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

#### Fifth Amendment

THIS AMENDMENT (this "Amendment") is made as of May 29, 2012 in San Francisco, California, by and between Fort Help, LLC ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

#### RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved contract number 4152-09/10 on 6/21/10;

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

- 1. **Definitions.** The following definitions shall apply to this Amendment:
- 1a. Agreement. The term "Agreement" shall mean the Agreement dated September 1, 2008 from the RFP 6-2008 dated March 13,2008, Contract Numbers BPHM09000040 and DPHM09000322 between Contractor and City, as amended by the:

First amendment dated April 3, 2009 Contract Number DPHM09000322

Second amendment dated July 1, 2009 Contract Numbers BPHM10000041 and DPHM10000326

Third amendment dated July 1, 2010 Contract Numbers DPHM11000185

Four amendment dated December 1, 2010 Contract Numbers DPHM11000185 and this Fifth amendment

- 1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. Modifications to the Agreement. The Agreement is hereby modified as follows:
  - 2a. Section 2 of the Agreement currently reads as follows:
    - 2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from September 1, 2008 through December 31, 2012.

#### 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 September 1, 2008 through June 30, 2015.

#### 2b. 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 Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed Four Million Seven Hundred Nineteen Thousand Seven Hundred Thirty Three Dollars (\$4,719,733). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

#### 5 Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed Nine Million Nine Hundred Seventy Four Thousand One Hundred Eighty Four Dollars (\$9,974,184). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

- 2c. Attached hereto and incorporated into this Amendment is Appendix B dated May 29, 2012 and Appendices B-1 and B-2 dated March 7, 2012.
- 3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and the date of this Amendment.
- 4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

CITY

Recommended by:

BARBARA A. GARCIA, MPA.

Director of Health

Approved as to Form:

Dennis J. Herrera City Attorney CONTRACTOR

Fort Help, ELC

STAN SHARMA

Executive Director

26460 Summit Circle Santa Clarita, CA 91350

City vendor number: 74019

Rv

Kathlan Hughy 6/26/12

Deputy City Attorney

Approved:

JACI FONG

Director Office of Contract Administration and Purchaser PURCHASING DEPARTMENT 12 JUL 10, AM II: 13

# 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

#### B. Final Closing Invoice

#### (1) Fee For Service Reimbursement:

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

#### (2) Cost Reimbursement:

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

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

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

#### 2. Program Budgets and Final Invoice

A. Program Budgets are listed below:

Budget Summary
CRDC B1-B2
Appendix B-1 Fort Help LLC – 915 Bryant Street
Appendix B-2 Fort Help Mission – 1101 Capp Street

#### B. Compensation

CMS #6457

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Nine Million Nine Hundred Seventy Four Thousand One Hundred Eighty Four Dollars (\$9,974,184) for the period of September 1, 2008 through June 30, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, \$723,663 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

- (1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.
  - (2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

September 1, 2008 through June 30, 2009	\$553,333	BPHM09000040
July 1, 2009 through June 30, 2010	\$920,000	BPHM10000041
July 1, 2010 through June 30, 2011	\$1,440,000	

July 1, 2011 through June 30, 2012	\$1,584,297
July 1, 2012 through June 30, 2013	\$1,584,297
July 1, 2013 through June 30, 2014	\$1,584.297
July 1, 2014 through June 30, 2015	\$1.584,297
Total September 1, 2008 through June 30, 2015	\$9,250,521

- (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.
- CONTRACTOR acknowledges and agrees that the Appendix B consists of CONTRACTOR'S Fiscal Year 2011/12 Appendix B Contract Budget Summary By Program dated March 7, 2012as accepted and approved by the CITY for Fiscal Year 2012/13, shall also constitute the Appendix B under the terms of this Agreement. CONTRACTOR agrees that all dates in the Appendix B referring to dates in Fiscal Year 2011/12 shall, for the purposes of this Agreement only, be construed to refer to Fiscal Year 2012/13.
- (5) CONTRACTOR agrees to comply with the Program Budget for Fiscal Year 2011/12 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 provision of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.
- (6). CONTRACTOR understands that the CITY may also need to adjust Appendix B, encumbrances of funds and related payments to CONTRACTOR in order to comply with the CITY'S Fiscal Year 2010/11 budget and sources of revenue, according to written notification provided to CONTRACTOR in Fiscal Year 2012/13 award letters by the CITY.
- (7) CONTRACTOR understands and agrees to any reasonable adjustments to dates and amounts the CITY may make to Appendix B in order to facilitate the administration of federal and state grants or monies in compliance with the CITY'S Fiscal Year 2012/13 budget and sources or revenue.
- C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.
- D. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.
  - E. In no event shall the CITY be liable for interest or late charges for any late payments.
- F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

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

2011 2012	Eigeal Voor	arma / 661-254-6630			Propered Pu		DMH Legal Entity Number (MH):
2011-2012	riscai feai.		ument Date:		r repared by	Fort Help LLC	DMH Legal Entity Name (MH)/Contractor Name (SA):
· · · · · · · · · · · · · · · · · · ·		3/11/12	unient Date.	D00	B-2	B-1	Contract Appendix Number:
i .					388907	383836	Provider Number:
TOTAL	**				7/1/11 - 6/30/11	7/1/11 - 6/30/11	FUNDING TERM:
	for the agents		- 11. - 12.	and the second	Fort Help Mission	TAN FORLHEID	UNDING USES COMPANY AND A STATE OF THE COMPANY A
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823,64 579,65					128,900	450,750	Operating Expenses:
37,000	<del></del>				120,300	37,000	Capital Expenses:
1,440,29					396,200	1,044,097	Subtotal Direct Expenses:
144,00					46,300	97,700	Indirect Expenses:
					11.69%	9.36%	Indirect %:
1,584,29					442,500	1,141,797	OTAL FUNDING USES
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56,79					-	56,797	A COUNTY - General Fund
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1,584,29	•	-	-	. •	442,500	1,141,797	TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES
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1,584,297	~	-	-	-	442,500	1,141,797	OTAL FUNDING SOURCES (DPH AND NON-DPH)

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

DMH Legal Entity Name (MH)/Con			eporting/Data C	offection (CRDC	<u> </u>	La LA La Rauta	5/5/
DMH Legal Entity Name (MH)/Con	Provider Name:	Fort Help LLC				ontract Appendix #: Document Date:	B-1, Page 1 3/7/12
	Provider Number:					Fiscal Year:	2011-2012
	1 Tovider Number.	FH Methadone	FH Methadone	The second secon	71-072-00-00-00-00-00-00-00-00-00-00-00-00-00	riscai real.	2011-2012
	Program Name:		Maintenance	FH Methasoft			
Program Code (forme	rly Deporting Unit):	38364	38364	38364			
Mode/SEC (MI	H) or Modality (SA)		NTP-48	Supt-03		<del> </del>	
Wode/SI O (WI	1417-40	1117-40	Supt-03	<del></del>			
		SA-Narcotic Tx Narc	SA-Narcotic Tx Narc				
		Replacement	Replacement	SA-Support Prog			
	ervice Description:	Therapy - All Svcs	Therapy - All Svcs	Dev	0 .	0	TOTAL
	FUNDING TERM:	7/1/11-6/30/12	07/01/11-06/30/12	7/1/11-6/30/12		1	
FUNDING USES			Dosing			Contract of the	机工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工
	Employee Benefits:	83,567	472,780				556,347
O	perating Expenses:	67,705	383,045				450,750
Capital Expenses (gr	eater than \$5,000):			37,000			37,000
Subtotal	Direct Expenses:	151,272	855,825	37,000			1,044,097
	Indirect Expenses:	14,676	83,024				97.
TOTAL	FUNDING USES:	165,948	938,849	37,000			1,141,
CBHS MENTAL HEALTH FUNDING SOURCES	GEDA#			FS-39 Also Balling Street		Man State Aller	they be whealth and the second
TOTAL CBHS MENTAL HEALTH FU	NDING SOURCES	-		•		-	
CBHS SUBSTANCE ABUSE FUNDING SOURCES	TALIGEDA #			in the same	and alternative with	The state of	
SA FED - Drug Medi-Cal #93.778	93.778	162,974	922,026				1,085,000
SA COUNTY - General Fund		2,974	16,823	37,000			56,797
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TOTAL CBHS SUBSTANCE ABUSE FU				37,000		-	1,141,797
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TOTAL NON-DPH FUNDING SOURCES		-				<del> </del>	777722
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		165,948	938,849	37,000	A A Box	-	1,141,797
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purch							DEPENDENCE.
Substance Abuse Only - Non-Res 33 - ODF # of Group							
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with N	larcotic Tx Program			n/a		ļ	
Cost Reimbursement (CR) or Fee		FFS					
	Units of Service:		82,000	80	-	<u> </u>	
	Unit Type:	Slot Days		Staff Hour		-	
Cost Per Unit - DPH Rate (DPH FUNDIN				462.50			initian on the factor
Cost Per Unit - Contract Rate (DPH & Non-DPH FU)				462.50		ļ	Total UDC:
Published Rate (Medi-C		13.91	11.86	n/a			

#### DPH 3: Salaries & Benefits Detail

Provider Number: 383836

Provider Name: Fort Help

Document Date: 3/7/12

Appendix #: B-1, Page 2

•	i"	TOTAL	Federal	General Fund & Drug Medi-Cal 93.778								
<u></u>	Term:	7/1/11 - 6/30/12	Term:	7/1/11 - 6/30/12	Term:		Term:	<del></del>	Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salarles	FTE	Salaries	FTE	Salaries	FTE	Salaries
Fort Help:	-	-	-	-			L			(2)		
MD	1.00	85,297	1.00	85,297								
RN1	1.00	55,550	1,00	55,550								
N2	1.00	48,000	1.00	48,000								
_VN1	1.00	36,000	1.00	36,000								
_VN2	1.00	48,000	1.00	48,000								
Counselor 1	1.00	43,000	1.00	43,000								
Counselor 2	1.00	41,000	1.00	41,000								
Counselor 3	1.00	36,000	1.00	36,000								
Counselor 4	1.00	35,000	1.00	<b>35,</b> 000								
Counselor 5	1.00	35,000	1.00	35,000			ļ					
Clerk 1	1.00	35,000	1.00	35,000								
Clerk 2	1.00	29,000	1.00	<b>29</b> ,000								
	-	-		-								
Totals	12.00	526,847	12.00	526,847								
Employee Fringe Benefits:	5.60%	29,500	5.60%	29,500						7		

556,347

**TOTAL SALARIES & BENEFITS** 

#### DPH 4: Operating Expenses Detail

Provider Number:	383836	
Provider Name:	Fort Help	
Document Date:	3/7/12	

Appendix #:	B-1, Page 3
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Expenditure Category	TOTAL	County General Fund & Federal Drug Medi-Cal #93.778				
Fort Help:	Term: 7/1/11 - 6/30/12	Term: 7/1/11 - 6/30/12	Term:	Term:	Term;	Term:
Rental of Property	155,000	155,000				
Utilities(Elec, Water, Gas, Phone, Scavenger)	8,000	8,000				
Office Supplies, Postage	27,000	27,000				
Building Maintenance Supplies and Repair	21,000	21,000				
Insurance	15,000	15,000				
Staff Training	6,000	6,000				
Rental of Equipment	11,000	11,000				
Property Taxes	19,200	19,200				
License Fee	18,000	18,000				
Bio Hazard Waste Fees	5,400	5,400				
Medical Supplies & Lab Test	127,000	127,000				
Communications	12,500	12,500				
Miscellaneous Expenses	25,650	25,650				
	-	-			J	

TOTAL OPERATING EXPENSE

450,750

450,750

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## DPH 5: Capital Expenses Detail

	Number: 383836	-	Appendix #:	B-1, Page 4	
	er Name: Fort Help	····			
Docum	ent Date: 3/7/12		•		
1. Equipment	<del></del>	<del></del>	r <u>-</u>		
Item Description	Quantity	Serial #/VIN #	Funding Source [General Fund, Grant (List Title), or Work Order (List Dept.)]	Purchase Cost Each	Total Cost
Methasoft Software	1		General Fund	37,000	37,00
			The state of the s	Andrew Property of the Propert	
					····
					,
	·	-			
Total Equipment Coat					27.00
Total Equipment Cost					37,00
Paradellas Oct					
Remodeling Cost	,				
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	4. V				<del></del>
Total Remodeling Cost					
				=	
Total Capital Expenditure					37,00
(Equipment plus Remodeling Cost)				*	The state of the s

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

DI II Z. Dept	itunent of Publi	c neath Cost A	eporting/Data C	onection (CHDC	<i>(</i> )		
DMH Legal Entity Name (MH)/Cor	Fort Help LLC			C	ontract Appendix #;	B-2, Page1	
		Fort Help Mission				Document Date:	3/7/12
	Provider Number:					Fiscal Year:	2011-2012
	1.0	FH Mission	FH Mission				
	19-1	Methadone	Methadone				
	Program Name:	Maintenance	Maintenance				
Program Code (forme	erly Reporting Unit):	89074	89074				
Mode/SFC (M	IH) or Modality (SA)	NTP-48	NTP-48				
		CA Narpollo Ty Naro	SA-Narcotic Tx Narc				
		Replacement	Replacement				
·	Service Description:	SSAMOO CONTRACTOR STORES AND ADDRESS OF THE	Therapy - All Svcs	0	0	0	TOTAL
EINIBING ÜĞEĞ	FUNDING TERM:		07/01/11-06/30/12	S. S. Richard, Co. St. St.	The Lates Congressioner		- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
FUNDING USES.	Employee Benefits:	- Counseling 40,150	227,150		3. Jan 1. 1.	radio e e e e e e e e e e e	267,30
		19,362	109,538	· · · · · · · · · · · · · · · · · ·			128,900
Capital Expenses (g	perating Expenses:		109,536				120,500
	I Direct Expenses:		336,688				39€
Subtota	Indirect Expenses:		39,345			· · · · · · · · · · · · · · · · · · ·	46,000
TOTA	L FUNDING USES:	66,467	376,033				442,500
GBHS MENTAL HEALTH FUNDING SOURCES				No. 200	القرونية المراجع المراجع	Land of the land of the	
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<del></del>							
		· · · · · · · · · · · · · · · · · · ·					
			1				
TOTAL CBHS MENTAL HEALTH FU	JNDING SOURCES	-	-		-	-	
CBHS SUBSTANCE ABUSE FUNDING SOURCES				det and white many has -	I Turney were tell -	or single or other	The second second
SA FED - Drug Medi-Cal #93.778	93.778	66,467	376,033				442,50
					1-		
TOTAL CBHS SUBSTANCE ABUSE FU	INDING SOURCES	66,467	376,033	,	-	-	442,50
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES	GFDA #:	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	100 miles	<b>。</b>	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 160 miles 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3 - 1845 - 1 - 1
TOTAL OTHER DPH-COMMUNITY PROGRAMS FU						_	<u> </u>
	INDING SOURCES		376,033	-		-	442,50
NON-DPH FUNDING SOURCES AS SECURITION OF THE PROPERTY OF THE P	蓝 洞疆之 补充。	を連続を行っ	44.45.47.19	Since Call the court of	CONTRACT SALES	Proces the second of the	· · · · · · · · · · · · · · · · · · ·
TOTAL NON-DPH FUNDING SOURCES		<u> </u>		g.%.			
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		66,467	376,033	-	-		442,50
CBHS UNITS OF SERVICE AND UNIT COST	<del></del>						as
Number of Beds Purc	nased (if applicable)						ing on the Albertain
Substance Abuse Only - Non-Res 33 - ODF # of Group Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with N				- <del></del>			Maria maria da maria
			200 FFS				
Cost Reimbursement (CR) or Fee			33,000				and the same
	Units of Service:					<u> </u>	The second of th
Cost Per Unit - DPH Rate (DPH FUNDIN	Unit Type:		Slot Days	<del></del>			marine militare reconstitutes
Cost Per Unit - DPH Hate (DPH FUNDIN  Cost Per Unit - Contract Rate (DPH & Non-DPH FUI	NDING SOURCES	13.29	11.39				2 12 12 12 12 12 12 12 12 12 12 12 12 12
Published Rate (Medi-			11.86			<del> </del>	Total UDC:
	ated Clients (UDC):						2

#### DPH 3: Salaries & Benefits Detail

Appendix #: B-2, Page 2

Provider Number: 388907

Provider Name:	Fort Help I	Mission										
Document Date:	3/7/12											
	1	TOTAL		Drug Medi-Cal 193.778		,						
	Term:	7/1/11 - 6/30/12	Term:	7/1/11 - 6/30/12	Term:		Term:		Term:		Term:	
Position Title	FTE	Salaries	FIE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FIE	Salaries
				-								
Fort Help:			٠.							takakee at t		
MD	1.00	60,000	1.00	60,000								
RN1	1.00	30,000	1.00	<b>30,0</b> 00		15						
LVN1	1.00	26,850	1.00	<b>26,8</b> 50								
LVN2	1.00	26;850	1.00	26,850								
Counselor1	1.00	42,000	1.00	42,000					,			
Counselor2	1.00	42,000	1.00	42,000			<u> </u>					
Clerk1	1.00	15,000	1.00	15,000			ļ					
	-						ļ					
			-						ļ			
				-			ļ		ļ		ļ	
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(*			-									
		-					<u> </u>					
Totals:	7.00	242,700	7.00	242,700								
Employee Fringe Benefits:	10.14%	24,600	10.14%	24,600								
							_		•		-1	
TOTAL SALABIES & BENEFITS		267,300		267.300		_		-				

#### **DPH 4: Operating Expenses Detail**

Provider Number: 388907

Provider Name: Fort Help Mission

Document Date: 3/7/12

Appendix #:	B-2	Page 3	
rippor on r.	UZ,	1 age o	

Expenditure Category	TOTAL	Federal Drug Medi-Cal #93.778				
Fort Help:	Term: 7/1/11 - 6/30/12	Term: 7/1/11 - 6/30/12	Term:	Term:	Term:	Term:
Rental of Property	30,240	30,240	r r			
Utilities(Elec, Water, Gas, Phone, Scavenger)	10,000	10,000				
Office Supplies, Postage	10,000	10,000				
Bullding Maintenance Supplies and Repair	5,000	5,000				
Insurance	3,000	3,000				
Staff Training	3,000	3,000				
Rental of Equipment	2,000	2,000	•			
License Fee	6,000	6,000				
Bio Hazard Waste Fees	3,000	3,000				
Medical Supplies & Lab Test	47,960	47,960				
Communications	4,200	4,200				
Miscellaneous Expenses	4,500	4,500				
		-				
		F				

TOTAL OPERATING EXPENSE

128,900

128,900

### **DPH 6: Contract-Wide Indirect Detail**

Contractor	Name	Fort	Help	LLC

Document Date: 3/7/12

#### 1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Fort Help:		
Program Director/CEO	1.00	<b>36,0</b> 00
Program Director/CFO	1.00	<b>36,0</b> 00
Billing Clerk	1.00	22,000
Fort Help Mission:		
Program Director/CEO	1.00	<b>15,0</b> 00
Program Director/CFO	1.00	15,000
Billing Clerk	1.00	12,000
EMPLOYEE FRINGE BENEFITS		
TOTAL SALARIES & BENEFITS		136,000

### 2. OPERATING COSTS

Expenditure Category	Amount
Fort Help:	
Bank Fees	400
Miscellaneous Expenses	3,300
Fort Help Mission:	
Bank Fees	400
Miscellaneous Expenses '	3,900
TOTAL OPERATING COSTS	8,000

TOTAL INDIRECT COSTS

144,000

(Salaries & Benefits + Operating Costs)

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

				200							PAGE A				
				Contro	ol Number	7									
				-		J	INVOICE N	JMBER:	S01	JL	2		1		
													_		
Contractor: Fort Help LLC							Ct.Blanket N	lo.: BPHN	TBD			User Co			
Address: 26460 Summit Circle, Santa Clarita	a, CA 91350-2	991					Ct. PO No.:	POHM	TBD			USEFCC	].		
Tel No.: (661) 254-6630							Fund Source:		General	Fund (	HMHSCCRES2	227)	]		
Fax No.: (661) 254-6644							Invoice Perio	od :	July 2012	2			]		
Funding Term: 07/01/2012 - 06/30/2013							Final Invoice	<b>a</b> :		1	(Check if Ye	s)	]		
PHP Division: Community Behavioral Health	Services						ACE Control	Number:			n suoles l		]		
											Remain	ing	1		
		- 1			ed THIS PERIOD Delivered to Date xhibit UDC Exhibit UDC		% of TOTAL Deliverables Exhibit UDC Exhibit UDC		oles						
Unduplicated Clients for E	xhibit:		No and disc	5 20	19 P. O. O. O.		- ML-51(ed)	CHEFF IL	9.00			2017	1		
Undusticated Counts for AIDS Lisa Only.															
DELIVERABLES		-	Delivere				Delive	ered	T		Remaini	ng	1		
Program Name/Reptg. Unit Modality/Mode # - Svc Func (мн only)	Total Con		PERI		Unit		to Da		% of TC		Deliverat		1		
B-1 FH Methadone Maintenance PC# - 38364	UOS	CLIENTS	UOS	CLIENTS	Rate	AMOUNT DUE	UOS	CLIENTS	UOS	LIENT	UOS	CLIENTS	ď		
NTP-48 SA-Narcotic TX Narc	81,996				\$ 11.45	s -	0.000		0.00%		81,996.000		s	938,854.20	
Replacement Therapy - Dosing	01,550			APS V	9 11.43		0,000		0.00%		61,550.000		1"	930,034.20	
NTP-48 SA-Narcotic TX Narc	11,999				\$ 13.83	s -	0.000		0.00%		11,999.000		1	165,946.17 \$	1,104,800.37
Replacement Therapy - Counseling				111111111111111111111111111111111111111	10.00	·		0.02 1-770	1		111000,000			100,010.11	1,104,000.01
B-2 FH Mission Methadone Maintenance PC#	- 89074	210		1337/41			<b></b>	EL-LIP	1				1		
NTP-48 SA-Narcotic TX Narc	33,014	Ley's I'm			\$ 11.39	s -	0.000	255 IN	0.00%	Ne.	33,014.000	198,00	1	376,029.46	
Replacement Therapy - Dosing										919		- 1	1		
NTP-48 SA-Narcotic TX Narc	5,001	Stephen.			\$ 13.29	s -	0.000	BUSE	0.00%		5,001.000		1	66,463.29 \$	442,492.75
Replacement Therapy - Counseling		9000													
TOTAL	132,010	\$100 RE	0.000	850000			0.000	Mary	0.00%	DEC.	132,010.000	75.00	,	1,547,293,12	
TOTAL	1 132,010		0.000				NOTES:		0.0076	<u> </u>	132,010.000		1	1,041,233,12	
					NOUNT DUE								1		
	Less: Initial Payment Recovery					-						ı			
(For DPH Use) Other Adjustments NET REIMBURSEMENT \$				-						Į.					
				LINEME	OROLINEITI								1		
certify that the information provided above															
n accordance with the contract approved			ider the pro	vision of	that contra	ct. Full justific	ation and ba	ckup rec	ords for the	ose					
claims are maintained in our office at the a	address indica	itea.													
Signature:						Date:									
					-	•									
Title:															
Send to:		ı		DPH Auth	norization for	Payment	(4)						1		
DPH Fiscal/Invoice													1		
1380 Howard St 4					Author	ized Clanaton	,	•0:		Do	to.				
San Francisco, CA 9	24103				Author	ized Signatory				Da	ile.				

Appendix F

DATE (MM/DD/YYYY)

3/15/2012

# ACORD

### CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Aston Insurance Agency PHONE (A/C, No): ( (A/C, No, Ext): ( E-MAIL ADDRESS: 15545 Devonshire St. #1.08 Mission Hills, CA 91345 (818)672-9009 FAX (818)830-3602 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : LLOYDS OF LONDON INSURED Fort Help, LLC INSURER B INSURER C 915 BRYANT ST INSURER D SAN FRANCISCO, CA 94103 INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY \$1,000,000 EACH OCCURRENCE DAMAGE TO RENTED \$50,000 COMMERCIAL GENERAL LIABILITY 10/10/2011 10/10/2012 ME01169412.11 PREMISES (Ea occurrence) CLAIMS-MADE OCCUR \$5,000 MED EXP (Any one person) PROFESSIONAL LIABILITY PERSONAL & ADV INJURY \$ \$3,000,000 GENERAL AGGREGATE \$ INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY PRO-JECT OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ (Per accident) HIRED AUTOS \$ UMBRELLA LIAB EACH OCCURRENCE OCCUR \$ EXCESS LIAB CLAIMS-MADE AGGREGATE \$ \$ DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED?
(Mandatory in NH) NIA E.L. DISEASE - EA EMPLOYEE \$ ff yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

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

CITY AND COUNTY OF SAN FRANCISCO, IT OFFICERS, EMPLOYEES OR AGENTS ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER	CANCELLATION
DEPT OF PUBLIC HEALTH CBHS 1380 HOWARD STREET, ROOM 419b SAN FRANCISCO, CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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#### CERTHOLDER COPY

NA



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-09-2011

000488 GROUP: POLICY NUMBER: 0001550-2011 CERTIFICATE ID: 3 CERTIFICATE EXPIRES: 08-06-2012 08-06-2011/08-06-2012

AMERICAN HELP SERVICES 26460 SUMMIT CIR SANTA CLARITA CA 91350-2991 MA

This is to certify that we have issued a valid Workers' Compensation, insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1901 - SHARMA, SEANJAY - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-06-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

**EMPLOYER** 

FORT HELP, LLC PO BOX 801809 VALENCIA CA 91380 NA

[HLB,CN]

PRINTED : 09-09-2011

(REV.8-2010)



#### Endorsement 10

NAMED INSURED: American Health Services LLC; El Dorado Community Service Center; Tavarua Health Service

#### E850.1 Al for GL - Blanket (PL GL)

Page 1 of 1

In consideration of the premium charged, it is understood and agreed the section of this Policy entitled V. Definitions, Part J. is amended to include the following:

Solely with respect to coverage afforded under Insuring Agreement B. Claims Made General Liability, Insured shall include **Additional Insured(s)**, provided however whenever used in this endorsement,

- Additional Insured shall mean any landlord, owner or property manager of Designated Premises; any tradeshow or convention sponsor or operator; or any lessor of equipment; and
- Designated Premises shall mean all premises leased or rented to the Named Insured, premises temporarily occupied by the Named Insured for a tradeshow or convention and/or equipment leased to the Named Insured.

It is further understood and agreed that coverage afforded to any **Additional Insured** as defined herein shall apply solely:

- to Claims arising out of the Named Insured's occupancy of, or failure to maintain the Designated Premises, but solely with respect to the products, goods or operations of the Named Insured and only if liability of such Claim is determined to be solely the negligence or responsibility of the Named Insured; and
- for Accidents at, on or upon that portion of the Designated Premises which his
  occupied by the Named Insured and taking place during the term of the Named
  Insured's lease/occupance of such Designated Premises.

All other terms and conditions remain unchanged.

Endorsement effective: 08/21/2011

Endorsement No:

10

Certificate No.: MEO1169412.11

Processed Date: 10/19/2011

Hiscox Inc.

By: Ed Donnelly

(Authorized Representative)

# FORT HELP, LLC.

Oct. 02, 2008

San Francisco Department of Public Health

Dear Ms. Yoshimi Salto,

Please be advised that at our Fort Help facility we do not own, lease or hire any vehicles. Therefore the insurance company cannot give us coverage for such items. In order for us to have coverage, according to the insurance company, we must provide them with Vehicle Identification Numbers.

Because of the location of this facility, there is no need for our staff to use a vehicle. Public transportation is much more convenient for the staff to use should they need to conduct company business on company time.

۷ مرسی -

Pramesh P. Sharma

Executive vice President

Les per abone statement, wainvey automobile labelity insurance requirement to

hereby grantes

Get Junguet

26460 Summit Circle Carlyon Country, Ca 91350 PHONE (66 FAX (66

(661) 254-6630 (661) 254-6644