school diploma or G.E.D.	\$30,027		1.5000	\$45,041
<b>Maintenance Worker</b>				
Responsible for the basic/general maintenance/repair of the facility that included the coordination of outside vendors to provide professional maintenance/repairs Services. High school diploma or G.E.D and maintenance experience.	\$41,496		0.5000	\$20,748
<b>Cook</b>				
Responsible for maintaining an institutional kitchen that included purchasing of food, menu planning, preparing healthy and nutritional meals, sanitation and supervision of kitchen staff. High school diploma and five years experience as a cook in an institutional setting.	\$30,590		2.0000	\$61,180
	<b>Total FTE</b>		21.4000	
<b>Total Salaries</b>				\$664,878
<b>Employee Fringe Benefits @ 30.0%</b>				\$199,464
<b>Total</b>				\$864,342

<b>Provider Number:</b>	383841			<b>Appendix B-1, Page 5</b>
<b>Provider Name:</b>	Medical Resp.		<b>Fiscal Year:</b>	7/1/10 - 11
			<b>Doc. Date:</b>	7/1/2010
<b>Budget Justification - Operating Costs</b>				
	<b>Annual Cost</b>	X	<b>Budget Percentage</b>	=
<b>Rental Of Property</b>				
Includes rent paid to lease the building that is used for the operation of the program.	324,000		100.00%	\$324,000
<b>Utilities</b>				
Includes electricity, water, gas, telephone & waste disposal	43,000		100.00%	\$43,000.00
<b>Office Supplies</b>				
Includes general office supplies such as pens, paper, ink/toner, etc.	6,000		100.00%	\$6,000.00
<b>Building maintenance</b>				
General maintenance and repair of the building.	28,000		100.00%	\$28,000.00
<b>Insurance</b>				
Includes liability, crime, vehicle & directors & officers insurance	21,500		100.00%	\$21,500.00
<b>Staff Training</b>				
Includes Management & Supervision, First Aid & CPR, HIV, cultural competency, computer and miscellaneous training.	2,000		100.00%	\$2,000.00
<b>Parking - Van</b>				
Includes vehicle, telephone and copier lease payments	2,640		100.00%	\$2,640.00
<b>Equipment Rental</b>				
Includes vehicle, telephone and copier lease payments	7,208		100.00%	\$7,208.00
<b>Equipment Maintenance</b>				
Includes repairs and maintenance of vehicle, telephone/internet, air conditioner and copier.	1,800		100.00%	\$1,800.00
<b>Audit &amp; Accounting</b>				
Includes the annual audit and certification of the agency's financial statements by an independent CPA.	5,000		100.00%	\$5,000.00
<b>Client Costs</b>				
Includes clothing, toiletries, beddings and educational materials, etc.	8,500		100.00%	\$8,500.00
<b>Food &amp; Food Preparation</b>				
Includes enhanced nutritional needs including food & food preparation	40,000		100.00%	\$40,000.00
<b>Total Operating Costs</b>				\$489,648

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

FISCAL YEAR:	7/1/10 - 6/30/11	APPENDIX #:	B-2, Page 1
LEGAL ENTITY NAME:	Community Awareness & Treatment Services	PROVIDER #:	383841
PROVIDER NAME:	SFHOT (San Francisco Homeless Outreach Team)		
REPORTING UNIT NAME:	SFHOT (San Francisco Homeless Outreach Team)		
REPORTING UNIT:			
MODE OF SVCS / SERVICE FUNCTION CODE:	SecPrev-19		
SERVICE DESCRIPTION:	SA-Sec Prev Outreach	Mobile Assistance Patrol	AWP- MH Post Hospital Placement
CBHS FUNDING TERM:	7/1/10 - 6/30/11		
<b>FUNDING USES:</b>			
SALARIES & EMPLOYEE BENEFITS	2,030,360		2,030,360
OPERATING EXPENSE	206,073		206,073
CAPITAL OUTLAY (COST \$5,000 AND OVER)			
<b>SUBTOTAL DIRECT COSTS</b>	<b>2,236,433</b>		<b>2,236,433</b>
INDIRECT COST AMOUNT	268,373		268,373
<b>TOTAL FUNDING USES</b>	<b>2,504,806</b>		<b>2,504,806</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES:</b>			
FEDERAL REVENUES - click below			
STATE REVENUES - click below			
GRANTS - click CFDA #:			
Please enter other here if not in pull down			
3RD PARTY PAYOR REVENUES - click below			
Please enter other here if not in pull down			
REALIGNMENT FUNDS			
COUNTY GENERAL FUND			
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>			
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>			
FEDERAL REVENUES - click below			
STATE REVENUES - click below			
GRANTS/PRO. CFDA #:			
Please enter other here if not in pull down			
WORK ORDERS - click below			
Please enter other here if not in pull down			
3RD PARTY PAYOR REVENUES - click below			
Please enter other here if not in pull down			
COUNTY GENERAL FUND	2,504,806		2,504,806
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>2,504,806</b>		<b>2,504,806</b>
<b>TOTAL DPH REVENUES</b>	<b>2,504,806</b>		<b>2,504,806</b>
NON-DPH REVENUES - click below			
<b>TOTAL NON-DPH REVENUES</b>			
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>2,504,806</b>		<b>2,504,806</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>			
UNITS OF SERVICE:	12		
UNITS OF TIME:	Months		
Method of payment:	Reimbursement		
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	\$208,733.83		
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	\$208,733.83		
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)			
UNDUPLICATED CLIENTS			

AWP-HIV Mental Health Residential



4 Program # 383841  
 5 Program Name SFHOT (San Francisco Homeless Outreach Team)

DPH 4: Operating Expenses Detail

	TOTAL	GENERAL FUND	GRANT #3:	Work Order #1:	WORK ORDER #2:	WORK ORDER : (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	Term: 07/01/10-6/30/11	Term: 07/01/10-06/30/11	Term:	Term: _____	Term: _____	Term: _____
9 Expenditure Category						
13 Rental of Property/Parking						
14 Utilities(Elec, Water, Gas, Phone, Scavenger)	7,000	7,000				
15 Office Supplies, Postage	36,000	36,000				
16 Building Maintenance Supplies and Repair	2,000	2,000				
17 Printing and Reproduction						
18 Insurance	36,071	36,071				
19 Staff Training	20,502	20,502				
20 Staff Travel-(Local & Out of Town)						
21 Rental of Equipment						
22 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
23 Outside Contractor for Aseessment for client Acuity Tool						
24						
25						
26						
27 OTHER						
28						
29 Equipment Maintenance	6,000	6,000				
30 Audit & Accounting	7,500	7,500				
31 Client Related Costs	60,000	60,000				
32 Parking	21,000	21,000				
33 Small equipment	10,000	10,000				
34						
35 TOTAL OPERATING EXPENSE	\$206,073	\$206,073				
36						
37 DPH #4						

<b>Provider Number:</b> 383841				<b>Appendix: B-2, Page 4</b>
<b>Provider Name:</b> SFHOT		<b>Fiscal Year:</b> 7/1/10 - 6/30/11		
		<b>Doc Date:</b> 7/1/2010		
<b>Budget Justification - Salaries &amp; Benefits</b>				
<b>Program Director</b>	<b>Annual Salary</b>	<b>X</b>	<b>FTE</b>	<b>=</b>
Responsible for management of the day-to-day operation of the program. BA or equivalent education and experience.	\$60,503		1.00	\$60,503
<b>Program Coordinator</b>				
Responsible for the coordination of the daily administrative operations of the program under the direction of the Program Director that included hiring, training, and supervision of staff. BA or equivalent in education and experience.	\$46,600		1.00	\$46,600
<b>Data Base Analyst</b>				
Responsible for assisting in the management, development, and reporting for the homeless electronic health records in Coordinated Case management System (CCMS). BA or equivalent education and experience in databases.	\$52,000		1.00	\$52,000
<b>Outreach Specialists</b>				
Responsible for responding to emergency calls and to perform outreach services to people at risks on the street and to provide evaluation, counseling, referring and transportation to appropriate services. BA or equivalent education and experience.	\$36,224		13.00	\$470,912
<b>Case Managers</b>				
Responsible for engaging, counseling and linking homeless clients to housing and other appropriate services. Duties also included establishing and maintaining a short case management relationship with clients. BA or equivalent in education and experience.	\$44,436		20.00	\$888,720
<b>Community Integration Coordinator</b>				
Responsible for identifying, creating and developing services and activities which support the recovery-oriented values of community building, civic engagement and positive recreation for case managed clients. BA or equivalent education and experiences in street outreach and case management.	\$43,680		1.00	\$43,680
	<b>Total FTE</b>		<b>37.00</b>	
<b>Total Salaries</b>				<b>\$1,561,815</b>
<b>Employee Fringe Benefits @ 30.0%</b>				<b>\$468,545</b>
<b>Total</b>				<b>\$2,030,360</b>

<b>Provider Number:</b> 383841				<b>Appendix B-2, Page 5</b>
<b>Provider Name:</b> SFHOT			<b>Fiscal Year:</b> 7/1/10 - 6/30/11	
			<b>Doc. Date:</b> 7/1/2010	
<b>Budget Justification - Operating Costs</b>				
	<b>Annual</b>	<b>X</b>	<b>Budget</b>	<b>=</b>
	<b>Cost</b>		<b>Percentage</b>	
<b>Utilities</b>				
Includes cell phones and other communication related service charges.	43,000		16.28%	\$7,000.00
<b>Office Supplies</b>				
Includes general office supplies such as pens, paper, ink/toner, etc.	6,000		600.00%	\$36,000.00
<b>Building maintenance</b>				
General maintenance and repair of the building.	28,000		7.14%	\$2,000.00
<b>Insurance</b>				
Includes liability, crime, vehicle & directors & officers insurance	21,500		167.77%	\$36,071.00
<b>Staff Training</b>				
Includes management & supervision, first aid & CPR, cultural competency and clinical training relating to the homeless population.	2,000		1025.10%	\$20,502.00
<b>Equipment Maintenance</b>				
Includes repairs and maintenance of vans/cars, cell phones and other small equipment.	1,800		333.33%	\$6,000.00
<b>Audit &amp; Accounting</b>				
Includes the annual audit and certification of the agency's financial statements by an independent CPA.	5,000		150.00%	\$7,500.00
<b>Client Costs</b>				
Includes clothing, toiletries, beddings and educational materials, etc.	8,500		705.88%	\$60,000.00
<b>Parking - Van</b>				
Parking for fleet of cars and vans.	2,640		795.45%	\$21,000.00
<b>Small Equipment</b>				
Includes cell phones, computers/laptops, field jackets/tee-shirts, etc.	7,208		138.73%	\$10,000.00
<b>Total Operating Costs</b>				\$206,073

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

	FISCAL YEAR: 7/1/10 - 6/30/11	APPENDIX #: B-3, Page 1			
	LEGAL ENTITY NAME: Community Awareness & Treatment Services	PROVIDER #: 382045			
	PROVIDER NAME: MAP (Mobile Assistance Patrol)	Doc Date: 7/1/2010			
	REPORTING UNIT NAME: MAP (Mobile Assistance Patrol)				
	REPORTING UNIT:				
	MODE OF SVCS / SERVICE FUNCTION CODE:	SecPrev-19	SecPrev-18		
	SERVICE DESCRIPTION:	SA-Sec Prev Outreach	SA-Sec Prev Early Intervention	Mobile Assistance Patrol	AWP- MH Post Hospital Placement
	CBHS FUNDING TERM:	7/1/10 - 6/30/11	7/1/10 - 6/30/11		
<b>FUNDING USES:</b>					
	SALARIES & EMPLOYEE BENEFITS	505,950	56,217		562,167
	OPERATING EXPENSE	139,235	15,471		154,706
	CAPITAL OUTLAY (COST \$5,000 AND OVER)				
	<b>SUBTOTAL DIRECT COSTS</b>	<b>645,185</b>	<b>71,687</b>		<b>716,872</b>
	INDIRECT COST AMOUNT	58,135	6,459		64,594
	<b>TOTAL FUNDING USES:</b>	<b>703,319</b>	<b>78,147</b>		<b>781,466</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>					
FEDERAL REVENUES - click below					
STATE REVENUES - click below					
GRANTS - click CFDA #:					
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
Please enter other here if not in pull down					
REALIGNMENT FUNDS					
COUNTY GENERAL FUND					
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>					
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>					
FEDERAL REVENUES - click below					
	SAPT Federal Discretionary	315,000	35,000		350,000
STATE REVENUES - click below					
	State General Fund	35,723	3,969		39,692
GRANTS/PROG. CFDA #:					
Please enter other here if not in pull down					
WORK ORDERS - click below					
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
	GF Match to Cal SGF	3,969	441		4,410
	COUNTY Other	348,628	38,736		387,364
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
<b>TOTAL DPH REVENUES</b>					
<b>TOTAL NON-DPH REVENUES</b>					
NON-DPH REVENUES - click below					
<b>TOTAL NON-DPH REVENUES</b>					
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>					
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>					
	UNITS OF SERVICE	26,280	1,085		27,375
	UNITS OF TIME <sup>2</sup>	a client contact lasting at minimum 5 minutes	a client contact lasting at minimum 5 minutes		
	COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	\$26.76	\$71.37		\$28.58
	COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	\$26.76	\$71.37		
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)					
UNDULICATED CLIENTS					

AWP-HIV Mental Health Residential

Program Number: 382045  
 Program Name: MAP

DPH 3: 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: 07/01/10-06/30/11		Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Program Director	1.00	55,504	1.00	55,504								
Program Coordinator	1.00	46,000	1.00	46,000								
Driver Counselor	8.30	216,730	8.30	216,730								
Dispatch Counselor	4.00	104,448	4.00	104,448								
HCAO Supplement												
TALS	14.30	\$422,682	14.30	\$422,682								
EMPLOYEE FRINGE BENEFITS	33%	\$139,485	33%	\$139,485								
TOTAL SALARIES & BENEFITS		\$562,167		\$562,167		\$0		\$0		\$0		\$0

DPH #3



**Budget Justification - Salaries & Benefits**

<u>Program Director</u>	<u>Annual Salary</u>	X	<u>FTE</u>	=	
Responsible for management of the day-to-day operation of the program. BA or equivalent education and experience.	\$55,504		1.00		\$55,504
<b><u>Program Coordinator</u></b>					
Responsible for the coordination of the daily administrative operations of the program under the direction of the Program Director that included hiring, training, and supervision of staff. BA or equivalent in education and experience.	\$46,000		1.00		\$46,000
<b><u>Driver Counselor</u></b>					
Responsible for responding promptly to dispatch calls and messages and to locate, evaluate, counsel, refer and to transport individuals at risks for substance abuse and homelessness to appropriate services.	\$26,112		8.30		\$216,730
<b><u>Dispatch Counselor</u></b>					
Responsible for receiving, screening telephone calls and messages, dispatching transportation referrals, facilitating outreach referrals for shelter and/or detox and assisting with record keeping.	\$26,112		4.00		\$104,448
	Total FTE		14.30		
<b>Total Salaries</b>					\$422,682
<b>Employee Fringe Benefits @ 33.0%</b>					\$139,485
<b>Total</b>					\$562,167

<b>Provider Number:</b>	382045			<b>Appendix B-3 Page 5</b>
<b>Provider Name:</b>	MAP		<b>Fiscal Year:</b>	7/1 - 6/30/11
			<b>Doc. Date:</b>	7/1/2010
<b>Budget Justification - Operating Costs</b>				
	<b>Annual Cost</b>	<b>X</b>	<b>Budget Percentage</b>	<b>=</b>
<b><u>Rental Of Property</u></b>				
Includes Rent to lease the building for the operation of the program and rent to lease space for parking of MAP's vans.	49,900		100.00%	\$49,900
<b><u>Utilities</u></b>				
Includes electricity, water, gas, telephone & waste disposal	18,000		100.00%	\$18,000.00
<b><u>Office Supplies</u></b>				
Includes general office supplies such as pens, paper, ink/toner, etc.	7,400		100.00%	\$7,400.00
<b><u>Building maintenance</u></b>				
General maintenance and repair of the building.	1,500		100.00%	\$1,500.00
<b><u>Insurance</u></b>				
Includes liability, crime, vehicle & directors & officers insurance	9,708		100.00%	\$9,708.00
<b><u>Staff Training</u></b>				
Includes Management & Supervision, First Aid & CPR, cultural competency, computer and miscellaneous training.	1,797		100.00%	\$1,797.00
<b><u>Equipment Rental</u></b>				
Includes vehicle, telephone and copier lease payments	47,000		100.00%	\$47,000.00
<b><u>Equipment Maintenance</u></b>				
Includes repairs and maintenance of vehicle, telephone/internet, air conditioner and copier.	15,000		100.00%	\$15,000.00
<b><u>Audit &amp; Accounting</u></b>				
Includes the annual audit and certification of the agency's financial statements by an independent CPA.	2,600		100.00%	\$2,600.00
<b><u>Client Costs</u></b>				
Includes water, food, gloves, paper towels used in caring for the clients while in transportation to a facility.	1,800		100.00%	\$1,800.00
<b>Total Operating Costs</b>				\$154,705

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

	FISCAL YEAR:	7/1/10 - 6/30/11	APPENDIX #:	B-4, Page 1
	LEGAL ENTITY NAME:	Community Awareness & Treatment Services	PROVIDER #:	380020
	PROVIDER NAME:	GGS (Golden Gate for Seniors)		
	REPORTING UNIT NAME:	GGS (Golden Gate for Seniors)		
	REPORTING UNIT:	00202		
	MODE OF SVCS / SERVICE FUNCTION CODE	Res-51		
	SERVICE DESCRIPTION	SA-Res Recov Long Term (Over 30 days)	Mobile Assistance Patrol	AWP- MH Post Hospital Placement
	CBHS FUNDING TERM:	7/1/10 - 6/30/11		
<b>FUNDING USES:</b>				
	SALARIES & EMPLOYEE BENEFITS	164,596		164,596
	OPERATING EXPENSE	152,091		152,091
	CAPITAL OUTLAY (COST \$5,000 AND OVER)			
	<b>SUBTOTAL DIRECT COSTS</b>	<b>316,687</b>		<b>316,687</b>
	INDIRECT COST AMOUNT	13,206		13,206
	<b>TOTAL FUNDING USES:</b>	<b>329,893</b>		<b>329,893</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>				
FEDERAL REVENUES - click below				
STATE REVENUES - click below				
GRANTS - click CFDA #:				
Please enter other here if not in pull down:				
3RD PARTY PAYOR REVENUES - click below				
Please enter other here if not in pull down:				
<b>REALIGNMENT FUNDS</b>				
<b>COUNTY GENERAL FUND</b>				
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>				
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>				
FEDERAL REVENUES - click below				
	SAPT Federal Discretionary #93.959	200,000		200,000
STATE REVENUES - click below				
GRANTS/PRO. CFDA #:				
Please enter other here if not in pull down:				
<b>WORK ORDERS - click below</b>				
Please enter other here if not in pull down:				
3RD PARTY PAYOR REVENUES - click below				
Please enter other here if not in pull down:				
	COUNTY GENERAL FUND	61,893		61,893
	<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>261,893</b>		<b>261,893</b>
	<b>TOTAL DPH REVENUES</b>	<b>261,893</b>		<b>261,893</b>
<b>NON-DPH REVENUES - click below</b>				
	Client Fees	68000		68000
	<b>TOTAL NON-DPH REVENUES</b>	<b>68000</b>		<b>68000</b>
	<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>329,893</b>		<b>329,893</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>				
	UNITS OF SERVICE <sup>1</sup>	5,913		5,913
	UNITS OF TIME <sup>2</sup>	(24 hour) Bed Day		
	COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	\$55.79		
	COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	\$44.29		
	PUBLISHED RATE (MEDICAL PROVIDERS ONLY)			
	UNDUPLICATED CLIENTS	36		



Program Number: 380020

Program Name: GGS

DPH 4: Operating Expenses Detail

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: Prop N -DHS (dept. name)	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: _____	Term: _____	Term: _____	Term: _____
75,600	75,600				
23,500	23,500				
5,000	5,000				
12,500	12,500				
0					
4,274	4,274				
200	200				
0					
4,500	4,500				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)					
OTHER					
1,500	1,500				
800	800				
7,217	7,217				
17,000	17,000				
<b>TOTAL OPERATING EXPENSE</b>	<b>\$152,091</b>				

DPH #4

**Budget Justification - Salaries & Benefits**

	Annual Salary	X	FTE	=	
<b>Senior Program Coordinator</b>					
Responsible for the supervision of the Program Coordinator who manages the day-to-day operation of the program. BA or equivalent education and experience.	\$49,500		0.07		\$3,465
<b>Program Coordinator</b>					
Responsible for the coordination of the daily administrative operations of the program under the direction of the Senior Program Coordinator that included hiring, training, and supervision of staff. BA or equivalent in education and experience.	\$46,000		1.00		\$46,000
<b>Cook</b>					
Responsible for maintaining an institutional kitchen that included purchasing of food, menu planning, preparing healthy and nutritional meals, sanitation and supervision of kitchen staff. High school diploma and five years experience as a cook in an institutional setting.	\$27,664		0.45		\$12,449
<b>Counselor</b>					
Responsible for maintaining a case load of clients, counseling clients as individuals and as groups, providing intake/orientation/educational services, maintaining clients' records and developing and updating client's treatment plans. BA in psychology or equivalent in education and work experience.	\$31,866		2.00		\$63,732
	Total FTE		3.52		
<b>Total Salaries</b>					\$125,646
<b>Employee Fringe Benefits @ 31.0%</b>					\$38,950
<b>Total</b>					\$164,596

<b>Provider Number:</b> 380020				<b>Appendix P-4, Page 5</b>
<b>Provider Name:</b> GGS			<b>Fiscal Year:</b> 10 - 6/30/11	
			<b>Doc. Date:</b> 7/1/2010	
<b>Budget Justification - Operating Costs</b>				
	<b>Annual</b>	<b>X</b>	<b>Budget</b>	<b>=</b>
	<b>Cost</b>		<b>Percentage</b>	
<b><u>Rental Of Property</u></b>				
Includes Rent to lease the building for the operation of the program.	75,600		100.00%	\$75,600
<b><u>Utilities</u></b>				
Includes electricity, water, gas, telephone & waste disposal	23,500		100.00%	\$23,500.00
<b><u>Office Supplies</u></b>				
Includes general office supplies such as pens, paper, ink/toner, etc.	5,000		100.00%	\$5,000.00
<b><u>Building maintenance</u></b>				
General maintenance and repair of the building.	12,500		100.00%	\$12,500.00
<b><u>Insurance</u></b>				
Includes liability, crime, vehicle & directors & officers insurance	4,274		100.00%	\$4,274.00
<b><u>Staff Training</u></b>				
Includes Management & Supervision, First Aid & CPR, cultural competency, computer and miscellaneous training.	200		100.00%	\$200.00
<b><u>Equipment Rental</u></b>				
Includes vehicle, telephone and copier lease payments	4,500		100.00%	\$4,500.00
<b><u>Equipment Maintenance</u></b>				
Includes repairs and maintenance of vehicle, telephone/internet, air conditioner and copier.	1,500		100.00%	\$1,500.00
<b><u>Audit &amp; Accounting</u></b>				
Includes the annual audit and certification of the agency's financial statements by an independent CPA.	800		100.00%	\$800.00
<b><u>Client Costs</u></b>				
Includes water, food, gloves, paper towels used in caring for the clients while in transportation to a facility.	7,217		100.00%	\$7,217.00
<b><u>Food &amp; Food Prep.</u></b>				
Includes enhanced nutritional needs including food & food preparation	17,000		100.00%	\$17,000.00
<b>Total Operating Costs</b>				\$152,091

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

FISCAL YEAR:		7/1/10 - 6/30/11		APPENDIX #: B-5, Page 1	
LEGAL ENTITY NAME:		Community Awareness & Treatment Services		PROVIDER #: 383841	
PROVIDER NAME:		AWP (A Woman's Place)			
REPORTING UNIT NAME:		AWP (A Woman's Place)			
REPORTING UNIT:		97027			
MODE OF SVCS / SERVICE FUNCTION CODE:		Res-51			
SERVICE DESCRIPTION:		SA-Res Recov Long Term (Over 30 days)	Mobile Assistance Patrol		AWP- MH Post Hospital Placement
CBHS FUNDING TERM:		7/1/10 - 6/30/11			
<b>FUNDING USES:</b>					
SALARIES & EMPLOYEE BENEFITS		185,150			185,150
OPERATING EXPENSE		31,098			31,098
CAPITAL OUTLAY (COST \$5,000 AND OVER)					
SUBTOTAL DIRECT COSTS		216,248			216,248
INDIRECT COST AMOUNT		21,077			21,077
TOTAL FUNDING USES:		237,325			237,325
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>					
FEDERAL REVENUES - click below					
STATE REVENUES - click below					
GRANTS - click CFDA #:					
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
Please enter other here if not in pull down					
REALIGNMENT FUNDS					
COUNTY GENERAL FUND					
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES					
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>					
FEDERAL REVENUES - click below					
SAPT Federal Discretionary					
STATE REVENUES - click below					
GRANTS/PRO. CFDA #:					
Please enter other here if not in pull down					
WORK ORDERS - click below					
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
Please enter other here if not in pull down					
COUNTY GENERAL FUND		222,710			222,710
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		222,710	-	-	222,710
<b>TOTAL DPH REVENUES</b>		222,710	-	-	222,710
<b>NON-DPH REVENUES - click below</b>					
Client Fees		14615			
TOTAL NON-DPH REVENUES		14615			14615
TOTAL REVENUES (DPH AND NON-DPH)		237,325			237,325
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>					
UNITS OF SERVICE <sup>1</sup>		2,628			
UNITS OF TIME <sup>2</sup>		(24 hour) Bed Day			
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		\$90.31			
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)		\$84.75			
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)					
UNDUPLICATED CLIENTS		32			

Program Number: 383841  
Program Name: AWP

DPH 3: 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: 07/01/10-06/30/11		Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Program Director	0.22	12,211	0.22	12,211								
Program Coordinator	0.37	17,020	0.37	17,020								
Peer Counselor	2.25	53,305	2.25	53,305								
Shift Supervisor	0.47	12,846	0.47	12,846								
Counselor I	1.00	31,866	1.00	31,866								
Cook/Food Prep Worker	0.48	14,088	0.48	14,088								
TOTALS	4.79	\$141,336	4.79	\$141,336	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS      31%    \$43,814      31%    \$43,814      #DIV/0!    #DIV/0!

TOTAL SALARIES & BENEFITS      \$185,150      \$185,150      \$0      \$0      \$0      \$0

4 Program Number: 383841  
 5 Program Name: AWP

DPH 4: Operating Expenses Detail

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: (dept. name)	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: _____	Term: _____	Term: _____	Term: _____
Rental of Property	9,000				
Utilities(Elec, Water, Gas, Phone, Scavenger)	1,088				
Office Supplies, Postage	2,000				
Building Maintenance Supplies and Repair	1,908				
Printing and Reproduction	590				
Insurance	2,388				
Staff Training					
Staff Travel-(Local & Out of Town)					
Rental of Equipment					
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)					
Clinical Consultant	2,000				
OTHER					
Equipment Maintenance	873				
Audit & Accounting	1,024				
Client Related Costs	1,000				
Food & Food Prep	9,227				
<b>TOTAL OPERATING EXPENSE</b>	<b>\$31,098</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

37 DPH #4

<b>Provider Number:</b> 383841					<b>Appendix: B-5, Page 4</b>
<b>Provider Name:</b> AWP			<b>Fiscal Year:</b>	7/1/10 - 6/30/11	
				<b>Doc Date:</b>	7/1/2010
<b>Budget Justification - Salaries &amp; Benefits</b>					
<b>Program Director</b>	<b>Annual Salary</b>	<b>X</b>	<b>FTE</b>	<b>=</b>	
Responsible for management of the day-to-day operation of the program. BA or equivalent education and experience.	\$55,503		0.22		\$12,211
<b>Program Coordinator</b>					
Responsible for the coordination of the daily administrative operations of the program under the direction of the Program Director that included hiring, training, and supervision of staff. BA or equivalent in education and experience.	\$46,000		0.37		\$17,020
<b>Peer Counselor</b>					
Responsible for providing daily program services to the clients that included assessing the clients' immediate needs, referring clients to appropriate services, providing supportive counseling and daily monitoring of clients and the facility. High School diploma or GED.	\$23,691		2.25		\$53,305
<b>Shift Supervisor</b>					
Responsible for the daily oversight of the program's operations that included training and supervising of line staff and cleaning and maintenance of the facility. High school diploma or GED with supervisory experiences.	\$27,331		0.47		\$12,846
<b>Counselor I</b>					
Responsible for maintaining a case load of clients, counseling clients as individuals and as groups, providing intake/orientation/educational services, maintaining clients' records and developing and updating client's treatment plans. BA in psychology or equivalent in education and work Experience.	\$31,866		1.00		\$31,866
<b>Cook</b>					
Responsible for maintaining an institutional kitchen that included purchasing of food, menu planning, preparing healthy and nutritional meals, sanitation and supervision of kitchen staff. High school diploma and five years experience as a cook in an institutional Setting.	\$29,349		0.48		\$14,088
	<b>Total FTE</b>		4.79		
<b>Total Salaries</b>					\$141,336
<b>Employee Fringe Benefits @ 31.0%</b>					\$43,814
<b>Total</b>					\$185,150

<b>Provider Number:</b> 383841				<b>Appendix B-5, Page 5</b>
<b>Provider Name:</b> AWP			<b>Fiscal Year:</b> 7/1/10 - 6/30	
			<b>Doc. Date:</b> 7/012010	
<b>Budget Justification - Operating Costs</b>				
	<b>Annual Cost</b>	<b>X</b>	<b>Budget Percentage</b>	<b>=</b>
<b>Utilities</b>				
Includes electricity, water, gas, telephone & waste disposal	66,000		13.64%	\$9,000.00
<b>Office Supplies</b>				
Includes general office supplies such as pens, paper, ink/toner, etc.	10,000		10.88%	\$1,088.00
<b>Building maintenance</b>				
General maintenance and repair of the building.	46,000		4.35%	\$2,000.00
<b>Insurance</b>				
Includes liability, crime, vehicle & directors & officers insurance	12,841		14.86%	\$1,908.00
<b>Staff Training</b>				
Includes Management & Supervision, First Aid & CPR, cultural competency, computer and miscellaneous training.	1,500		39.33%	\$590.00
<b>Equipment Rental</b>				
Includes telephone, washer and dryer and copier lease payments	16,500		14.47%	\$2,388.00
<b>Clinical Consultant</b>				
Responsible for staff training, individual and group clinical supervision of client, clients' assessments and crisis intervention.	36,482		5.48%	\$2,000.00
<b>Equipment Maintenance</b>				
Includes repairs and maintenance of telephone/internet, air conditioner and copier.	6,000		14.55%	\$873.00
<b>Audit &amp; Accounting</b>				
Includes the annual audit and certification of the agency's financial statements by an independent CPA.	3,000		34.13%	\$1,024.00
<b>Client Costs</b>				
Includes laundry supplies, toiletries, educational supplies and clothing.	13,000		7.69%	\$1,000.00
<b>Food &amp; Food Prep.</b>				
Includes enhanced nutritional needs including food & food preparation	41,000		22.50%	\$9,227.00
<b>Total Operating Costs</b>				\$31,098

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

FISCAL YEAR:		7/1/10 - 6/30/11		APPENDIX #: B-6, Page 1	
LEGAL ENTITY NAME:		Community Awareness & Treatment Services		PROVIDER #: 383841	
PROVIDER NAME:		A Women's Place (AWP)			
REPORTING UNIT NAME:		AWP - Mental Health Post Hospital Placement			
REPORTING UNIT:		38BK			
MODE OF SVCS / SERVICE FUNCTION CODE:		60/40-49			
SERVICE DESCRIPTION:		Life Support - Board & Care		Mobile Assistance Patrol	
CBHS FUNDING TERM:		7/1/10 - 6/30/11			
<b>FUNDING USES:</b>					
SALARIES & EMPLOYEE BENEFITS		16,190		16,190	
OPERATING EXPENSE		15,287		15,287	
CAPITAL OUTLAY (COST \$5,000 AND OVER)					
SUBTOTAL DIRECT COSTS		31,477		31,477	
INDIRECT COST AMOUNT		3,621		3,621	
TOTAL FUNDING USES:		35,098		35,098	
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>					
FEDERAL REVENUES - click below					
Ryan White - RWPA					
STATE REVENUES - click below					
GRANTS - click CFDA #:					
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
Please enter other here if not in pull down					
REALIGNMENT FUNDS					
COUNTY GENERAL FUND					
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES					
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>					
FEDERAL REVENUES - click below					
STATE REVENUES - click below					
GRANTS/PRO. CFDA #:					
Please enter other here if not in pull down					
WORK ORDERS - click below					
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
Please enter other here if not in pull down					
COUNTY GENERAL FUND		35,098		35,098	
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		35,098		35,098	
TOTAL DPH REVENUES		35,098		35,098	
<b>NON-DPH REVENUES - click below</b>					
Client Fees					
Other Revenues					
TOTAL NON-DPH REVENUES					
TOTAL REVENUES (DPH AND NON-DPH)		35,098		35,098	
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>					
UNITS OF SERVICE <sup>1</sup>		1,643			
UNITS OF TIME <sup>2</sup>		(24 hour) Bed Day			
		Cost Reimbursement			
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		\$21.36			
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)		\$21.36			
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)					
UNDUPLICATED CLIENTS		95			

AWP-HIV Mental Health Residential





**Budget Justification - Salaries & Benefits**

<u>Program Director</u>	<u>Annual Salary</u>	<u>X</u>	<u>FTE</u>	<u>=</u>	
Responsible for management of the day-to-day operation of the program. BA or equivalent education and experience.	\$55,503		0.17		\$9,522
<u>Peer Counselor</u>					
Responsible for providing daily program services to the clients that included assessing the clients' immediate needs, referring clients to appropriate services, providing supportive counseling and daily monitoring of clients and the facility. High School	\$23,691		0.12		\$2,837
	Total FTE		0.29		
<b>Total Salaries</b>					\$12,359
<b>Employee Fringe Benefits @ 31.0%</b>					\$3,831
<b>Total</b>					\$16,190

Provider Name: AWP - Mei. Health Post  
 Hospitalization Placement  
 Fiscal Year: 7/1/10 - 6/30/11  
 Doc. Date: 7/1/2010

**Budget Justification - Operating Costs**

	<u>Annual Cost</u>	X	<u>Budget Percentage</u>	=	
<b>Utilities</b>					
Includes electricity, water, gas, telephone & waste disposal	66,000		3.58%		\$2,362.00
<b>Office Supplies</b>					
Includes general office supplies such as pens, paper, ink/toner, etc.	10,000		3.04%		\$304.00
<b>Building maintenance</b>					
General maintenance and repair of the building.	46,000		9.13%		\$4,200.00
<b>Insurance</b>					
Includes liability, crime, vehicle & directors & officers insurance	12,841		3.45%		\$443.00
<b>Staff Training</b>					
Includes Management & Supervision, First Aid & CPR, cultural competency, computer and miscellaneous training.	1,500		13.87%		\$208.00
<b>Equipment Rental</b>					
Includes telephone, washer and dryer and copier lease payments	16,500		1.62%		\$268.00
<b>Clinical Consultant</b>					
Responsible for staff training, individual and group clinical supervision of client, clients' assessments and crisis intervention.	36,482		4.56%		\$1,664.00
<b>Equipment Maintenance</b>					
Includes repairs and maintenance of telephone/internet, air conditioner and copier.	6,000		3.42%		\$205.00
<b>Audit &amp; Accounting</b>					
Includes the annual audit and certification of the agency's financial statements by an independent CPA.	3,000		10.00%		\$300.00
<b>Client Costs</b>					
Includes laundry supplies, toiletries, educational supplies and clothing.	13,000		8.12%		\$1,055.00
<b>Food &amp; Food Prep.</b>					
Includes enhanced nutritional needs including food & food preparation	41,000		10.43%		\$4,278.00
<b>Total Operating Costs</b>					\$15,287

Contractor Name: Community Awareness & Treatment services, Inc.  
 Program Name: AWP: HIV MH Residential

SF DEPARTMENT OF PUBLIC HEALTH CONTRACT  
 UOS COST ALLOCATION BY SERVICE MODE

7/1/10-2/28/11

Personnel Expenses		SERVICE MODES								Contract Totals
Position Titles	FTE	AWP: HIV MH Residential								
		Salaries	Mobile Assistance Pat	Salaries	% of Total	Post Hospital	Mental Health	Salaries	% of Total	
Program Director	0.166	\$9,218	100%							9,218
Program Coordinator	0.166	\$7,640	100%							7,640
Peer Counselor	0.468	\$11,078	100%							11,078
Shift Supervisor	0.603	\$16,470	100%							16,470
Food Prep Worker	0.380	\$11,158	100%							11,158
Case Manager	0.667	\$21,255	100%							21,255
Total FTE & Total Salaries	2.450	76,819	100%							76,819
Fringe Benefits	27.5%	21,125	100%							21,125
Total Personnel Expenses		\$97,944	100%							\$97,944

Operating Expenses	Expenditure	% of Total	Contract Totals						
Rental Of Property									
Utilities	\$6,668	100%							\$6,668
Bldg Maint. Supplies & Repair	\$5,336	100%							\$5,336
Office Supplies/Postage	\$333	100%							\$333
Printing and Reproduction	\$61	100%							\$61
Insurance	\$917	100%							\$917
Staff Training	\$540	100%							\$540
Rental of Equipment	\$709	100%							\$709
Staff Travel									
Consultants/Subcontractor:	\$4,368	100%							\$4,368
Other:									
Client Related Costs	\$1,667	100%							\$1,667
Food & Food Prep	\$4,662	100%							\$4,662
Total Operating Expenses	\$25,262	100%							\$25,262

Capital Expenditures									
Total Capital Expenditures									
Total Direct Expenses	\$123,206	100%							\$123,206
Indirect Expenses	\$10,321	100%							\$10,321
TOTAL EXPENSES	\$133,527	100%							\$133,527

Number of Units of Service	1,312				1,312
UOS definition	(24 hour) Bed Day				
Method of Payment	Cost Reimbursement				
Cost Per Unit of Service	\$101.77				\$101.77





**Budget Justification - Indirect Costs**

Doc date: 7/01/2010

Indirect Cost calculated at approximately 8.4% of Direct costs.

Includes salaries, fringe benefits, rent, building expenses, office expense, printing and reproduction, utilities, staff travel, insurance, education and training professional consultants, auditing & accounting, equipment rental.

**Total Indirects: \$10,321**

**Total Indirect Cost**

**\$0**

SF DEPARTMENT OF PUBLIC HEALTH CONTRACT  
UOS COST ALLOCATION BY SERVICE MODE

3/1/11 - 2/29/12

Personnel Expenses		SERVICE MODES								Contract Totals
		AWP: HIV MH Residential								
Position Titles	FTE	Salaries	Mobile Assistance Pa	Salaries	% of Total	Post Hospital	Mental Health	Salaries	% of Total	
Program Director	0.249	\$13,820	100.0%							13,820
Program Coordinator	0.249	11,454	100.0%							11,454
Peer Counselor	0.701	16,609	100.0%							16,609
Shift Supervisor	0.903	24,693	100.0%							24,693
Food Prep Worker	0.570	16,729	100.0%							16,729
Case Manager	1.000	31,866	100.0%							31,866
										\$0
<b>Total FTE &amp; Total Salaries</b>	<b>3.673</b>	<b>115,171</b>	<b>100.0%</b>							<b>115,171</b>
Fringe Benefits	27.5%	31,672	100.0%							31,672
<b>Total Personnel Expenses</b>		<b>\$146,843</b>	<b>100.0%</b>							<b>\$146,843</b>

Operating Expenses	Expenditure		% of Total		Expenditure		% of Total		Expenditure		% of Total		Contract Totals
Rental Of Property													
Utilities		\$10,000		100.0%									10,000
Bldg Maint. Supplies & Repair		8,000		100.0%									8,000
Office Supplies/Postage		500		100.0%									500
Printing and Reproduction		92		100.0%									92
Insurance		1,375		100.0%									1,375
Staff Training		809		100.0%									809
Rental of Equipment		1,063		100.0%									1,063
Staff Travel													
Consultants/Subcontractor:		6,550		100.0%									6,550
Other:													
Client Related Costs		2,500		100.0%									2,500
Food & Food Prep		6,990		100.0%									6,990
<b>Total Operating Expenses</b>		<b>\$37,879</b>		<b>100.0%</b>									<b>\$37,879</b>

Capital Expenditures													
<b>Total Capital Expenditures</b>													
<b>Total Direct Expenses</b>		<b>\$184,722</b>		<b>100.0%</b>									<b>\$184,722</b>
<b>Indirect Expenses</b>		<b>\$15,569</b>		<b>100.0%</b>									<b>\$15,569</b>
<b>TOTAL EXPENSES</b>		<b>\$200,291</b>		<b>100.0%</b>									<b>\$200,291</b>

Number of Units of Service		1,971											1,971
UOS definition		(24 hour) Bed Day											
Method of Payment		Cost Reimbursement											
Cost Per Unit of Service		\$101.62											\$101.62

**AWP: HIV Residential Mental Health**

Doc date: 7/1/2010

**Budget Justification - Salaries & Benefits**

<u>Program Director</u>	<u>Annual Salary</u>	X	<u>FTE</u>	=
Responsible for program management. MA or equivalent Experience	\$55,503		0.2490	\$13,820
 <u>Program Coordinator</u>				
Responsible for day-to-day operation of the program. BA or equivalent experience.	\$46,000		0.2490	11,454
 <u>Peer Counselor</u>				
Responsible for providing facility services to target population. High School diploma or G.E.D.	\$23,691		0.7011	16,609
 <u>Shift Supervisor</u>				
Responsible for day-to-day operations of the facility during each shift. BA or equivalent Experience.	\$27,331		0.9035	24,693
 <u>Food Prep Worker</u>				
Responsible for assisting cook in preparation and serving of meals. Posses adequate literacy skills and basic food preparation.	\$29,346		0.5701	\$16,729
 <u>Case Manager</u>				
Responsible for case management and outreach to target population. BA or equivalent experience.	\$31,866		1.0000	\$31,866
	Total FTE		3.6726	
<b>Total Salaries</b>				\$115,171
<b>Employee Fringe Benefits @ 27.5%</b>				\$31,672
<b>Total</b>				\$146,843

Budget Justification - Operating Costs

Doc date: 7/1/2010

Operating expenses were allocated based upon previous year's actual expenses calculated at the proportionate percentage using the number of beds & type of beds (i.e. staffing patterns, clients' use of facilities, etc...) or budgeted dollars as permitted by the funder's restrictions.

	Annual Cost	X	CARE Budget Percentage	=	
<b><u>Utilities</u></b>					
Includes electricity, water, gas, & scavenger service	67,092		14.90%		\$10,000
<b><u>Building Maintenance</u></b>					
General maintenance and repair of property	51,150		15.64%		\$8,000
<b><u>Office Supplies</u></b>					
Includes supplies for program staff, and materials for group sessions and presentations.	5,800		8.62%		\$500
<b><u>Printing &amp; Reproduction</u></b>					
Includes paper and printing costs	600		15.33%		\$92
<b><u>Insurance</u></b>					
Includes vehicle insurance	9,425		14.59%		\$1,375
<b><u>Staff Training</u></b>					
Includes Management & Supervision, First Aid & CPR, HIV, cultural competency, computer and miscellaneous training.	3,500		23.11%		\$809
<b><u>Rental of Equipment</u></b>					
Includes vehicle lease and copier lease payments	7,545		14.09%		\$1,063
<b><u>Professional Consultants</u></b>					
Clinical Supervisor(\$75/hr)					
Responsible for Clinical consultation, individual and group clinical supervision, client assessments, crisis intervention, staff training.	30,000		21.83%		\$6,550
<b><u>Client Costs</u></b>					
Clothing, toiletries, educational materials, vitamins, plus special needs for CARE program.	10,428		23.97%		\$2,500
<b><u>Food &amp; Food Preparation</u></b>					
Includes enhanced nutritional needs of CARE program	30,000		23.30%		\$6,990
<b>Total Operating Costs</b>					\$37,879

Budget Justification - Indirect Costs

Doc date:

7/1/2010

	Annual	X	FTE	=
	Salary			
Executive Director	\$105,060		0.019036741	\$2,000
Executive Assistant	42,194		0.025714557	\$1,085
Director of Finance	76,073		0.032863171	\$2,500
Accountant (Senior)	49,674		0.016105005	\$800
Accountant	46,042		0.014986317	\$690
Human Resources Director	70,917		0.021151487	\$1,500
Maintenance Coordinator	41,496		0.041666667	\$1,729
Total Administrative Salaries				\$10,304
Fringe Benefits @ 25%				\$2,576

**Operating Expenses**

	Annual	X	%	=
	Cost		Cost	
Annual Cost Based upon prior year's Experience				
<b>Rent</b>				
Provides for a portion of one year's lease at 1171 Mission Street	\$55,128		1.25%	\$691
<b>Building Expenses</b>				
Provides for a portion of maintenance at the above address	\$9,916		1.50%	\$149
<b>Office Expenses</b>				
Provides for a portion of supplies and related expenses for administration	\$28,524		2.69%	\$768
<b>Printing and Reproduction</b>				
Provides for a portion of printing and reproduction expenses	\$2,631		4.26%	\$112
<b>Utilities</b>				
Provides for a portion of utility costs at the above address	\$30,984		0.59%	\$184
<b>Staff Travel</b>				
Provides for a portion of parking and mileage for the administrative staff	\$1,000		1.80%	\$18
<b>Insurance</b>				
Provides for a portion of Officers and Directors, liability, and general insurance	\$3,000		5.40%	\$162
<b>Education &amp; Training</b>				
Provides for a portion of necessary training for the administrative staff	\$1,688		2.55%	\$43
<b>Professional Consultants</b>				
Provides for a portion of the annual expense of legal fees, etc.	\$8,660		0.74%	\$64
<b>Auditing &amp; Accounting</b>				
Provides for a portion of annual audit expenses	\$3,000		10.00%	\$300
<b>Equipment Rental</b>				
Provides for a portion of vehicle, copier, etc. lease payments	\$7,306		2.71%	\$198

**Total Indirect Cost**

\$15,569

SF DEPARTMENT OF PUBLIC HEALTH CONTRACT  
UOS COST ALLOCATION BY SERVICE MODE

3/1/11 - 2/29/12

Personnel Expenses		SERVICE MODES								Contract Totals
		AWP: HIV MH Residential								
Position Titles	FTE	Salaries	Perk Assistance Pa	Salaries	% of Total	Post Hospital	Mental Health	Salaries	% of Total	
Program Director	0.249	\$13,820	100.0%							13,820
Program Coordinator	0.249	11,454	100.0%							11,454
Peer Counselor	0.701	16,609	100.0%							16,609
Shift Supervisor	0.903	24,693	100.0%							24,693
Food Prep Worker	0.570	16,729	100.0%							16,729
Case Manager	1.000	31,866	100.0%							31,866
										\$0
<b>Total FTE &amp; Total Salaries</b>	<b>3.673</b>	<b>115,171</b>	<b>100.0%</b>							<b>115,171</b>
Fringe Benefits	27.5%	31,672	100.0%							31,672
<b>Total Personnel Expenses</b>		<b>\$146,843</b>	<b>100.0%</b>							<b>\$146,843</b>

Operating Expenses	Expenditure	% of Total	Expenditure	% of Total	Expenditure	% of Total	Expenditure	% of Total	Contract Totals
Rental Of Property									
Utilities	\$10,000	100.0%							10,000
Bldg Maint. Supplies & Repair	8,000	100.0%							8,000
Office Supplies/Postage	500	100.0%							500
Printing and Reproduction	92	100.0%							92
Insurance	1,375	100.0%							1,375
Staff Training	809	100.0%							809
Rental of Equipment	1,063	100.0%							1,063
Staff Travel									
Consultants/Subcontractor:	6,550	100.0%							6,550
Other:									
Client Related Costs	2,500	100.0%							2,500
Food & Food Prep	6,990	100.0%							6,990
<b>Total Operating Expenses</b>	<b>\$37,879</b>	<b>100.0%</b>							<b>\$37,879</b>

Capital Expenditures									
<b>Total Capital Expenditures</b>									
<b>Total Direct Expenses</b>	<b>\$184,722</b>	<b>100.0%</b>							<b>\$184,722</b>
<b>Indirect Expenses</b>	<b>\$15,569</b>	<b>100.0%</b>							<b>\$15,569</b>
<b>TOTAL EXPENSES</b>	<b>\$200,291</b>	<b>100.0%</b>							<b>\$200,291</b>

Number of Units of Service	1,971					1,971
UOS definition	(24 hour) Bed Day					
Method of Payment	Cost Reimbursement					
Cost Per Unit of Service	\$101.62					\$101.62







Budget Justification - Operating Costs

Doc date: 07/01/2010

Operating expenses were allocated based upon previous year's actual expenses calculated at the proportionate percentage using the number of beds & type of beds (i.e. staffing patterns, clients' use of facilities, etc...) or budgeted dollars as permitted by the funder's restrictions.

	Annual Cost	X	CARE Budget Percentage	=		
<b>Utilities</b>						
Includes electricity, water, gas, & scavenger service	67,092		14.90%		\$10,000	10000
<b>Building Maintenance</b>						
General maintenance and repair of property	51,150		15.64%		\$8,000	8000
<b>Office Supplies</b>						
includes supplies for program staff, and materials for group sessions and presentations.	5,800		8.62%		\$500	500
<b>Printing &amp; Reproduction</b>						
Includes paper and printing costs	600		15.33%		\$92	92
<b>Insurance</b>						
Includes vehicle insurance	9,425		14.59%		\$1,375	1375
<b>Staff Training</b>						
includes Management & Supervision, First Aid & CPR, HIV, cultural competency, computer and miscellaneous training.	3,500		23.11%		\$809	809
<b>Rental of Equipment</b>						
Includes vehicle lease and copier lease payments	7,545		14.09%		\$1,063	1063
<b>Professional Consultants</b>						
Clinical Supervisor(\$75/hr)						
Responsible for Clinical consultation, individual and group clinical supervision, client assessments, crisis intervention, staff training.	30,000		21.83%		\$6,550	6550
<b>Client Costs</b>						
Clothing, toiletries, educational materials, vitamins, plus special needs for CARE program.	10,428		23.97%		\$2,500	2500
<b>Food &amp; Food Preparation</b>						
Includes enhanced nutritional needs of CARE program	30,000		23.30%		\$6,990	6990
<b>Total Operating Costs</b>					\$37,879	



Budget Justification - Indirect Costs				Doc date	7/1/2010
	Annual	X	FTE	=	
	Salary				
Executive Director	\$105,060		0.019036741		\$2,000
Executive Assistant	42,194		0.025714557		\$1,085
Director of Finance	76,073		0.032863171		\$2,500
Accountant (Senior)	49,674		0.016105005		\$800
Accountant	46,042		0.014986317		\$690
Human Resources Director	70,917		0.021151487		\$1,500
Maintenance Coordinator	41,496		0.041666667		\$1,729
<b>Total Administrative Salaries</b>					<b>\$10,304</b>
Fringe Benefits @ 25%					\$2,576
<b>Operating Expenses</b>					
	Annual	X	%	=	
	Cost		Cost		
<b>Rent</b>					
Provides for a portion of one year's lease at 1121 Mission Street	\$59,128		1.25%		\$691
<b>Building Expenses</b>					
Provides for a portion of maintenance at the above address	\$9,910		1.50%		\$149
<b>Office Expenses</b>					
Provides for a portion of supplies and related expenses for administration	\$28,524		2.69%		\$768
<b>Printing and Reproduction</b>					
Provides for a portion of printing and reproduction expenses	\$2,631		4.26%		\$112
<b>Utilities</b>					
Provides for a portion of utility costs at the above address	\$30,984		0.59%		\$184
<b>Staff Travel</b>					
Provides for a portion of parking and mileage for the administrative staff	\$1,000		1.80%		\$18
<b>Insurance</b>					
Provides for a portion of Officers and Directors, liability, and general insurance	\$3,000		5.40%		\$162
<b>Education &amp; Training</b>					
Provides for a portion of necessary training for the administrative staff	\$1,688		2.55%		\$43
<b>Professional Consultants</b>					
Provides for a portion of the annual expense of legal fees, etc.	\$8,660		0.74%		\$64
<b>Auditing &amp; Accounting</b>					
Provides for a portion of annual audit expenses	\$3,000		10.00%		\$300
<b>Equipment Rental</b>					
Provides for a portion of vehicle, copier, etc. lease payments	\$7,306		2.71%		\$198
<b>Total Indirect Cost</b>					<b>\$15,569</b>



**Appendix C  
Insurance Waiver**

**RESERVED**

**THIS PAGE IS LEFT BLANK AND IS NOT BEING USED**



**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 on CONTRACTOR'S work, which may include review by members of target communities.



## 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:

#### I. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
  - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
  - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
  - c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

- d.* **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]
- e.* **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.R.R. Section 164.308(b)].
- f.* **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g.* **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h.* **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i.* **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the

individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.

- j.* **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k.* **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l.* **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m.* **Business Associate's Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.
- n.* **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o.* **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p.* **Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect; or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum,

nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Limitation of Liability

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

### 5. Disclaimer

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 6. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

### 7. Amendment

- a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum

embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**8. Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

**9. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**10. Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

**11. Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

**12. Replaces and Supersedes Previous Business Associate Addendums or Agreements**

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

**Appendix F**  
**Invoice**

CMS# 7000

P-500 (5-10)

Community Awareness and Treatment Services, Incorporated  
July 1, 2010



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Control Number

\_\_\_\_\_

Contractor: Community Awareness & Treatment Services

Address: 1446 Market St., San Francisco, CA 94102

Tel. No.: (415)241-1199

Fax No.: (415)553-3939

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M01 JL 0

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: GENERAL FUND

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number: \_\_\_\_\_

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-6 Post Hospital Placement</b>												
60/ 40 - 49 Life Support-Board & Care	1,643	95			-	-	0%	0%	1,643	95	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 12,359.00	\$ -	\$ -	0.00%	\$ 12,359.00
Fringe Benefits	\$ 3,831.00	\$ -	\$ -	0.00%	\$ 3,831.00
<b>Total Personnel Expenses</b>	<b>\$ 16,190.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 16,190.00</b>
Operating Expenses:					
Occupancy	\$ 6,562.00	\$ -	\$ -	0.00%	\$ 6,562.00
Materials and Supplies	\$ 304.00	\$ -	\$ -	0.00%	\$ 304.00
General Operating	\$ 919.00	\$ -	\$ -	0.00%	\$ 919.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 1,664.00	\$ -	\$ -	0.00%	\$ 1,664.00
Other: Equipment Maintenance	\$ 205.00	\$ -	\$ -	0.00%	\$ 205.00
Audit & Accounting	\$ 300.00	\$ -	\$ -	0.00%	\$ 300.00
Client Related Costs	\$ 1,055.00	\$ -	\$ -	0.00%	\$ 1,055.00
Food & Food Prep	\$ 4,278.00	\$ -	\$ -	0.00%	\$ 4,278.00
<b>Total Operating Expenses</b>	<b>\$ 15,287.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 15,287.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 31,477.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 31,477.00</b>
Indirect Expenses	\$ 3,621.00	\$ -	\$ -	0.00%	\$ 3,621.00
<b>TOTAL EXPENSES</b>	<b>\$ 35,098.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 35,098.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to: DPH Fiscal Invoice Processing  
1380 Howard St 4th Floor  
San Francisco CA 94103-2614

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: Community Awareness & Treatment Services

Address: 1446 Market St., San Francisco, CA 94102

Tel No.: (415) 241-1199

Fax No.: (415) 553-3939

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: S01 JL 0

Ct. Blanket No.: BPHM

Ct. PO No.: POHM

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

\*Unduplicated Counts for AIDS Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (Mtr Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B - 3 MAP (Mobile Assistance Patrol)												
Sec Prev-19 SA-Sec Prev Outreach	26,282				\$ 26.76	\$ -	0.000		0.00%		26,282.000	
Sec Prev-18 SA-Sec Prev Early Intervention	1,095				\$ 71.37	\$ -	0.000		0.00%		1,095.000	
B-4 GGS (Golden Gate for Seniors) RU# 00202												
Res - 51 SA-Res Recov Long Term	5,913				\$ 44.29	\$ -	0.000		0.00%		5,913.000	
B - 5 A Woman's Place RU# 97027												
Res - 51 SA-Res Recov Long Term	2,627				\$ 84.76	\$ -	0.000		0.00%		2,627.000	
<b>TOTAL</b>	<b>35,917</b>		<b>0.000</b>				<b>0.000</b>		<b>0.00%</b>		<b>35,917.000</b>	

\$ 703,306.32  
78,150.15 \$ 781,456.47  
261,886.77 \$ 261,886.77  
222,638.25 \$ 222,638.25  
\$ 1,265,981.49

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 CONTRACT JR  
COST REIMBURSEMENT INVOICE

Appendix F  
PAGE A

Control Number

Contractor: Community Awareness & Treatment Services

Address: 1446 Market St., San Francisco, CA 94102

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: S07 JL 0

Ct. Blanket No.: BPHM

User Cd

Ct. PO No.: POHM

Fund Source: GENERAL FUND

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Homeless Outreach Team												
SecPrev-19 SA-Sec Prev Outreach	12						0%		12		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 1,561,815.00	\$ -	\$ -	0.00%	\$ 1,561,815.00
Fringe Benefits	\$ 468,545.00	\$ -	\$ -	0.00%	\$ 468,545.00
<b>Total Personnel Expenses</b>	<b>\$ 2,030,360.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 2,030,360.00</b>
Operating Expenses:					
Occupancy	\$ 9,000.00	\$ -	\$ -	0.00%	\$ 9,000.00
Materials and Supplies	\$ 36,000.00	\$ -	\$ -	0.00%	\$ 36,000.00
General Operating	\$ 56,573.00	\$ -	\$ -	0.00%	\$ 56,573.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Equipment Maintenance	\$ 6,000.00	\$ -	\$ -	0.00%	\$ 6,000.00
Audit & Accounting	\$ 7,500.00	\$ -	\$ -	0.00%	\$ 7,500.00
Client Related Costs	\$ 60,000.00	\$ -	\$ -	0.00%	\$ 60,000.00
Parking	\$ 21,000.00	\$ -	\$ -	0.00%	\$ 21,000.00
Small Equipment	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 206,073.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 206,073.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 2,236,433.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 2,236,433.00</b>
<b>Indirect Expenses</b>	<b>\$ 268,373.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 268,373.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 2,504,806.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 2,504,806.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to: DPH Fiscal Invoice Processing  
1380 Howard St 4th Floor  
San Francisco CA 94103-2614

DPH Authorization for Payment

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

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Control Number

Contractor: Community Awareness & Treatment Services

Address: 1446 Market St., San Francisco, CA 94102

Tel. No.: (415) 241-1199  
Fax No.: (415) 553-3939

Contract Term: 07/01/2010 - 06/30/2011

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: S09 JL 0

Cl. Blanket No.: BPHM

User Cd

Cl. PO No.: POHM

Fund Source: GENERAL FUND

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Medical Respite</b>												
SecPrev-19 SA-Sec Prev Outreach	12						0%		12		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 664,878.00	\$ -	\$ -	0.00%	\$ 664,878.00
Fringe Benefits	\$ 199,464.00	\$ -	\$ -	0.00%	\$ 199,464.00
<b>Total Personnel Expenses</b>	<b>\$ 864,342.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 864,342.00</b>
Operating Expenses:					
Occupancy	\$ 395,000.00	\$ -	\$ -	0.00%	\$ 395,000.00
Materials and Supplies	\$ 6,000.00	\$ -	\$ -	0.00%	\$ 6,000.00
General Operating	\$ 33,348.00	\$ -	\$ -	0.00%	\$ 33,348.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Equipment Maintenance	\$ 1,800.00	\$ -	\$ -	0.00%	\$ 1,800.00
Audit & Accounting	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Client Related Costs	\$ 8,500.00	\$ -	\$ -	0.00%	\$ 8,500.00
Food & Food Prep	\$ 40,000.00	\$ -	\$ -	0.00%	\$ 40,000.00
<b>Total Operating Expenses</b>	<b>\$ 489,648.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 489,648.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,353,990.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,353,990.00</b>
<b>Indirect Expenses</b>	<b>\$ 139,240.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 139,240.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 1,493,230.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,493,230.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to: DPH Fiscal Invoice Processing  
1380 Howard St 4th Floor  
San Francisco CA 94103-2614

DPH Authorization for Payment

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

\_\_\_\_\_  
Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Control Number

\_\_\_\_\_

Contractor: Community Awareness & Treatment Services

Address: 1446 Market St., San Francisco, CA 94102

Tel. No.: (415)241-1199

Fax No.: (415)553-3939

Fund Term: 07/01/2010 - 02/28/2011

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: Grants - HCHPHIVSVGR

Invoice Period: July 2010

Final Invoice: \_\_\_\_\_ (Check if Yes)

ACE Control Number: \_\_\_\_\_

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-7a AWP: HIV MH Residential (RWPA, CFDA 93.914)</b>												
Grant Code: HCPD13 &	1,312				-		0%		1,312		100%	
Grant Detail: 10-09/ 10-01												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 76,819.00	\$ -	\$ -	0.00%	\$ 76,819.00
Fringe Benefits	\$ 21,125.00	\$ -	\$ -	0.00%	\$ 21,125.00
<b>Total Personnel Expenses</b>	<b>\$ 97,944.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 97,944.00</b>
Operating Expenses:					
Occupancy	\$ 12,004.00	\$ -	\$ -	0.00%	\$ 12,004.00
Materials and Supplies	\$ 395.00	\$ -	\$ -	0.00%	\$ 395.00
General Operating	\$ 2,166.00	\$ -	\$ -	0.00%	\$ 2,166.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 4,368.00	\$ -	\$ -	0.00%	\$ 4,368.00
Other: Client Related Costs	\$ 1,667.00	\$ -	\$ -	0.00%	\$ 1,667.00
Food & Food Prep	\$ 4,662.00	\$ -	\$ -	0.00%	\$ 4,662.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 25,262.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 25,262.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 123,206.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 123,206.00</b>
Indirect Expenses	\$ 10,321.00	\$ -	\$ -	0.00%	\$ 10,321.00
<b>TOTAL EXPENSES</b>	<b>\$ 133,527.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 133,527.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to: DPH Fiscal Invoice Processing  
1380 Howard St 4th Floor  
San Francisco CA 94103-2614

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](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](mailto: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](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](mailto: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

### 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.



## Appendix I

### 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 providers outside the DPH Safety Net or (2) from a substance abuse program.**

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2010

PRODUCER (415)898-1600 FAX: (415)898-3922  
 Anixter & Oser, Inc.  
 License OE28888  
 205 San Marin Drive  
 Novato CA 94945-1227

INSURED  
 Community Awareness & Treatment Service, Inc.,  
 1171 Mission St  
 San Francisco CA 94103-1519

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Nonprofits Insurance Alliance	
INSURER B	State Compensation Ins. Fund	
INSURER C	Travelers Casualty & Surety	19038
INSURER D		
INSURER E		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Social Service <input type="checkbox"/> Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2010 01320NPO	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2010 01320NPO	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS /UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ 10,000 <input checked="" type="checkbox"/> RETENTION	2010 01320 UMB	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	488 291 2010	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS   <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER FIDELITY	104958146	7/1/2010	7/1/2011	Employee Dishonesty \$820,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES /EXCLUSIONS ADDED BY ENDORSEMENT /SPECIAL PROVISIONS  
 Certificate Holder is named as additional insured per form CG 2026. \*Exception is 10 day notice of cancellation for non-payment of premiums. City & County of San Francisco is named loss payee as respects the Travelers Fidelity policy.

## CERTIFICATE HOLDER

Dept. of Public Health, CSAS  
 City & County of San Francisco  
 Attn: Lourdes  
 1380 Howard St. 4th Flr.  
 San Francisco, CA 94103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE

**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)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

*City and County of San Francisco, its officers, agents, employees and volunteers*

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 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

This Insurance shall be primary and not contributing with any other insurance in effective for the additional insured, but only to the extent of liability resulting from occurrences arising out of negligence of *the named insured* and/or its wholly owned subsidiaries. This insurance shall not be canceled before the expiration date without giving the additional insured named above 30 days notice of cancellation except for 10 day notice of cancellation for non-payment of premiums.



2010 0132ONPO Community Awareness & Treatment Service

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

CITY & COUNTY OF SAN FRANCISCO, its officers, agents, employees, volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-09-2010

GROUP: 000488  
 POLICY NUMBER: 0000291-2010  
 CERTIFICATE ID: 48  
 CERTIFICATE EXPIRES: 04-01-2011  
 04-01-2010/04-01-2011  
 THIS CERTIFICATE SUPERSEDES AND CORRECTS  
 CERTIFICATE # 39 DATED 04-01-2010

DEPARTMENT OF PUBLIC HEALTH, CSAS NA  
 CITY & COUNTY OF SAN FRANCISCO  
 1380 HOWARD ST FL 4  
 SAN FRANCISCO CA 94103-2651

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 04-01-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2010-08-09 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
 DEPARTMENT OF PUBLIC HEALTH, CSAS

EMPLOYER

COMMUNITY AWARENESS & TREATMENT SVC. INC. (A  
 NON-PROFIT CORP)  
 1171 MISSION ST 2ND FL  
 SAN FRANCISCO CA 94103

[B10,NC]