

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2015 in San Francisco, California, by and between **Comununity Awareness and Treatment Services** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, the Department of Public Health, Community Behavioral Health Services ("Department") wishes to provide mental health and substance abuse services; and,

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

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

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

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2010, Contract Number BPHM11000036, DPHM11000274 between Contractor and City as amended by the 1st Amendment, Contract Numbers BPHM11000036, DPHM13000157 and this Second Amendment.

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

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

a. Section 2 of the Agreement currently reads as follows:

2. Term of the Agreement.

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

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

2. Term of the Agreement.

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to December 31, 2017.

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

5. Compensation.

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty Five Million Six Hundred Ninety Nine Thousand, One Hundred Seventy Five Dollars (\$35,699,175)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

5. Compensation.

Compensation shall be made in monthly payments on or before the 30th day of each month for works set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Forty Two Million One Hundred Fifty Three Thousand Three Hundred Seventy Six Dollars (\$42,153,376)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

8. Submitting False Claims; Monetary Penalties.

1. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a

false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

d. **Section 9 is hereby amended in its entirety to read as follows:**

9. Disallowance.

a. **Refund.** 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.

b. **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix B.

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

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

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

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that

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

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

15. Insurance

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

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 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 the Services.

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

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

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

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

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

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. Reserved

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

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

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. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City.

h. Section 20 is hereby amended in its entirety to read as follows:

20. Default; Remedies.

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

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

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| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy, |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | And, item 1 of Appendix D attached to this Agreement |

63. Protected Health Information

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.

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

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

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other

location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

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

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 Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") 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 CMD 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 CMD 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 CMD or the Controller upon request.

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

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 CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (formerly '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.

I. **Section 42 is hereby amended in its entirety to read as follows:**

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 a board 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.

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

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 Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

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

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

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

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

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

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

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

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

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

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 Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

49. Administrative Remedy for Agreement Interpretation.

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

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

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

55. Supervision of Minors

In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors. In the event of a conflict between this section and Section 32, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

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

Section 58. "Reserved. (Sugar-Sweetened Beverage Prohibition)".

r. **Section 59 is hereby amended in its entirety to read as follows:**

59. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San 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.

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

60. Reserved. (Slavery era disclosure)

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

63. Protected Health Information

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

u. **Section 64 is hereby added to the Agreement and reads as follows:**

64. Additional Terms

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

v. **Appendix A dated 07/01/14 (i.e. July 1, 2014) is hereby replaced in its entirety with Appendix A dated 07/01/15 (i.e. July 1, 2015).**

w. **Appendices A-1, A-3, A-4, A-5 and A-6 dated 07/01/15 (i.e. July 1, 2015) are hereby added for 2015-16. As a result of a competitive solicitation, Appendix A-2, San Francisco Homeless Outreach Team was transitioned to another provider.**

x. **Appendix B dated 07/01/14 (i.e. July 1, 2014) is hereby replaced in its entirety with Appendix B dated 07/01/15 (i.e. July 1, 2015).**

- y. **Appendices B-1 to B-7 dated 07/01/14 (i.e. July 1, 2014) are hereby added for 2015-16.**
- z. **Appendix D, Additional Terms to the Original Agreement dated 07/01/10 (i.e. July 1, 2010 is hereby deleted in its entirety and replaced with Appendix D dated 07/01/15 (i.e. July 1, 2015).**
- aa. **Appendix E, Business Associate Addendum to the Original Agreement dated 07/01/10 (i.e. July 1, 2010 is hereby deleted in its entirety and replaced with Appendix E dated 05/19/15 (i.e. May 19, 2015).**

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

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

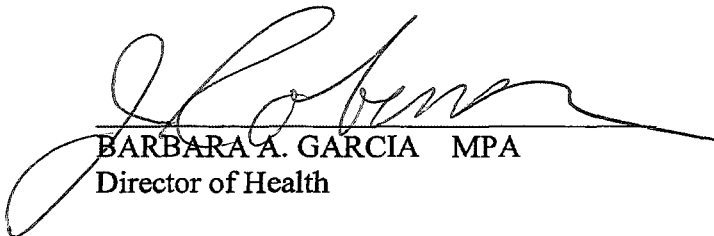
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.


CITY

CONTRACTOR

Recommended by:

Community Awareness and Treatment Services

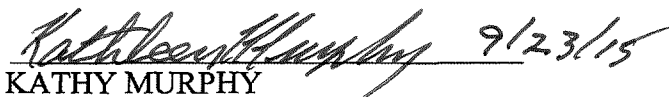

BARBARA A. GARCIA MPA
Director of Health


JANET GOY
EXECUTIVE DIRECTOR
1171 MISSION STREET
SAN FRANCISCO, CA 94103

Approved as to Form:

City vendor number: 04848

DENNIS J.HERRERA
City Attorney

By:  9/23/15
KATHY MURPHY
Deputy City Attorney

Approved:

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

Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.

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

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

G. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

H. Acknowledgment of Funding:

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

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 Medical Respite

Appendix A-2: Homeless Outreach Team (HOT)

As a result of a competitive solicitation, Appendix A-2, San Francisco Homeless Outreach Team (HOT) was transitioned to another provider.

Appendix A-3 Golden Gate for Seniors

Appendix A-4 Woman's Place (SA)

Appendix A-5 Woman's Place (Drop In)

Appendix A-6 Woman's Place-MH

1. Identifiers

Program:

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

Contractor:

Community Awareness & Treatment Services, Inc.
1171 Mission St., 2nd Fl.
San Francisco, CA 94103
Person Completing this Narrative: Janet Goy, ED
Telephone: 415-241-1194
Email:ed@catsinc.org

2. Nature of Document

New Renewal Amendment Two

3. Goal Statement

The San Francisco Medical Respite & Sobering Center program with approximately 50 total beds (39 respite beds co-located with a 11 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, 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. Client intakes and the tracking of UDC is the responsibility of DPH staff. This is a cost reimbursement contract and the UOS is based upon the number of staff hours of Program Support.

Unit of Service Description	Units of Service (UOS)	Number of Clients (NOC)
<u>Program Support Staff Hours:</u> 1 UOS = 1 hour of staff program support services to clean, provide meals and/or transport clients to health care or social service appointments. 18.92 FTE x 40 hrs/wk x 46 weeks/year x 90% =	31,331	50
<u>Start-up Medical Respite Expansion:</u> rent for May and June, plus rent deposit & utilities, including three months of insurance expenses.	1	N/A
Total UOS	31,332	
Maximum NOC at any time in the program		50

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. Cleaning of facility.

CATS program staff will work with the Medical Respite clinical staff to better coordinate transportation services for program clients to attend necessary medical or social service

appointments. The most vulnerable clients will be prioritized for the program's van transportation.

7. Objectives and Measurements

A. Required Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled **BHS AOA Performance Objectives FY15-16**.

8. Continuous Quality Assurance and Improvement:

During FY 15/16, 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.

By November 30, 2015, a schedule of quarterly meetings between DPH Medical Respite Administrative Staff and CATS administrative staff to monitor & address program issues/accomplishments will be established. Meetings to be attended by DPH Medical Program Director, CATS Medical Program Director, CATS Executive Director, CATS Director of Finance and other relevant staff as deemed appropriate.

The CATS SF Medical Respite Support Services Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY13-14 Declaration of Compliance.

The quality of the program will be monitored by the CATS Medical Respite 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 CATS Medical Respite 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.

Evidence of CQI activities related to A - D is maintained in CATS Medical Respite/Sobering Center Administrative Binder:

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a description of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction.

The Administrative Binder is available for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, or outcome reports.

1. Program Information

Golden Gate for Seniors
637 South Van Ness Avenue
San Francisco, CA 94110
Telephone: 415-626-7553
Fax: 415-626-9198
Program Code: 00202

2. Nature of Document

New Renewal Amendment Two

3. Goal Statement

To empower homeless older adults to achieve independence through treatment of substance use disorders and close coordination with mental health treatment, supportive housing, self-help groups and primary care.

4. Target Population

Golden Gate for Seniors serves homeless older adults and elders suffering from substance abuse disorders with multiple co-occurring disorders. GGS targets underserved San Franciscans (often from the Tenderloin and/or Mission neighborhoods) of all ethnicities, focusing on African American and Latino individuals. GGS includes gender-informed services to all genders and LGBT clients.

Clients generally have fixed or no income and in most cases have co-occurring mental health disorders, serious health conditions, and/or criminal justice mandates. All clients are aged 55 and older.

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>
1 UOS = one 24 –hour Bed Day 18 CBHS funded beds x 365 days x 90% occupancy	5,913	18	
Total UOS Delivered	5,913		36
Total UDC Served		N/A	36

6. Methodology:

A. Outreach, Recruitment, Promotion and Advertisement

The majority of clients are self-referred to GGS. Clients are also frequently referred by TAP, detoxification programs, social services providers, local hospitals, senior service providers, veteran’s services and criminal justice programs. GGS maintains productive working relationships with community partners who serve clients in our target population.

Upon initial contact GGS arranges a screening appointment and assesses the client appropriateness of placement at GGS. If a treatment slot is available, the client is immediately placed into treatment, if not the client is placed on the waiting list. Weekly on-site AA/NA meetings held at the program attended by outside members of the target population enable prospective seniors to engage with the program prior to admission.

B. Admission, Enrollment/Intake Criteria

GGS strives to provide an environment unlike that of mixed-age SUD treatment facilities, which is developmentally appropriate for older adults. GGS targets individuals who may be grandparents, may have retired from work, may be physically frail, and may be suffering from declining neurological capacity. By targeting individuals who are less likely to tolerate treatment designed for

younger adults we create a treatment milieu which is supportive to the special needs of elders.

In order to be admitted to Golden Gate for Seniors for Substance Abuse Treatment, clients must meet the following criteria:

- 1- Age 55 or older
- 2- Able to walk safely up and down two flights of stairs
- 3- Willing and able to participate in a treatment plan including group therapy and one-on-one sessions with a Counselor
- 4- Willing to address psychiatric or medical barriers to treatment
- 5- Not previously admitted to GGS within the last 90 days
- 6- Able to attend an assessment appointment unintoxicated
- 7- Abstinent from drugs or alcohol for 72-hours prior to admission (referrals to detoxification facilities will be provided if needed)
- 8- Willing to address all forms of substance abuse, including alcohol abuse, illicit drug abuse, prescription medication abuse, gambling or sex abuse, and abuse of other substances

Please note: GGS welcomes clients of any gender, ethnicity, race or sexual orientation.

If a client is assessed as inappropriate for admission, the client will be provided referrals to other facilities and be encouraged to pursue them. The reason the client is not being admitted will be explained to the client and to any members of the client's care team coordinating the referral. Further, the possibility of future eligibility will be discussed with the client and other care providers.

All admissions may be subject to behavioral contracts based on provider assessment.

- 1- When GGS has no availability, clients will be placed on a waiting list
- 2- An individual's placement on the waiting list is generally relative to the day they applied for admission; however, GGS staff may prioritize some admissions for clinical reasons
- 3- Clients whose wait is anticipated to be greater than 14 days will be informed of the expected wait and provided referrals to other facilities. Clients will be informed that initiating care at another facility does not automatically affect their status on the GGS waitlist
- 4- Clients on the waitlist will be reassessed in person or over the phone every 30 days that they are on the waitlist

- 5- Detailed notes of all communications with clients on the wait list and their care providers will be attached to the waitlist assessment form
- 6- The waitlist will be reviewed at the weekly staff meeting, and the waitlist and associated notes will be available to all staff members.

C. Service Delivery Model

Golden Gate for Seniors is an 18-bed (14 men and 4 women) residential recovery-model treatment facility. GGS uses evidence-based practices within a harm-reduction framework, and provides a drug-free environment. 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.

Golden Gate for Seniors is both certified as an Alcohol and Drug Treatment Program and licensed as a Residential Treatment Facility by the State of California Department of Health Care Services (DHCS). The primary program goal is to provide treatment services that promote satisfying, fulfilling lives free of substance abuse and addiction for residents.

GGS provides a variable treatment stay from 3 to 12 months with a focus on meeting specific clients needs. The program operates on a 24-hour basis, seven days a week. 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
- Mindfulness and meditation
- Health maintenance planning
- Obtaining or increasing income (employment or retirement)
- Initiation and/or maintenance of contact with family or significant others
- Aftercare support group weekly

- Individual counseling sessions
- Exit and Aftercare planning

If clients do not come with a primary care provider they are linked to a DPH primary care provider 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.

AILY SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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	Group: Process/ Review	Group: Life Skills	Group: Positive Self Image	Group: Relapse Prevention	Group: Trauma and Loss	Outside Activities	Outside Activities
10 am	Individual Sessions	Individual Sessions	Individual Sessions	Individual Sessions	Individual Sessions		
11 am	Group: Setting Goals	Group: Relationships	Group: Pathways to Discovery	Group: Anger Management	Group: Mindfulness and Meditation		
12 pm	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Brunch
1:30	Group: Community Resources/ Housing Issues	AA Meeting	Group: Healthy Communication and Compassion	Women's Group: Seeking Safety	Men's Process Group	Outside Activities	Outside Activities

Contractor: Community Awareness & Treatment Services, Inc. (CATS)
 Program: Golden Gate for Seniors (GGS)
 FY15-16
 CMS# 7000

Appendix A-3
 Term: 7/1/15-6/30/16

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	Community Living Process Group	Group: Coping Skills	Group: Recovery Topics	Individual Sessions	Group: Creating Balance	Recreation	Recreation
7:30	Individual Sessions	Individual Sessions	Individual Sessions	AA Meeting (H&I)	Individual Sessions	Recreation	Recreation
10pm	Curfew	Curfew	Curfew	Curfew	Curfew	Curfew	Curfew
11pm	Lights Out	Lights Out	Lights Out	Lights Out	Lights Out	Lights Out	Lights Out

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 client's 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." Generally, if clients relapse during their treatment they are transferred to detoxification services and immediately readmitted to GGS. In the case of multiple relapses persistent/severe rule violation clients may be discharged and considered for readmission in 30 – 90 days.

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. A longer treatment stay focuses upon providing relapse prone clients a comprehensive relapse prevention program.

E. Staffing Pattern

The Program employs a Program Director, 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 Director along with the Counseling Staff. A House Manager resides at GGS providing staff presence on Saturdays and Sunday, as well as overnight emergency services.

7. Objectives and Measurements

A. Required Objectives

CATS agrees to make its best effort to meet the applicable required CBHS FY 15/16 Performance Objectives.

8. Continuous Quality Assurance and Improvement

During FY15/16 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 Director 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.

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
- 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 Health Care Services (DHCS) and be in compliance with its certification standards

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.

Evidence of CQI activities related to A - D is maintained in GGS's Administrative Binder:

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a description of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction.

The Administrative Binder is available for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, or outcome reports.

Contractor: Community Awareness & Treatment
Services, Inc. (CATS)
Program: A Woman's Place
FY 15/16
CMS# 7000

Appendix A-4
Contract Term: 7/1/15 through 6/30/16
Funding Source: General Fund

1. Identifiers

Program

A Woman's Place (AWP)
1049 Howard St.
San Francisco CA 94103
(415) 487-2140
Fax (415) 487-2412
Program Codes: 97027

Contractor

Community Awareness & Treatment Services, Inc.
1171 Mission St., 2nd Fl.
San Francisco, CA 94103
Persons Completing this Narrative: Janet Goy, ED & Felicia Houston, Prog. Dir.
Telephone: 415-241-1194 and 415-420-1420
Email: ed@catsinc.org and felicia@awpcats.org

2. Nature of Document

New Renewal Amendment Two

3. Goal Statement:

By design A Woman's Place overnight service is to provide 30-120 day supportive living accommodations to homeless women who may have co-occurring substance abuse and mental health issues and who are accessing outpatient mental health services at AWP Behavioral Mental Health program.

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 Service Residential 51

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)
1 UOS = 1 Bed Day			36
8 beds X 365 days/yr X 90% Occupancy	2,628		

6. Methodology

A. Outreach, Recruitment, Promotion, and Advertisement:

See Appendix 6: A Woman's Place Behavioral Mental Health

B. Admission

AWP does not utilize a rigid admission policy, but does require that the client has not used alcohol &/or other drugs 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:

Refer to Appendix A-6

D. Progression/ Exit Criteria

Refer to Appendix A-6

E. Program Staffing

Refer to
 Appendix A-4

7. Objectives and Measurements

BHS FY15/16 Performance Objectives do not apply to this program. Clients' clinical treatment & outcomes will be followed in other AWP programs.

8. Continuous Quality Assurance and Improvement

The 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
- 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 has participated 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.

During FY 13/14 AWP 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 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.

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a descriptions of internal audits,

Contractor: Community Awareness & Treatment
Services, Inc. (CATS)
Program: A Woman's Place
FY 15/16
CMS# 7000

Appendix A-4
Contract Term: 7/1/15 through 6/30/16
Funding Source: General Fund

- C. Cultural competency of staff and services,
- D. Client satisfaction.

Evidence of CQI activities related to A-D above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract -Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these -Items, or outcome reports.

Contractor: Community Awareness & Treatment Services
Program: A Woman's Place Drop-In Center
City Fiscal Year: 2015-16
CMS# 7000

Appendix A-5

Contract Term: 7/1/15 through 06/30/2016

1. Identifiers

Program:

A Woman's Place Drop-In Center

Program Address 211-13th Street, San Francisco, CA 94103

Telephone: (415) 293-7360

Facsimile: (415) 487-2142

Program Code: 88207

Contractor:

Community Awareness & Treatment Services, Inc.

1171 Mission St., 2nd Fl.

San Francisco, CA 94103

Persons Completing this Narrative: Janet Goy, ED & Felicia Houston, Program Director

Telephone: 415-241-1194 and 415-420-1420

Email: ed@catsinc.org and felicia@awpcats.org

2. Nature of Document (check one)

New

Renewal

Amendment Two

3. Goal Statement

The goal of A Woman's Place Drop-In Center is to provide trauma-informed, gender-responsive care to women in the form of low-threshold drop-in services targeted to the complex needs of multiply diagnosed homeless women, with close linkages to primary care, case management, residential substance abuse and HIV transitional housing and care.

4. Target Population

AWP Drop-In Center targets women, transgender females and families i.e.: single mothers, & mothers accompanied by a male partner must have a dependent child in custody. For all adult clients the age criteria is 18 to 65+ and it includes those who abuse substances, suffer from mental illness and who are homeless and often victims of violence in and around the Tenderloin. During each contract year, AWP Drop-In will provide drop-in services to 200 unduplicated women per year or 35 at any point in time.

5. Modality(ies)/Interventions

Mode 18: Drop In Support Services, 24 hour day

Mode -18: Outreach & Intervention, hours

Mode 68: Case Management, hours

Unit of Service (UOS)	UOS	Number of Clients (NOC)	Unduplicated Client (UDC)
<p>Drop-In Support Service, 24 hour day (Mode 18)</p> <p>1 UOS= 1 hour of Drop-in support services provided to a client in a 24 hour day by a peer advocate or other staff during an encounter.</p> <p>UOS: Approx 5.4 FTE x 35.5hrs/wk x 52 wks/yr= 9,968 NOC: 35 clients/day x 365 days = 12,775 Projected number of UDC = 200</p>	9,968	12,775	200
<p>Outreach & Intervention , Hours (Mode 18)</p> <p>1 UOS = One hour of outreach & prevention services to individuals which may include screening & referrals, tracked by at minimum 5 minute increments.</p> <p>UOS: .6 FTE x 10 hours/wk x 48 wks/yr = 288 NOC: 35 UDC x Approx. 4 visits/year = 140 Projected number of UDC = 35</p>	288	140	35
<p>Case Management, Hours (Mode 68)</p> <p>1 UOS = One hour of individual case management services which may include assessments, referrals, linkages, counseling &/or client advocacy, tracked in a minimum of 5 minute increments.</p> <p>UOS: .6 FTE x 10 hrs/week x 22 wks/yr= 132 NOC: 7 UDC x Approx. 3.85 visits/year = 27 Projected number of UDC = 7</p>	132	27	7
Total	10,388	12,942	200

6. Methodology

Please refer to Appendix 6 - Behavioral Mental Health as well as, below .

A. Outreach, Recruitment, Promotion, and Advertisement:

The Mental Health Rehabilitation Specialist (MHRS), 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 MHRS'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 MHRS 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.

B. Admission, Enrollment and/or Intake Criteria and Process

By design, the Drop-In Program is intended to be a non-threatening entry point for hard to-engage women, one that offers much support with few demands, and just as importantly, offers safe and secure respite. Therefore, the only criteria is that she is homeless and age 18 or over.

C. Service Delivery Model

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 Drop-In program dedicates 40 chairs for women wanting to access 24 hour drop-in services. As such our AWP Drop-In program provides stabilization, support services and linkage to supportive housing 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 Drop-In 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 Drop In Services case managers will assess each client who is willing to engage with Case Management beyond a basic needs assessment by 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 DI is co-located within the same facility as the outpatient AWP Behavioral Mental Health program (not funded in this Appendix)) which affords client seamless access to mental health assessment & co-occurring counseling &/or case management services. If AWP DI clients are willing to accept the outpatient mental health services, the AWP DI case manager arranges for a transition of care to the AWP Behavioral Mental Health case manager

AWP Drop-In counselors refer clients who wish to address their substance use disorder to our Substance Abuse Prevention program, conveniently housed at AWP's 1049 Howard St. location, or to another appropriate program. Clients who meet the requirements of AWP Residential HIV Services (not funded in this Appendix) are referred to that program. Otherwise they can access services through AWP Shelter Case Management program (not funded in this Appendix) provided there is space available. AWP Drop-In 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.

Immediate Needs: Each woman entering AWP Drop-In 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, AWP crisis bed, AWP housing bed, or another agency's service?').

Engagement: The first level of engagement AWP Drop-In offers is safe environment, one that is preferable to being on the streets. Women who arrive at *AWP Drop-In* with children will be prioritized for quick placement in a family-focused program with on-site children's services. During their stay at AWP Drop-In, families will be supported in a separate room designed for child safety and minimal contact with single adult clients. Women will receive support for their immediate needs; and as trust builds, they will be encouraged to return for continued support. Counseling staff remain attentive and engaged at all times, and are extensively trained in de-escalation and quickly intervene at the first signs of conflict.

Retention: First and foremost, the clients' most fundamental needs for safety, nourishment, and care will be met. Clients will be served snack/light meals three times per day. Laundry and shower facilities will be made available on a daily basis. The program will strive to build strong community support among clients, former clients and staff, with a "support your sister" philosophy. Community building will be fostered via recreational activities focused to bring women off the street and indoors, such as games, movies night, story telling activities, and therapeutic art projects. Clients will be able to talk with counseling staff and access an array of resources including primary care, psychiatric evaluation, individual and group therapy, meditation and yoga activities, and "Morning Cup of Coffee" activities.

Secondly, the program is designed to engage women in more extensive care beyond drop-in support. Counseling staff are trained to identify stages of change and apply techniques appropriate to each stage, specializing in early intervention and prevention, when the opportunity is present. Case Managers are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensations, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

When ready, clients can be transitioned to *AWP's 1049 Howard Street* in-house continuum of care (not funded in this Appendix): Shelter Case Management beds up to 120 day stay, 18-month transitional housing and 18 month HIV+/AIDS program or a 12-step Primary Substance Abuse program. This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to Drop-In services clients. Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

D. Exit Criteria and Process

There are three ways a client will leave AWP Drop-In: Placement, Denial of Services, or Voluntary discharge.

Placement: Clients may stay at AWP Drop-In until they receive a suitable immediate placement. Placements will first be made to other AWP programs (Shelter, Transitional Housing, or Substance Abuse Care (not funded in this Appendix). If AWP programs do not have availability in a suitable program AWP Drop-In Case Managers will place clients in shelter through the CHANGES system, family shelter through Compass Point, substance abuse care through TAP, or other appropriate external placement as assessed by the Case Manager. If an appropriate placement can not be found, clients may sit in the AWP Drop-In center overnight.

Denial of Services: A Woman's Place Drop-In Center strives to prevent involuntary client discharge, which is critical to retention. At *AWP1049 Howard St.* we have extensive experience with individuals with severe behavioral health issues. We are able to accommodate and mediate a variety of behaviors that can result in discharges at other facilities. We use creative strategies to make accommodations without compromising the safety of our other clients. In addition *AWP* employs a denial of service policy designed to maximize client access. *AWP* has never issued a denial of service greater than 90 days in duration; typically service denials are very short in duration and address immediate safety concerns. In the event that a client is denied services, AWP staff makes every effort to provide clients with information, resources and placement appropriate to their situation. Our staff draws from this extensive experience at AWP to similarly respond to the challenges of women at AWP Drop-In Center.

Voluntary Discharge: Of course, clients may choose to leave AWP Drop-In Center at any time. At the time of voluntary discharge every client will have access to information, resources and placement.

E. Program Staffing

The Program Director and Clinical Program Coordinator (formerly Program Coordinator) are responsible for the daily oversight of the facility. A Woman's Place Drop-In Center line staff consists of Shift Supervisors and Peer Counselors who engage with clients

assisting them in identifying needed services. A Case Manager is responsible for coordinating direct services. The MHRS is responsible for meeting with clients regularly in 1:1 counseling sessions and weekly group facilitation meetings. They also develop treatment plans in coordination with clients. The Clinical Program Coordinator is a licensed Mental Health professional who is responsible for all on site assessments of clients and diagnosis of mental health status to determine medical necessity. The Clinical Program Coordinator is also responsible for reviewing and signing off on all progress notes and treatment plans in AVATAR developed by the MHRS. The Safety Officer is responsible for securing the facility milieu & monitoring client interactions to ensure a conflict-free, safe environment.

7. Objectives and Measurements

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

8. Continuous Quality Assurance and Improvement

A standard Evaluation and Continuous Quality Improvement (CQI) process has been implemented at *AWP Drop-In Center* to ensure that client care is trauma-informed, gender-responsive, strength-based, cultural-competent and holistic. *AWP Drop-In Center* abides by the standards of care as described in "Making the Connection: Standards of Care for Client-Centered Services" and adheres to each the U.S. Health and Human Services Standards of CARE (SOC) for Case Management & Peer Advocacy.

The Program Director oversees all aspects of the CQI. The Clinical Program Coordinator monitors the collection and input of statistical data on a daily, weekly, and monthly basis, or more frequently as needed. This information is submitted in a monthly activity report and a quarterly performance report; the data will be entered through the Avatar system. The Executive Director reviews all reports and modifications are made as needed. These measures help track progress towards short- and long-term contract outcomes and objectives, allow implementation of timely mid-course improvement and modifications, and data is captured to cooperate with CQI activities identified by CBHS administration.

Internal audits conducted by the Program Director, Program Coordinator and Mental Health consultant at least quarterly ensure adherence to quality standards. City wide client satisfaction surveys are administered annually. Client feedback is also received through guest input forms and community meetings and areas of concern are addressed.

In order to fully comply with the Standards of Care, which includes adequate facility maintenance and provision of services in a safe and dignified environment, AWP DI has hired a 20 hr./wk janitor to clean and maintain the facility.

Transportation tokens are now available for transportation of clients from AWP Drop-In to shelter particularly AWP. The Policies and Procedures manual is being revised to reflect the disbursement of tokens including client eligibility, logs, signatures and security including which staff disburse tokens, replenish reserves and monitor usage.

Evidence of CQI activities A – D:

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a description of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction

are maintained in the program's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, or outcome reports.

1. Identifiers

Program Name: A Woman's Place Behavioral Mental Health

A Woman's Place	Field Site
1049 Howard St	AWP Drop-In
San Francisco, CA 94103	211 – 13th Street
(415) 487-2140	San Francisco, CA 94103
FAX: (415) 487-2142	(415) 293-7360
	(415) 487-2142

Contractor Address:

**1171 Mission St., 2nd Fl.
San Francisco, CA 94103**

Persons Completing this Narrative: Janet Goy, ED and Felicia Houston, Program Director

Telephone: 415-241-1194 and 415-420-1420

Email: ed@catsinc.org and felicia@awpcats.org

1. Nature of Document (check one)

New Renewal Amendment Two

2. Goal Statement

The goal of A Woman's Place Behavioral Mental Health (AWP-MH) program is to provide trauma-informed, gender-responsive care to women in the form of low-threshold outpatient mental health services targeted to the complex needs of multiply diagnosed homeless women, with close linkages to primary care, case management, residential substance abuse and HIV transitional housing and care.

3. Target Population

(AWP-MH) targets women, transgender females and families (i.e. single mothers). AWP-MH will service clients 18 to 65+ who suffer from mental illness and who are homeless. Our clients are often victims of violence and reside in and around the Tenderloin.

4. Modality(ies)/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 (UOS)</i>	<i>Number of Clients (NOC)</i>	<i>Unduplicated Clients (UDC)</i>
<p>Outreach & Intervention , Hours (Mode 45)</p> <p>1 UOS = One hour of outreach & prevention services to individuals which may include screening & referrals, tracked by at single minute increments.</p> <p>UOS: 1.15 FTE x 15 hours/wk x 46 wks/yr = NOC: 150 UDC x Approx. 4 visits/year = Projected number of UDC =</p>	793	600	150
<p>Mode 15 Total UOS: Approx. 2.65 of FTE X 12 hrs/wk X 46 wks/yr X 60 minutes</p> <p>Mode 15 Total nos. of NOC: 100 UDC X 4.0 visits/year</p> <p>Mode 15 Total Nos. of UDC</p> <p>Behavioral Health Services, minutes (Mode 15) 1 UOS = One hour of Individual Mental Health Diagnosis and Assessment, Mental Health Documentation performed by a licensed Clinician and/or MHRS tracked in single minute increments.</p> <p>UOS: Based on approx. 68% of projected current FY number of UOS.</p> <p>NOC: Based on approx. 53% of previous FY's experience.</p> <p>UDC: Based on approx. 53% of previous FY's experience.</p> <p>1 UOS = One hour of individual Mental Health Case Management services which may include assessments, referrals, linkages, case management brokerage &/or client advocacy, tracked in single minute increments. UOS: 23% based on last year's experience in Mental</p>	87,858	400	100
	59,983	273	68

Health Case Management Brokerage			
UOS: Based on approx. 30% of this FY's projected Mode 15 UOS for Mental Health Case Management Brokerage	26,281		
NOC: 23% based on previous FY's experience.		120	
UDC: 23% based on previous FY's experience.			30
1 UOS = One hour of individual Mental Health Crisis Intervention/Stabilization services which may include risk assessment, de-escalation, referral to inpatient services, tracked in single minute increments.			
UOS Based upon approx. 1.8% of this FY's projected Mode 15 UOS for Mental Health Crisis/Intervention/Stabilization.	1,594		
NOC: Based upon 70% of previous FY's experience.		7	
UDC: Based upon 70% of previous FY's experience.			2
<i>Subtotal of all Mode 15 UOS:</i>	87,858		
<i>Subtotal of all Mode 15 NOC:</i>		400	
<i>Subtotal of all Mode 15 UDC:</i>			100
Total UOS Delivered:	88,651		
Total NOC:		1,000	
Total UDC:			150

5. Methodology

A. Outreach, Recruitment, Promotion, and Advertisement

AWP-MH conducts outreach at the 211 13th street drop-in facility. There, clients are offered a safe environment where their most fundamental needs for safety, nourishment, and care will be

met. As trust builds, women will be encouraged to return for continued support. Counseling staff remain attentive and engaged at all times, and are extensively trained in de-escalation and quickly intervene at the first signs of conflict. Clients who consent to outpatient mental health services at the 1049 Howard location are enrolled into the AWP Behavioral Mental Health program.

Engagement is encouraged through building strong community support among clients, former clients and staff, with a "support your sister" philosophy. Community building is fostered via recreational activities focused to bring women off the street and indoors, such as games, movies night, storytelling activities, and therapeutic art projects. Clients are able to talk with counseling staff and access an array of resources including primary care, psychiatric evaluation, individual and group therapy, meditation and yoga activities, and "Morning Cup of Coffee" activities.

Counseling staff members are trained to identify mental health issues and apply techniques appropriate to each stage of recovery, specializing in early intervention and prevention, when the opportunity is present. Mental Health Rehabilitation Specialists are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensation, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

B. Admission, Enrollment and/or Intake Criteria and Process Where Applicable

By design, the AWP-MH Program is a non-threatening entry point for hard-to-engage women, offering much support with few demands. Just as importantly, the AWP-MH program offers a safe and secure respite from the street. Therefore, AWP-MH will serve all women who are homeless and over age 18. There are two tiers of service within the AWP-MH program, and some clients may elect to receive (or transition into) more intensive services within the AWP residential facility (room, board & facility operation expenses not funded by this Appendix).

The AWP Residential Facility does not utilize a rigid admission policy, but may require that a client has not abused substances for 24-hours prior to admission. To this end we may require that a prospective client complete a detoxification program or stabilize in our emergency shelter during their admission process.

C. Service Delivery Model

AWP-MH uses evidence-based interventions that operate within the harm-reduction and recovery model frameworks. Clients receive assessment and diagnosis by a LMFT and individual and group therapy provided by a Mental Health Rehabilitation Specialist.

Each woman entering AWP-MH 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, AWP crisis bed, AWP housing bed, or another agency's service?') Mental Health Rehabilitation Specialists will assess each client who is willing to engage with care by using the ANSA and employing interventions as indicated. Common interventions will include assessment, treatment planning, individual and group therapy, motivational interviewing, skill-building, crisis intervention, case management, harm reduction education (including information on substance use with concomitant increases of at risk behavior such as unprotected sex, needle sharing, and transmission of the HIV virus), stabilization, support services and linkages to supportive housing.

AWP Mental Health Rehabilitation Specialists refer clients who wish to address their mental health issues and co-occurring substance use disorder to our other AWP-residential programs (not funded in this Appendix.) at 1049 Howard St., San Francisco, CA. These women are enrolled in overnight services with full day treatment ranging in length from 30 days to 120 days. The program uses a holistic, evidence-based recovery model which includes peer interaction groups, process groups, art therapy, acupuncture, meditation and mindfulness groups, yoga, anger management groups, educational/ life skills groups, and individual assessments and counseling. The program further incorporates tenants of steps 1-3 within the 12-step model.

D. Exit Criteria and Process

When ready, clients can be transitioned from AWP Drop-In site to AWP's 1049 Howard Street in-house continuum of care: This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to AWP-MH clients. Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

E. Program's Staffing:

See Appendix B-6

6. Objectives and Measurements

A. Performance/Outcome Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY15-16.

8. Continuous Quality Improvement

The Mandatory Process & Outcome Objectives of A Woman's Place Mental Health Program will be evaluated, monitored and tracked with the combined efforts of the Program Director, Clinical Program Coordinator and 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. All required reports will also be submitted in a timely manner to respected funding sources.

A Woman's Place 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

The program's clinical staff has participated 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.

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a descriptions of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction.

Evidence of CQI activities related to A-D above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these Items, or outcome reports.

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

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

2. Program Budgets and Final Invoice

A. Budget Summary

Appendix B-1 Medical Respite

Appendix B-2 San Francisco Homeless Outreach Team

As a result of a competitive solicitation, Appendix A-2, San Francisco Homeless Outreach (HOT) Team was transitioned to another provider.

Appendix B-3 Golden Gate for Seniors

Appendix B-4 Woman's Place (SA)

Appendix B-4a Woman's Place (Shelter)

Appendix B-5 Woman's Place (Drop In)

Appendix B-6 Woman's Place-MH

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Forty Two Million One Hundred Fifty Three Thousand Three Hundred Seventy Six Dollars (\$42,153,376)** for the period of **July 1, 2010 through December 31, 2017**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,147,686** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these

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

July 1, 2010 through June 30, 2011 (BPHM07000056)	\$5,633,021
July 1, 2011 through June 30, 2012	\$5,831,387
July 1, 2012 through June 30, 2013	\$6,414,815
July 1, 2013 through June 30, 2014	\$6,857,697
July 1, 2014 through June 30, 2015	\$4,469,813
July 1, 2015 through June 30, 2016	\$ 4,469,813
July 1, 2016 through June 30, 2017	\$4,952,950
July 1, 2107 through December 31, 2017	\$2,376,193
	<u>\$1,147,686</u>
Contingency	
Total July 1, 2010 through December 31, 2015	\$42,153,376

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

C. CONTRACTOR further understands that \$2,548,816 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM007000056 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 2010-2011.

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

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

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

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

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number: 01078		Prepared By/Phone #: Harry Beharry (415) 241-1195					Fiscal Year: 15-16	
Contractor Name: Community Awareness & Treatment Services, Inc.		Document Date: 7/1/15					Appendix B Page 4	
Contract CMS #: 7000								
Contract Appendix Number:	B-1	B-2	B-3	B-4	B-4a	B-5	B-6	
Appendix A/Program Name:	Medical Respite	SFHOT	Golden Gate for Seniors	A Woman's Place SA	A Woman's Place Shelter	A Woman's Place Drop-In	A Woman's Place MH	
Provider Number	383841	383841	380020	383841	383841	383820	38BK	
Program Code(s)	N/A	N/A	00202	97027	97027	88207	38BKOP	
FUNDING TERM:	7/1/15-6/30/16	7/1/15-12/31/15	7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16	TOTAL
FUNDING USES								
Salaries & Employee Benefits:	911,446	793,079	168,616	90,769	96,791	387,891	482,668	2,931,260
Operating Expenses:	669,082	147,507	163,952	18,843	4,437	106,303	87,156	1,197,280
Capital Expenses:								
Subtotal Direct Expenses:	1,580,528	940,586	332,568	109,612	101,228	494,194	569,824	4,128,540
Indirect Expenses:	217,683	-	16,637	16,446	15,238	69,286	85,483	420,773
Indirect %:	14%	0%	5%	15%	15%	14%	15%	10%
TOTAL FUNDING USES	1,798,211	940,586	349,205	126,058	116,466	563,480	655,307	4,549,313
							Employee Fringe Benefits %:	44.36%
BHS MENTAL HEALTH FUNDING SOURCES								
MH FED - SDMC Regular FFP (50%)							105,514	105,514
MH COUNTY - General Fund							549,793	549,793
								-
								-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-	655,307	655,307
BHS SUBSTANCE ABUSE FUNDING SOURCES								
SA COUNTY - SA General Fund	1,668,906	940,586	284,205	111,558	116,466	563,480		3,685,201
								-
								-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	1,668,906	940,586	284,205	111,558	116,466	563,480	-	3,685,201
OTHER DPH FUNDING SOURCES								
HUH - General Fund	129,305							129,305
								-
TOTAL OTHER DPH FUNDING SOURCES	129,305	-	-	-	-	-	-	129,305
TOTAL DPH FUNDING SOURCES	1,798,211	940,586	284,205	111,558	116,466	563,480	655,307	4,469,813
NON-DPH FUNDING SOURCES								
NON DPH - Patients/Clients Fees			65,000	3,000				68,000
NON DPH - Fund Raising				11,500				11,500
TOTAL NON-DPH FUNDING SOURCES			65,000	14,500				79,500
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,798,211	940,586	349,205	126,058	116,466	563,480	655,307	4,549,313

Contractor Name: Community Awareness & Treatment Services

Document Date: 7/1/15

Appendix B, Page 5

Fiscal Year: 7/1/15 - 6/30/16

DPH 7: Contract-Wide Indirect Detail

POSITION / TITLE	TOTAL		Medical Respite		GGS		AWP - SA		AWP - Shelter		AWP Drop In		AWP - MH		FTE	SALARIES
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES		
Salaries & Benefits	Proposed Transaction 7/1/15 - 6/30/16		Proposed Transaction 7/1/15 - 6/30/16		Proposed Transaction 7/1/15 - 6/30/16		Proposed Transaction 7/1/15 - 6/30/16		Proposed Transaction 7/1/15 - 6/30/16		Proposed Transaction 7/1/15 - 6/30/16		Proposed Transaction 7/1/15 - 6/30/16			
Executive Director	0.569	55,713	0.290	28,373	0.029	2,800	0.020	2,300	0.030	2,500	0.080	8,000	0.120	11,740		
Executive Assistant	0.601	26,143	0.280	12,210	0.041	1,800	0.040	1,600	0.030	1,300	0.090	4,000	0.120	5,233		
Director Of Finance	0.579	42,781	0.290	21,319	0.029	2,100	0.030	2,240	0.020	1,800	0.090	6,500	0.120	8,822		
Senior Accountant	0.585	26,533	0.280	12,763	0.035	1,600	0.010	500	0.030	1,200	0.110	5,000	0.120	5,470		
Staff Accountant	0.506	25,522	0.290	12,252	0.036	1,500	0.010	500	0.030	1,200	0.020	5,000	0.120	5,070		
H.R. Director	0.524	36,149	0.280	19,698	0.024	1,600	0.010	500	0.020	1,200	0.070	5,000	0.120	8,151		
IT Administrator	0.587	19,246	0.280	9,132	0.037	1,200					0.150	5,000	0.120	3,914		
Maintenance Coordinator	0.554	19,767	0.280	9,987	0.014	500					0.140	5,000	0.120	4,280		
TOTAL SALARIES	4.505	251,854	2.270	\$125,734	0.245	\$13,100	0.120	\$7,640	0.160	\$9,200	0.750	\$43,500	0.960	\$52,680	0.000	\$0
EE FRINGE BENEFITS	27%	\$68,001	27%	\$33,948	27%	\$3,537	27%	\$2,063	27%	\$2,484	27%	\$11,745	27%	\$14,224		\$0
TOTAL SALARIES & BENEFITS		\$319,855		\$159,682		\$16,637		\$9,703		\$11,684		\$55,245		\$66,904		\$0
OPERATING COSTS																
Rental Of Property		46,159		\$29,180				\$3,000		\$1,400		\$5,000		\$7,579		
Building Maintenance		2,380		\$980						\$200		\$600		\$600		
Office Supplies/Expenses		9,731		\$4,731				\$1,000		\$500		\$1,700		\$1,800		
Utilities		20,020		\$9,120				\$2,600		\$1,200		\$3,500		\$3,600		
Insurance		5,117		\$2,520				\$143		\$254		\$900		\$1,300		
Staff Training		980		\$280								\$700				
Legal & Professional		2,960		\$1,960								\$200		\$800		
Equipment Rental		4,105		\$2,005								\$1,000		\$1,100		
Equipment Maintenance		945		\$504								\$141		\$300		
Audit & Accounting		8,521		6,721								\$300		\$1,500		
TOTAL OPERATING COSTS		\$100,918		\$58,001		\$0		\$6,743		\$3,554		\$14,041		\$18,579		\$0
TOTAL INDIRECT COSTS		420,773		217,683		16,637		16,446		15,238		69,286		85,483		0

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

Contractor Name: <u>Community Awareness & Treatment Services, Inc.</u>				Appendix/Page #: <u>B-1, Page 1</u>	
Provider Name: <u>Medical Respite</u>				Document Date: <u>7/1/15</u>	
Provider Number: <u>383841</u>				Fiscal Year: <u>14-15</u>	
Program Name:	Medical Respite	Med Respite Expansion			
Program Code:	N/A	N/A			
Mode/SFC (MH) or Modality (SA):	SecPrev-19	N/A			
Service Description:	Outreach/Intervention	Start-up			TOTAL
FUNDING TERM:	7/1/15-6/30/16	4/1/16-6/30/16			
FUNDING USES					
Salaries & Employee Benefits:	911,446	-			911,446
Operating Expenses:	539,777	129,305			669,082
Capital Expenses:	-	-			-
Subtotal Direct Expenses:	1,451,223	129,305			1,580,528
Indirect Expenses:	217,683	-			217,683
TOTAL FUNDING USES:	1,668,906	129,305			1,798,211
BHS MENTAL HEALTH FUNDING SOURCES					
					-
					-
					-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					
BHS SUBSTANCE ABUSE FUNDING SOURCES					
	Index Code				
SA COUNTY - SA General Fund	HMHSCRES227	1,668,906			1,668,906
					-
					-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
		1,668,906	-		1,668,906
OTHER DPH FUNDING SOURCES					
	Index Code				
HUH - General Fund	HCHSHHOUSSGF		75,000		75,000
HUH - General Fund	HCHSHHOUSSGF		54,305		54,305
					-
TOTAL OTHER DPH FUNDING SOURCES					
		-	129,305		129,305
TOTAL DPH FUNDING SOURCES					
		1,668,906	129,305		1,798,211
NON-DPH FUNDING SOURCES					
					-
TOTAL NON-DPH FUNDING SOURCES					
		-			-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)					
		1,668,906	129,305		1,798,211
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR	CR			
DPH Units of Service:	31,331	1			
Unit Type:	Staff Hour	Start-up			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	53.27	129,305.00			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	53.27	129,305.00			
Published Rate (Medi-Cal Providers Only):					Total UDC:
Unduplicated Clients (UDC):	N/A	N/A			N/A

DPH 3: Salaries & Benefits Detail

Program Code: N/A
 Program Name: Medical Respite
 Document Date: 7/1/15

Position Title	TOTAL		SA General Fund HMHSCRES227		HUH General Fund HCHSHHUSGGF							
	Term: 7/1/15-6/30/16		Term: 7/1/15-6/30/16		Term: 4/1/16-6/30/16		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	1.00	54,840	1.00	54,840								
Program Coordinator	0.17	7,932	0.17	7,932								
Respite Aides	11.75	365,449	11.75	365,449								
Janitor	2.00	51,126	2.00	51,126								
Driver	2.00	62,204	2.00	62,204								
Cook	1.00	29,854	1.00	29,854								
Food Service Manager	1.00	36,226	1.00	36,226								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	18.92	607,631	18.92	607,631	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	50%	303,815	50%	303,815								
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TOTAL SALARIES & BENEFITS 911,446 911,446 - - - -

DPH 4: Operating Expenses Detail

Program Code: N/A
 Program Name: Medical Respite
 Document Date: 7/1/15

Expenditure Category	TOTAL	SA General Fund HMHSCCRES227	HUH General Fund HCHSHHOUSGGF			
	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: 4/1/16-6/30/16	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent (for the Med Respite Expansion expense includes 2 months rent + security deposit)	455,497	331,200	124,297			
Utilities (telephone, electricity, water, gas)	31,508	28,000	3,508			
Building Repair/Maintenance	49,975	49,975				
Materials & Supplies:						
Office Supplies	8,600	8,600				
Photocopying	-					
Printing	-					
Program Supplies	-					
Computer hardware/software	-					
General Operating:						
Training/Staff Development	2,000	2,000				
Insurance	22,500	21,000	1,500			
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	20,000	20,000				
Staff Travel:						
Local Travel	-					
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:						
	-					
	-					
	-					
Other:						
Parking - Vans	10,800	10,800				
Client Related Costs	18,202	18,202				
Food & Food Preparation	50,000	50,000				
	-					
	-					
TOTAL OPERATING EXPENSE	669,082	539,777	129,305	-	-	-

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

Contractor Name: Community Awareness & Treatment Services, Inc.			Appendix/Page #: B-2, Page 1	
Provider Name: SFHOT			Document Date: 7/1/15	
Provider Number: 383841			Fiscal Year: 15-16	
Program Name:	SFHOT Program Close-out	SFHOT Administrative Close-out		
Program Code:	N/A	N/A		
Mode/SFC (MH) or Modality (SA):	Supt-00	Supt-00		
Service Description:	SA-Support County	SA-Support County		TOTAL
FUNDING TERM:	7/1/15-12/31/15	7/1/15-12/31/15		
FUNDING USES				
Salaries & Employee Benefits:	661,812	131,267		793,079
Operating Expenses:	108,774	38,733		147,507
Capital Expenses:				
Subtotal Direct Expenses:	770,586	170,000		940,586
Indirect Expenses:				
TOTAL FUNDING USES:	770,586	170,000		940,586
BHS MENTAL HEALTH FUNDING SOURCES				
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-		
BHS SUBSTANCE ABUSE FUNDING SOURCES				
	Index Code			
SA COUNTY - SA General Fund	HMHS CCRES227	770,586	170,000	940,586
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		770,586	170,000	940,586
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES		-	-	-
TOTAL DPH FUNDING SOURCES		770,586	170,000	940,586
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		770,586	170,000	940,586
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR	CR		
DPH Units of Service:	6,184	1,411		7,595
Unit Type:	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	124.60	120.50		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	124.60	120.50		
Published Rate (Medi-Cal Providers Only):				Total UDC:
Unduplicated Clients (UDC):	N/A	N/A		N/A

DPH 3: Salaries & Benefits Detail

Program Code: N/A
 Program Name: SFHOT
 Document Date: 7/1/15

Position Title	TOTAL		SA General Fund HMHSCCRES227 Program Close-out		SA General Fund HMHSCCRES227 Administrative Close-out							
	Term: 7/1/15-12/31/15	Term: 7/1/15-12/31/15	Term: 7/1/15-12/31/15	Term: 7/1/15-12/31/15	Term: 7/1/15-12/31/15	Term:	Term:	Term:	Term:	Term:	Term:	Term:
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.11	\$ 6,700.00	0.11	6,700								
Administrative Analyst	0.12	\$ 5,700.00	0.12	5,700								
Community Liason	0.11	\$ 5,900.00	0.11	5,900								
Data Base Analyst	0.12	\$ 6,500.00	0.12	6,500								
Case Managers	4.00	\$ 181,095.00	4.00	181,095								
Community Integration Coordinator	0.22	\$ 9,700.00	0.22	9,700								
Engagement Specialist	5.15	\$ 185,000.00	5.15	185,000								
Senior Engagement Specialist	0.53	\$ 24,000.00	0.53	24,000								
Social Worker	0.10	\$ 7,300.00	0.10	7,300								
Program Coordinator	0.04	\$ 1,980.00	0.04	1,980								
Executive Director	0.24	\$ 24,459.00			0.24	24,459						
Administrative Assistant	0.23	\$ 10,466.00			0.23	10,466						
Finance Director	0.23	\$ 16,908.00			0.23	16,908						
Senior Accountant	0.23	\$ 10,484.00			0.23	10,484						
Staff Accountant	0.23	\$ 9,717.00			0.23	9,717						
H.R. Director	0.23	\$ 15,622.00			0.23	15,622						
Computer Technician - IT	0.23	\$ 7,501.00			0.23	7,501						
Maintenance Coordinator	0.23	\$ 8,203.00			0.23	8,203						
Totals:	12.35	\$537,235	10.50	\$433,875	1.85	\$103,360						

Employee Fringe Benefits:	48%	\$255,844	53%	\$227,937	27%	\$27,907						
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TOTAL SALARIES & BENEFITS

\$793,079	\$661,812	\$131,267			
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DPH 4: Operating Expenses Detail

Program Code: N/A
 Program Name: SFHOT
 Document Date: 7/1/15

Expenditure Category	TOTAL	SA General Fund	SA General Fund			
		HMHSCCRES227 Program Close-out	HMHSCCRES227 Administrative Close-out			
	Term: 7/1/15-12/31/15	Term: 7/1/15-12/31/15	Term: 7/1/15-12/31/15	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	28,327	9,514	18,813			
Utilities (telephone, electricity, water, gas)	16,215	10,415	5,800			
Building Repair/Maintenance	915	215	700			
Materials & Supplies:						
Office Supplies	17,501	12,641	4,860			
Photocopying	-					
Printing	-					
Program Supplies	-					
Computer hardware/software	-					
General Operating:						
Training/Staff Development	300	100	200			
Insurance	20,920	19,120	1,800			
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	19,301	17,541	1,760			
Staff Travel:						
Local Travel	-					
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:						
	-					
	-					
	-					
Other:						
Parking - Vans	12,038	12,038				
Client Related Costs	27,190	27,190				
Audit	4,800		4,800			
	-					
	-					
TOTAL OPERATING EXPENSE	147,507	108,774	38,733			

DPH 4: Operating Expenses Detail

Program Code: 00202
 Program Name: Golden Gate for Seniors
 Document Date: 7/1/15

Expenditure Category	TOTAL		SA General Fund HMHSCRES227 & Non-DPH Funding Sources				
	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16					
Occupancy:							
Rent	76,000	76,000					
Utilities (telephone, electricity, water, gas)	30,000	30,000					
Building Repair/Maintenance	13,500	13,500					
Materials & Supplies:							
Office Supplies	6,000	6,000					
Photocopying	-						
Printing	-						
Program Supplies	-						
Computer hardware/software	-						
General Operating:							
Training/Staff Development	500	500					
Insurance	4,000	4,000					
Professional License	-						
Permits	-						
Equipment Lease & Maintenance	3,952	3,952					
Staff Travel:							
Local Travel	-						
Out-of-Town Travel	-						
Field Expenses	-						
Consultant/Subcontractor:							
	-						
	-						
	-						
Other:							
Client Related Costs	13,000	13,000					
Food & Food Preparation	17,000	17,000					
	-						
	-						
	-						
TOTAL OPERATING EXPENSE	163,952	163,952					

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

Contractor Name: Community Awareness & Treatment Services, Inc.					Appendix/Page #: B-4, Page 1	
Provider Name: A Woman's Place SA					Document Date: 7/1/15	
Provider Number: 383841					Fiscal Year: 15-16	
Program Name:	A Woman's Place SA					
Program Code:	97027					
Mode/SFC (MH) or Modality (SA):	Res-51					
Service Description:	SA-Res Recov Long Term (over 30 days)					TOTAL
FUNDING TERM:	7/1/15-6/30/16					
FUNDING USES						
Salaries & Employee Benefits:	90,769	-				90,769
Operating Expenses:	18,843					18,843
Capital Expenses:	-	-				-
Subtotal Direct Expenses:	109,612	-				109,612
Indirect Expenses:	16,446					16,446
TOTAL FUNDING USES:	126,058	-				126,058
BHS MENTAL HEALTH FUNDING SOURCES						
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES						
	Index Code					
SA COUNTY - SA General Fund	HMHSCRES227	111,558				111,558
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	111,558	-	-	-	-	111,558
OTHER DPH FUNDING SOURCES						
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	111,558	-	-	-	-	111,558
NON-DPH FUNDING SOURCES						
NON DPH - Patients/Clients Fees		3,000				3,000
NON DPH - Fund Raising		11,500				11,500
TOTAL NON-DPH FUNDING SOURCES		14,500	-	-	-	14,500
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		126,058	-	-	-	126,058
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)		8				
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):		CR				
DPH Units of Service:		2,628				
Unit Type:		Bed Days				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		42.45				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):		47.97				
Published Rate (Medi-Cal Providers Only):						
Unduplicated Clients (UDC):		36	-			Total UDC: 36

DPH 4: Operating Expenses Detail

Program Code: 97027
 Program Name: A Woman's Place SA
 Document Date: 7/1/15

Expenditure Category	TOTAL	SA General Fund HMHSCRES227	Non-DPH Funding Sources			
	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	-					
Utilities (telephone, electricity, water, gas)	5,000	1,000	4,000			
Building Repair/Maintenance	1,000	1,000				
Materials & Supplies:						
Office Supplies	-					
Photocopying	-					
Printing	-					
Program Supplies	-					
Computer hardware/software	-					
General Operating:						
Training/Staff Development	1,000		1,000			
Insurance	1,000	1,000				
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	5,000	2,895	2,105			
Staff Travel:						
Local Travel	-					
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:						
	-					
	-					
	-					
Other:						
Client Related Costs	843	343	500			
Food & Food Preparation	5,000		5,000			
	-					
	-					
	-					
TOTAL OPERATING EXPENSE	18,843	6,238	12,605			

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

Contractor Name: Community Awareness & Treatment Services, Inc.			Appendix/Page #: B-4a, Page 1
Provider Name: A Woman's Place Shelter			Document Date: 7/1/15
Provider Number: 383841			Fiscal Year: 15-16
Program Name:	A Woman's Place Shelter		
Program Code:	97027		
Mode/SFC (MH) or Modality (SA):	SecPrev-18		
Service Description:	SA-Sec Prev Early Intervention		TOTAL
FUNDING TERM:	7/1/15-6/30/16		
FUNDING USES			
Salaries & Employee Benefits:	96,791		96,791
Operating Expenses:	4,437		4,437
Capital Expenses:			-
Subtotal Direct Expenses:	101,228		101,228
Indirect Expenses:	15,238		15,238
TOTAL FUNDING USES:	116,466		116,466
BHS MENTAL HEALTH FUNDING SOURCES			
			-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES			-
BHS SUBSTANCE ABUSE FUNDING SOURCES			
	Index Code		
SA COUNTY - SA General Fund	HMHSCCRES227	116,466	116,466
			-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		116,466	116,466
OTHER DPH FUNDING SOURCES			
			-
TOTAL OTHER DPH FUNDING SOURCES			-
TOTAL DPH FUNDING SOURCES		116,466	116,466
NON-DPH FUNDING SOURCES			
TOTAL NON-DPH FUNDING SOURCES			-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		116,466	116,466
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased (if applicable)			
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)			
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program			
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR		
DPH Units of Service:	3,680		
Unit Type:	Staff Hours		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	31.65		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	31.65		
Published Rate (Medi-Cal Providers Only):			
Unduplicated Clients (UDC):	32		Total UDC: 32

DPH 4: Operating Expenses Detail

Program Code: 97027
 Program Name: A Woman's Place Shelter
 Document Date: 7/1/15

Expenditure Category	TOTAL	SA General Fund HMHSCCRES227				
	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: _____	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	-					
Utilities(telephone, electricity, water, gas)	500	500				
Building Repair/Maintenance	500	500				
Materials & Supplies:						
Office Supplies	-					
Photocopying	-					
Printing	-					
Program Supplies	-					
Computer hardware/software	-					
General Operating:						
Training/Staff Development	2,987	2,987				
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:						
Local Travel	-					
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:						
	-					
	-					
	-					
Other:						
Client Related Costs	450	450				
	-					
	-					
	-					
	-					
TOTAL OPERATING EXPENSE	4,437	4,437				

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

Contractor Name: Community Awareness & Treatment Services, Inc.				Appendix/Page #: B-5, Page 1	
Provider Name: A Woman's Place Drop-In				Document Date: 7/1/15	
Provider Number: 383820				Fiscal Year: 15-16	
Program Name:	A Woman's Place Drop-In	A Woman's Place Drop-In	A Woman's Place Drop-In		
Program Code:	88207	88207	88207		
Mode/SFC (MH) or Modality (SA):	SecPrev-18	SecPrev-18	Anc-68		
Service Description:	SA-Sec Prev Early Intervention Drop-In	SA-Sec Prev Early Intervention Prev-Outreach	SA-Ancillary Svcs Case Mgmt Case Management		TOTAL
FUNDING TERM:	7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16		
FUNDING USES					
Salaries & Employee Benefits:	348,109	5,842	33,940		387,891
Operating Expenses:	96,646	-	9,657		106,303
Capital Expenses:					-
Subtotal Direct Expenses:	444,755	5,842	43,597		494,194
Indirect Expenses:	66,715	-	2,571		69,286
TOTAL FUNDING USES:	511,470	5,842	46,168		563,480
BHS MENTAL HEALTH FUNDING SOURCES					
					-
					-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-		-
BHS SUBSTANCE ABUSE FUNDING SOURCES					
	Index Code				
SA COUNTY - SA General Fund	HMHSCRES227	511,470	5,842	46,168	563,480
					-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		511,470	5,842	46,168	563,480
OTHER DPH FUNDING SOURCES					
					-
					-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-
TOTAL DPH FUNDING SOURCES		511,470	5,842	46,168	563,480
NON-DPH FUNDING SOURCES					
					-
TOTAL NON-DPH FUNDING SOURCES		-			-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		511,470	5,842	46,168	563,480
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Cost Reimbursement (CR) or Fee-For-Service (FFS):	CR	CR	CR		
DPH Units of Service:	9,968	288	132		
Unit Type:	Staff Hour	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	51.31	20.28	349.76		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	51.31	20.28	349.76		
Published Rate (Medi-Cal Providers Only):					
Unduplicated Clients (UDC):	200	35	7		Total UDC: 242

DPH 4: Operating Expenses Detail

Program Code: 88207
 Program Name: A Woman's Place Drop-In
 Document Date: 7/1/15

Expenditure Category	TOTAL	General Fund HMHSCCRES227				
	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: _____	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	33,000	33,000				
Utilities(telephone, electricity, water, gas)	24,300	24,300				
Building Repair/Maintenance	13,370	13,370				
Materials & Supplies:						
Office Supplies	2,000	2,000				
Photocopying	-					
Printing	-					
Program Supplies	-					
Computer hardware/software	-					
General Operating:						
Training/Staff Development	-					
Insurance	4,200	4,200				
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	13,500	13,500				
Staff Travel:						
Local Travel	-					
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:						
	-					
	-					
	-					
Other:						
Client Related Costs	5,000	5,000				
Food & Food Preparation	10,933	10,933				
	-					
	-					
	-					
TOTAL OPERATING EXPENSE	106,303	106,303	-	-	-	-

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

Contractor Name: Community Awareness & Treatment Services, Inc.					Appendix/Page #: B-6, Page 1	
Provider Name: A Woman's Place MH					Document Date: 7/1/15	
Provider Number: 38BK					Fiscal Year: 15-16	
Program Name:	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH		
Program Code:	38BKOP	38BKOP	38BKOP	38BKOP		
Mode/SFC (MH) or Modality (SA)	45/20-29	15/10-56	15/01-09	15/70-79		
Service Description:	Cmnty Client Svcs	MH Svcs	Case Mgt Brokerage	Crisis Intervention-OP		TOTAL
FUNDING TERM:	7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16		
FUNDING USES						
Salaries & Employee Benefits:	127,931	255,048	92,770	6,919		482,668
Operating Expenses:	9,818	75,723		1,615		87,156
Capital Expenses:						
Subtotal Direct Expenses:	137,749	330,771	92,770	8,534		569,824
Indirect Expenses:	28,642	36,199	19,420	1,222		85,483
TOTAL FUNDING USES:	166,391	366,970	112,190	9,756		655,307
BHS MENTAL HEALTH FUNDING SOURCES						
	Index Code					
MH FED - SDMC Regular FFP (50%)	HMHMCC730515		78,608	26,906		105,514
MH COUNTY - General Fund	HMHMCC730515	166,391	288,362	85,284	9,756	549,793
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		166,391	366,970	112,190	9,756	655,307
BHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES						
OTHER DPH FUNDING SOURCES						
TOTAL OTHER DPH FUNDING SOURCES						
TOTAL DPH FUNDING SOURCES		166,391	366,970	112,190	9,756	655,307
NON-DPH FUNDING SOURCES						
NON DPH - Patients/Clients Fees						
NON DPH - Fund Raising						
TOTAL NON-DPH FUNDING SOURCES						
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		166,391	366,970	112,190	9,756	655,307
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS		
DPH Units of Service:	793	59,983	26,281	1,594		
Unit Type:	Staff Hours	Minutes	Minutes	Minutes		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	209.82	6.12	4.27	6.12		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	209.82	6.12	4.27	6.12		
Published Rate (Medi-Cal Providers Only):	209.82	6.12	4.27	6.12		
Unduplicated Clients (UDC):	150	68	30	2		Total UDC: 150

DPH 4: Operating Expenses Detail

Program Code: 38BKOP
 Program Name: A Woman's Place MH
 Document Date: 7/1/15

Appendix/Page #: B-6, Page 3

Expenditure Category	TOTAL	MH General Fund HMHMCC730515			
	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: _____	Term: _____	Term: _____
Occupancy:					
Rent	44,170	44,170			
Utilities(telephone, electricity, water, gas)	9,000	9,000			
Building Repair/Maintenance	17,114	17,114			
Materials & Supplies:	-				
Office Supplies	1,380	1,380			
Photocopying	-				
Printing	-				
Program Supplies	-				
Computer hardware/software	-				
General Operating:	-				
Training/Staff Development	-				
Insurance	5,300	5,300			
Professional License	-				
Permits	-				
Equipment Lease & Maintenance	592	592			
Staff Travel:	-				
Local Travel	-				
Out-of-Town Travel	-				
Field Expenses	-				
Consultant/Subcontractor:	-				
	-				
	-				
	-				
	-				
Other:	-				
Client Related Costs	4,000	4,000			
Food & Food Preparation	5,600	5,600			

TOTAL OPERATING EXPENSE

87,156

87,156



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

This Business Associate Agreement (“Agreement”) supplements and is made a part of the contract or Memorandum of Understanding (“CONTRACT”) by and between the City and County of San Francisco, Covered Entity (“CE”) and Contractor, Business Associate (“BA”). To the extent that the terms of the Contract are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

In order to access SFDPH Systems, BA must have their employees/agents sign and retain in their files the *User Agreement for Confidentiality, Data Security and Electronic Signature* form located at <https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf>

During the term of this contract, the BA will be required to complete the *SFDPH Privacy, Data Security and Compliance Attestations* located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf> and the *Data Trading Partner Request [to Access SFDPH Systems]* located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the CONTRACT in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.
- D. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this Agreement to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the HIPAA Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this Agreement, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
- h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. **Health Care Operations** means any of the following activities: i) conducting quality assessment and improvement activities; ii) reviewing the competence or qualifications of health care professionals; iii) underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits; iv) conducting or arranging for medical review, legal services, and auditing functions; v) business planning development; vi) business management and general administrative activities of the entity. This shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103



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and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

- l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- m. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

- a. **Permitted Uses.** BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. k. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains



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satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and



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- (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.
- h. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- l. **Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been,



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or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. **BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.**

3. Termination.

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



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- d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the CONTRACT or this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the CONTRACT or this Agreement when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days.

Attachments (links)

- ***Privacy, Data Security, and Compliance Attestations*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf>
- ***Data Trading Partner Request to Access SFDPH Systems and Notice of Authorizer*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>
- ***User Agreement for Confidentiality, Data Security and Electronic Signature Form*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf>



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Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Office email: compliance.privacy@sfdph.org
Office telephone: 415-554-2787
Confidential Privacy Hotline (Toll-Free): 1-855-729-6040
Confidential Compliance Hotline: 415-642-5790

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. 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 & COUNTY OF SAN FRANCISCO, its officers, agents, employees & 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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

01320

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.

