



CONTRACT PURCHASE ORDER RELEASE
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000279
PO AMOUNT: \$3,289,437.00

TO: BAKER PLACES INC
600 TOWNSEND ST #200
SAN FRANCISCO CA 94107-0000

PO PRINT DATE: 12/20/2010

CONTACT: JONATHAN VERNICK
PHONE : 415-864-4655
VENDOR ID: 02779

TERMS: NET
FOB : DEST

ISSUE DATE : 12/23/2010

BPO # : BPHM11000031 <<
EFF. DATE : 07/01/2010
EXP. DATE : 12/31/2015

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

AUTHORIZED SIGNATURE: _____

DATE : 12/20/2010
PHONE: _____

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

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

TERMS:

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

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PO NUMBER: DPHM11000279
PO AMOUNT: \$3,289,437.00

ITEM	COMMODITY ID	UOM TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
	NAME/SPECS				
1	7400-20 SVC,MED/HLTH;CMH (COMMUNITY MENTAL HEALTH)	EA N	1.00	3,289,437.0000	3,289,437.00

CONTRACT TERM: ORIGINAL AWARD CONTINGENCY APPROVED
07/01/10-12/31/2015

10/11 PREV ENCU \$ 2,207,090
(BPHM06500002)

10/11 PREV ENCU \$ 2,959,437
(BPHM07000074)

10/11 THIS ENCUMB. \$ 5,246,527

11/12 TO ENCUMBER. \$ 11,464,901

12/13 TO ENCUMBER. \$ 11,464,901

13/14 TO ENCUMBER. \$ 11,464,901

CONTRACT TERM: ORIGINAL AWARD CONTINGENCY APPROVED
07/01/10-12/31/2015

14/15 TO ENCUMBER \$11,464,901

15/15 TO ENCUMBER \$ 5,732,451
(6 MONTHS)

TOTAL CONTRACT \$62,005,109 \$7,440,613

TOTAL CONTRACT (PLUS CONTINGENCY): \$69,445,722

LESS: PREV ENCU (BPHM06500002) : (2,207,090)

PREV ENCU (BPHM07000074) : (2,959,437)

NET BLANKET AMOUNT: \$64,279,195

TOTAL ITEMS AMOUNT \$3,289,437.00
SALES TAX \$.00
INVOICE AMOUNT \$3,289,437.00



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COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000279
PO AMOUNT: \$3,289,437.00

SFX INDEX	SUBOBJ USERCODE	PROJECT PRJDTL	GRANT GRNTDTL	AMOUNT
01	HMHMCC730515	02789		3,289,437.00

				3,289,437.00





CONTRACT PURCHASE ORDER RELEASE
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000280
PO AMOUNT: \$1,957,090.00

TO: BAKER PLACES INC
600 TOWNSEND ST #200
SAN FRANCISCO CA 94107-0000

PO PRINT DATE: 12/20/2010

CONTACT: JONATHAN VERNICK
PHONE : 415-864-4655
VENDOR ID: 02779

TERMS: NET
FOB : DEST

ISSUE DATE : 12/23/2010

BPO # : BPHM11000031 <<
EFF. DATE : 07/01/2010
EXP. DATE : 12/31/2015

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

AUTHORIZED SIGNATURE: _____

DATE : 12/20/10
PHONE: _____

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COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000280
PO AMOUNT: \$1,957,090.00

ITEM	COMMODITY ID NAME/SPECS	UOM TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
1	7400-20 SVC,MED/HLTH;CMH (COMMUNITY MENTAL HEALTH)	EA N	1.00	1,957,090.0000	1,957,090.00

CONTRACT TERM: ORIGINAL AWARD CONTINGENCY APPROVED
07/01/10-12/31/2015

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(BPHM06500002)

10/11 PREV ENCU \$ 2,959,437
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(6 MONTHS)

TOTAL CONTRACT \$62,005,109 \$7,440,613

TOTAL CONTRACT (PLUS CONTINGENCY): \$69,445,722

LESS: PREV ENCU (BPHM06500002) : (2,207,090)

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NET BLANKET AMOUNT: \$64,279,195

TOTAL ITEMS AMOUNT \$1,957,090.00
SALES TAX \$.00
INVOICE AMOUNT \$1,957,090.00



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PO NUMBER: DPHM11000280
PO AMOUNT: \$1,957,090.00

SFX INDEX	SUBOBJ USERCODE PROJCT PRJDTL GRANT GRNTDTL	AMOUNT
01	HMHSCCRES227 02789	1,957,090.00

		1,957,090.00





CONTRACT PURCHASE ORDER RELEASE
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000180
PO AMOUNT: \$2,207,090.00

TO: BAKER PLACES INC
600 TOWNSEND ST #200
SAN FRANCISCO

CA 94107-0000

PO PRINT DATE: 08/24/2010

CONTACT: JONATHAN VERNICK
PHONE : 415-864-4655
VENDOR ID: 02779

TERMS: NET
FOB : DEST

ISSUE DATE : 09/01/2010

BPO # : BPHM06500002 <<
EFF. DATE : 07/01/2005
EXP. DATE : 12/31/2010

DELIVER TO: 1380 HOWARD ST 4TH FLOOR
SAN FRANCISCO

CA 94103-0000

AUTHORIZED SIGNATURE: _____

A handwritten signature in blue ink, appearing to be "J. Vernick", written over a horizontal line.

DATE :
PHONE: _____

8/24/2010

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

INVOICE TO: SUBSTANCE ABUSE & FORENSICS (HMI01)
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SAN FRANCISCO

CA 94103-0000

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PO AMOUNT: \$2,207,090.00

ITEM	COMMODITY ID	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
	NAME/SPECS					
1	7400-18 SVC, MED/HLTH; SUBSTANCE ABUSE	EA	N	1.00	2,207,090.0000	2,207,090.00

FOR SUBSTANCE ABUSE PROGRAMS APPROVED AT THE HEALTH COMMISSION
MEETING OF 11/15/05 FOR TWO YEARS.

JULY 1, 2005 THROUGH JUNE 30, 2006 - - - - - \$3,059,543
JULY 1, 2006 THROUGH JUNE 30, 2007 - - - - - 3,059,543
TOTAL: JULY 1, 2005 THROUGH JUNE 30, 2007 - - - - - \$6,119,086
ADD: CONTINGENCY AMOUNT - - - - - 734,290
TOTAL CONTRACT AMOUNT (07/01/05 TO 06/30/07) - - - \$6,853,376
LESS PREV. ENCUMBERED FOR 6 MOS (POHM06000163) - (1,464,484)
BLANKET PURCHASE AMOUNT - - - - - \$5,388,892

TOTAL ITEMS AMOUNT	\$2,207,090.00
SALES TAX	\$.00
INVOICE AMOUNT	\$2,207,090.00



CONTRACT PURCHASE ORDER RELEASE
COMMUNITY MENTAL HEALTH SYSTEM

PO NUMBER: DPHM11000180
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SFX INDEX	SUBOBJ USERCODE	PROJECT PRJDTL	GRANT GRNTDTL	AMOUNT
01	HMHSCCRES227	02789		2,207,090.00

				2,207,090.00



ADPICS/FAMIS - FY 10-11 CITY/COUNTY OF SAN FRANCISCO CONTRACT PURCHASE ORDER INPUT FORM						DOCUMENT NUMBER DPHM11000279 DPHM11000280 BPHM11000031		DEPARTMENT . 82 Mental Health & Substance Abuse DEPARTMENT CONTROL NO. HM-1-6995-MH/SA DATE 10/25/2010 PAGE 1 OF 1 ORIGINAL CONTRACT NUMBER PERIOD COVERED FROM 07/01/10 TO 06/30/11																																																																																
Complete for Contract Order type Agreements and Contracts AMOUNT OF THIS ENCUMBRANCE = \$5,246,527 OTHER DEPARTMENT INFORMATION OR N/A:						TOTAL APPROVED CONTRACT \$ 69,445,722 CIVIL SERVICE RESOLUTION NO.:																																																																																		
CMS # 6995						4153-09/10 & 4154-09/10																																																																																		
CONTRACTOR: Baker Places, Inc. ADDRESS: 600 Townsend Street, Suite 200 San Francisco, CA 94107						VENDOR NO. 02779 SUFFIX 01 FURNISHING No. 94-1694551 Phone # (415) 864-4655		DELIVER TO: Same		SEND INVOICES IN DUPLICATE TO: (Inter-Office) PH&P Accounting Office 1380 Howard St., Rm. 447 San Francisco, CA 94103																																																																														
TERMS OF PAYMENT Monthly						RETAINAGE REQUIRED, YES/NO: NO IF YES, AMOUNT OR %																																																																																		
COMMODITY OR SERVICE CODE # 7400-20 (CMHS) PROFSERV -- BID						DETAILED DESCRIPTION OF SERVICES AND PRODUCTS 10-11 New Contract under RFP 23-2009 per Award Letter dated September 28, 2010.																																																																																		
						<table border="1"><thead><tr><th>Contract Term:</th><th>Original Award:</th><th>Contingency Approved</th><th>Contingency Used</th><th>Encumb. Total</th><th>Contingency Still Avail.</th><th>Blanket Total</th></tr></thead><tbody><tr><td>07/01/10-12/31/2015</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>10/11 Prev Encu (BPHM06500002)</td><td>2,207,090</td><td></td><td></td><td>2,207,090</td><td></td><td></td></tr><tr><td>10/11 Prev Encu (BPHM07000074)</td><td>2,959,437</td><td></td><td></td><td>2,959,437</td><td></td><td></td></tr><tr><td>10/11 This Encumb</td><td>\$5,246,527</td><td></td><td></td><td>\$5,246,527</td><td></td><td></td></tr><tr><td>11/12 To Encumber</td><td>\$11,464,901</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>12/13 To Encumber</td><td>\$11,464,901</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>13/14 To Encumber</td><td>\$11,464,901</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>14/15 To Encumber</td><td>\$11,464,901</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>15/15 To Encumber (6 mos)</td><td>\$5,732,451</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Total contract</td><td>\$62,005,109</td><td>\$ 7,440,613</td><td>\$ -</td><td>\$ 2,372,566</td><td>\$ 7,440,613</td><td>\$ 69,445,722</td></tr></tbody></table>						Contract Term:	Original Award:	Contingency Approved	Contingency Used	Encumb. Total	Contingency Still Avail.	Blanket Total	07/01/10-12/31/2015							10/11 Prev Encu (BPHM06500002)	2,207,090			2,207,090			10/11 Prev Encu (BPHM07000074)	2,959,437			2,959,437			10/11 This Encumb	\$5,246,527			\$5,246,527			11/12 To Encumber	\$11,464,901						12/13 To Encumber	\$11,464,901						13/14 To Encumber	\$11,464,901						14/15 To Encumber	\$11,464,901						15/15 To Encumber (6 mos)	\$5,732,451						Total contract	\$62,005,109	\$ 7,440,613	\$ -	\$ 2,372,566	\$ 7,440,613	\$ 69,445,722
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APPROVED BY (Print) Elizabeth Apana Senior Administrative Analyst Phone # 255-3621 Fax # 252-3088						APPROVALS BOARD OR COMMISSION REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY CONTROLLER																																																																																		
APPROVED BY (Signature) (Print Name)						need to																																																																																		
Line Document Number						Project Grant																																																																																		
No.	Number	Suffix	Amount	Index Code	Sub-Object	User Code	Project	Project Detail	Grant	Grant Detail																																																																														
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**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and
Baker Places, Incorporated**

This Agreement is made this 1st day of July, 2010, in the City and County of San Francisco, State of California, by and between, Baker Places, Incorporated, 600 Townsend Street, Suite 200, San Francisco, California 94107 hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

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

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers 4153-09/10 and 4154-09/10 on 09/25/2009;

Now, THEREFORE, the parties agree as follows:

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

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

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

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

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in monthly payments on or before the 1st day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Sixty Nine Million Four Hundred Forty Five Thousand Seven Hundred Twenty Two Dollars (\$69,445,722.)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

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

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

possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

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

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

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

14. Independent Contractor; Payment of Taxes and Other Expenses

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

Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

15. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

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

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

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

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

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

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

8. Submitting False Claims; Monetary Penalties.
10. Taxes
15. Insurance
24. Proprietary or confidential information of City
30. Assignment

37. Drug-free workplace policy,
53. Compliance with laws
55. Supervision of minors
57. Protection of private information
58. Graffiti removal

And, item 1 of Appendix D attached to this Agreement

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

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

1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

3) Terminating all existing orders and subcontracts.

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

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

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

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

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

1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

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

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

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

- | | |
|---|---|
| 8. Submitting False Claims; Monetary Penalties. | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement. |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of private information |
| 24. Proprietary or confidential information of City | And, item 1 of Appendix D attached to this Agreement. |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

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

24. Proprietary or Confidential Information of City

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

b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services

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

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

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

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

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, Room 442 San Francisco, California 94103	FAX: (415) 252-3088 e-mail: Elizabeth.apana@sfdph.org
And:	Stephen Banuelos CBHS, Business Office 1380 Howard Street, 5 th Floor San Francisco, California 94013	FAX: (415) 255-3567 e-mail: Stephen.banuelos@sfdph.org
To CONTRACTOR:	Baker Places, Incorporated 600 Townsend Street, #200 San Francisco, California 94110	FAX: (415) 869-6623 e-mail: jvernick@bakerplaces.org

Any notice of default must be sent by registered mail.

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

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

28. Audit and Inspection of Records

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

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

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

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

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

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

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

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC CMS# 6995

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

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor,

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applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the CMS# 6995

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

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

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

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

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CMS# 6995

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors. Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

56. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable; then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private

property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Effective June 1, 2007 Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

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

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

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

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

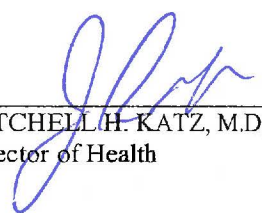
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Baker Places, Incorporated



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

11-5-10


Date

Approved as to Form:

Dennis J. Herrera
City Attorney

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

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

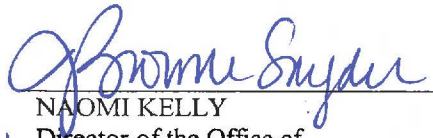
By: 

TERENCE HOWZELL
Deputy City Attorney

11/15/10

Date

Approved:

6 

NAOMI KELLY
Director of the Office of
Contract Administration and
Purchaser

12/15/10

Date



JONATHAN VERNICK
Executive Director
600 Townsend Street, Suite 200E
San Francisco, California 94103

11/15/10

Date

City vendor number: 02779

Appendices

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

- I: Privacy Policy Compliance

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21 of 21

Baker Places, Incorporated
July 1, 2010

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Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs listed in Section 2 of Appendix A, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.

G. San Francisco Residents Only:

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. Under-Utilization Reports:

For any quarter that Contractor maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, Contractor shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

N. Quality Assurance:

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

- 1) Staff evaluations completed on an annual basis.
- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Assurance Plan.

Other Miscellaneous Optional Provisions:

O. Compliance With Grant Award Notices:

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

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

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 AILP

Appendix A-2 Odyssey House

Appendix A-3 Grove Street House

Appendix A-4a Baker Street House

Appendix A-4b Robertson Place

Appendix A-4c Jo Ruffin Place

Appendix A-4d San Jose Place

Appendix A-5 Acceptance Place

Appendix A-6 Joe Healy Medical Detox

1. AGENCY AND PROGRAM IDENTIFICATION

Baker Places, Inc.
Assisted Independent Living Program (AILP)
120 Page Street
San Francisco, CA 94102
415-255-6544 - phone
415-255-7726 – fax

2. NATURE OF DOCUMENT

This is a new contract.

3. GOAL STATEMENT

AILP, a Supported Housing Program, aims to reduce CBHS clients' inpatient and crisis service utilization by successfully providing short-term and long-term supported housing, mental health services and case management, within a social rehabilitation framework and for adults with serious and persistent mental health disorders. The milieu will consist of a structured environment, which promotes the development of independent, social, survival skill and community support systems.

4. TARGET POPULATION

The target population is eligible clients in the System of Care, following criteria for admission to care specified by CBHS. AILP serves adult residents of San Francisco referred through the mechanism of the CBHS System of Care, who have a demonstrated need for transitional residential treatment due to a chronic and profound mental health problem, including those with the co-factors of substance use disorders. Clients who are residing in San Francisco General Hospital, IMD facilities or other institutional systems of care will be prioritized for admission and treatment.

5. MODALITIES / INTERVENTIONS

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Case Management/Brokerage: Case Management/Brokerage means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

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

Crisis Intervention: Crisis Intervention means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy.

6. METHODOLOGY

Program services will be delivered in the context of the following:

- A common definition of medical necessity for the level of care
- The CBHS Access System
- The use of common admission and discharge criteria for the level of care
- Systemwide standards of accountability based on cost, access, quality and outcomes.
- A behavioral health model, utilizing harm reduction strategies to achieve mental health and substance use rehabilitation, and wellness theory and practices.

A. The intake, placement and movement of clients into and within the Baker Places system of care will be orchestrated by the Baker Places Intake and Placement Unit staff, who will liaison with the CBHS Placement Unit. Intake staff will visit SFGH daily for a morning meeting and will, wherever possible, conduct a face-to-face interview with referred clients in the hospital and/or in the ADU's, as a means to maximize the probability of successful linkage with the program.

B. AILP provides a psychosocial rehabilitation milieu, incorporating interventions and techniques of both mental health and substance abuse treatment strategies, where clients can develop practical social and survival skills with the support of staff and peers.

The program is designed to use the practical realities of group living to foster clients' strengths, self-esteem and sense of responsibility while encouraging them to test new skills and change old patterns. The staff consciously uses the resident peer group and home-like environment as the primary agents of treatment.

Individual and group counseling, daily living skills training, coordination of services and discharge planning with residential staff are provided. This intensive effort helps to facilitate client movement from transitional residential programs to more autonomous and productive functioning in the community.

C. AILP provides in-house substance abuse education and dual-disorder therapy groups, the availability of urine screening through a laboratory service and specific individual client contracts focused on regular AA and NA attendance in the community following their first phase of treatment.

7. OBJECTIVES AND MEASUREMENTS

Individualized Objective #1: By 1/4/11 Baker Places will develop a PURQC plan to review AILP clients' charts and services; the plan must also have CBHS SOC Program Manager approval by this date.

Individualized Objective #2: By 4/1/11 Baker Places will implement a PURQC plan and procedures to review AILP clients' charts and services.

A. PERFORMANCE / OUTCOME OBJECTIVES

Objective A.1: Reduce Psychiatric Symptoms

Objective A.1.d. After the first 60 days of enrollment, no more than 10% of clients will have a psychiatric hospitalization while in supported housing programs.

Objective A.1e. 75% of clients who have been served for 2 months or more will have met or partially met 50% of their treatment goals at discharge.

Objective A.1.l Provider will ensure that all clinicians who provide mental health services are certified in the use of the ANSA. New employees will complete ANSA certification within 30 days of hire.

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

Objective A.3: Increase Stable Living Environment

A.3a. 35% of clients who were homeless when they entered treatment will be in a more stable living situation after one year of treatment.

Objective B.1 Access to Services

B.1.a. 50% of uninsured active clients, with a DSM-IV diagnosis code that likely indicates disability, who are open in the program as of July 1, 2010, will have SSI applications submitted by June 30, 2011.

Objective B.2: Collect Client Outcomes

B.2.a. During Fiscal 2010-11, 70% of treatment episodes will show 3 or more service days of treatment within 60 days of admission as measured by BIS indicating clients engaged in the treatment process.

Objective C.2. Client Outcomes Data Collection

C.2.a. For clients on atypical antipsychotics, at least 50% will have a metabolic monitoring per American Diabetes Association/APA Guidelines for the Use of Atypical Antipsychotics in Adults, documented in CBHS AVATAR Health Monitoring.

Objective F.1. Health Disparity in African Americans

F.1.a. Metabolic screening (height, weight, blood pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

F.1.c. 75% of clients who are in treatment longer than 90 days will have, upon discharge, an identified primary care provider, as documented in AVATAR.

Objective G.1. Alcohol Use & Dependency

G.1.a. Information on self-help alcohol and drug addiction recovery groups will be kept on prominent display and distributed to clients and families when appropriate at all program sites.

G.1.b. Provider will develop clinically appropriate interventions (evidence-based practices or practice-based evidence) to meet the needs of the specific population served, and to inform the SOC program managers about the interventions.

Objective H.1. Planning for Performance Objectives FY2011-2012

H.1.a. Provider will remove any barriers to accessing services by African American individuals and families. SOC, Program Review and QI units will provide feedback to contractor via new clients survey

with suggested interventions. Provider will establish performance improvement objective for the following year based on feedback from the survey.

H.1.b. Provider will promote engagement and remove barriers to retention by African American individuals and families. Program Evaluation Unit will provide feedback to contractor based on client retention data. The contractor/program will establish performance improvement objective for the following year based on that data.

8. CONTINUOUS QUALITY IMPROVEMENT

Baker Places collects demographic information on all clients at admission and discharge with a standardized form. With the development of our own computerized database, the agency's clinical managers are able to access information for treatment planning, allocation of resources and research. Reports on referrals and outcome from this database are used to evaluate the attainment of contract objectives.

Weekly clinical supervision of each staff member provides the Program Director with a means to evaluate clinical services and the quality of individual treatment plans, which are formulated in concrete, behavioral terms that can be observed and measured. These evaluations are presented and reviewed in weekly supervision of the Program Director by the Division Director and in group supervision of all Program Directors twice monthly. The results of these meetings, supervisions and evaluations will be translated to the program's CQI plan as objectives to be met within the fiscal year.

Baker Places agrees to abide by the most current CBHS Quality Management Plan, as well as all applicable CA DSS Community Care Licensing and CA Department of Mental Health program certification standards. In doing so, Baker Places will develop a PURQC and procedures to review AILP clients' charts and services (see individualized objectives #1 & 2.).

1. AGENCY AND PROGRAM IDENTIFICATION

Baker Places, Inc.
Odyssey House
484 Oak Street
San Francisco CA 94115
415.626.5199

2. NATURE OF DOCUMENT

This is a new contract.

3. GOAL STATEMENT

Odyssey House, a Supported Housing Program, aims to reduce CBHS clients' inpatient and crisis service utilization by successfully providing permanent, staffed housing, mental health services and case management, within a social rehabilitation framework and African-American focus, for adults with serious and persistent mental health disorders. The milieu will consist of a structured environment, which promotes the development of independent, social, survival skill and community support systems.

4. TARGET POPULATION

The target population is eligible clients in the System of Care, following criteria for admission to care specified by CBHS. Odyssey House serves adult residents of San Francisco referred through the mechanism of the CBHS System of Care, who have a demonstrated need for transitional residential treatment due to a chronic and profound mental health problem, including those with the co-factors of substance use disorders. Clients who are residing in San Francisco General Hospital, IMD facilities or other institutional systems of care will be prioritized for admission and treatment.

5. MODALITIES / INTERVENTIONS

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Case Management/Brokerage: Case Management/Brokerage means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

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

Crisis Intervention: Crisis Intervention means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy.

6. METHODOLOGY

Program services will be delivered in the context of the following:

- A common definition of medical necessity for the level of care
- The CBHS Access System
- The use of common admission and discharge criteria for the level of care
- Systemwide standards of accountability based on cost, access, quality and outcomes.
- A behavioral health model, utilizing harm reduction strategies to achieve mental health and substance use rehabilitation, and wellness theory and practices.

A. The intake, placement and movement of clients into and within the Baker Places system of care will be orchestrated by the Baker Places Intake and Placement Unit staff, which will liaison with the CBHS Placement Unit. Intake staff will visit SFGH daily for a morning meeting and will, wherever possible, conduct a face-to-face interview with referred clients in the hospital, ADU or transitional program as a means to maximize the probability of successful linkage with the program.

B. Odyssey House provides a psychosocial rehabilitation milieu, incorporating interventions and techniques of both mental health and substance abuse treatment strategies, where clients can develop practical social and survival skills with the support of staff and peers.

The program is designed to use the practical realities of group living to foster clients' strengths, self-esteem and sense of responsibility while encouraging them to test new skills and change old patterns. The staff consciously uses the resident peer group and home-like environment as the primary agents of treatment.

Individual and group counseling, daily living skills training, coordination of services and discharge planning with residential staff are provided. This intensive effort helps to facilitate client movement from transitional residential programs to more autonomous and productive functioning in the community.

C. Odyssey House provides in-house substance abuse education and therapy groups, the availability of urine screening through a laboratory service and specific individual client contracts focused on regular AA and NA attendance in the community following their first phase of treatment.

7. OBJECTIVES AND MEASUREMENTS

A. PERFORMANCE / OUTCOME OBJECTIVES

Individualized Objective #1: By 1/4/11 Baker Places will develop a PURQC plan to review Odyssey House clients' charts and services; the plan must also have CBHS SOC Program Manager approval by this date.

Individualized Objective #2: By 4/1/11 Baker Places will implement a PURQC plan and procedures to review Odyssey House clients' charts and services.

Objective A.1: Reduce Psychiatric Symptoms

Objective A.1e. 75% of clients who have been served for 2 months or more will have met or partially met 50% of their treatment goals at discharge.

Objective A.1.l Provider will ensure that all clinicians who provide mental health services are certified in the use of the ANSA. New employees will complete ANSA certification within 30 days of hire.

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

Objective A.3: Increase Stable Living Environment

A.3a. 35% of clients who were homeless when they entered treatment will be in a more stable living situation after one year of treatment.

Objective B.1 Access to Services

B.1.a. 50% of uninsured active clients, with a DSM-IV diagnosis code that likely indicates disability, who are open in the program as of July 1, 2010, will have SSI applications submitted by June 30, 2011.

Objective B.2: Collect Client Outcomes

B.2.a. During Fiscal 2010-11, 70% of treatment episodes will show 3 or more service days of treatment within 60 days of admission as measured by BIS indicating clients engaged in the treatment process.

Objective C.2. Client Outcomes Data Collection

C.2.a. For clients on atypical antipsychotics, at least 50% will have a metabolic monitoring per American Diabetes Association/APA Guidelines for the Use of Atypical Antipsychotics in Adults, documented in CBHS AVATAR Health Monitoring.

Objective F.1. Health Disparity in African Americans

F.1.a. Metabolic screening (height, weight, blood pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

F.1.c. 75% of clients who are in treatment longer than 90 days will have, upon discharge, an identified primary care provider, as documented in AVATAR.

Objective G.1. Alcohol Use & Dependency

G.1.a. Information on self-help alcohol and drug addiction recovery groups will be kept on prominent display and distributed to clients and families when appropriate at all program sites.

G.1.b. Provider will develop clinically appropriate interventions (evidence-based practices or practice-based evidence) to meet the needs of the specific population served, and to inform the SOC program managers about the interventions.

Objective H.1. Planning for Performance Objectives FY2011-2012

H.1.a. Provider will remove any barriers to accessing services by African American individuals and families. SOC, Program Review and QI units will provide feedback to contractor via new clients survey with suggested interventions. Provider will establish performance improvement objective for the following year based on feedback from the survey.

H.1.b. Provider will promote engagement and remove barriers to retention by African American individuals and families. Program Evaluation Unit will provide feedback to contractor based on client retention data. The contractor/program will establish performance improvement objective for the following year based on that data.

8. CONTINUOUS QUALITY IMPROVEMENT

Baker Places collects demographic information on all clients at admission and discharge with a standardized form. With the development of our own computerized database, the agency's clinical managers are able to access information for treatment planning, allocation of resources and research. Reports on referrals and outcome from this database are used to evaluate the attainment of contract objectives.

Weekly clinical supervision of each staff member provides the Program Director with a means to evaluate clinical services and the quality of individual treatment plans, which are formulated in concrete, behavioral terms that can be observed and measured. These evaluations are presented and reviewed in weekly supervision of the Program Director by the Division Director and in group supervision of all Program Directors twice monthly. The results of these meetings, supervisions and evaluations are incorporated into the programs CQI plan, as goals and objectives to be achieved in the current fiscal year.

Baker Places agrees to abide by the most current CBHS Quality Management Plan, as well as all applicable CA DSS Community Care Licensing and CA Department of Mental Health program certification standards. In doing so, Baker Places will develop a PURQC and procedures to review Odyssey House clients' charts and services (see individualized objectives #1 & 2.).

1. AGENCY AND PROGRAM IDENTIFICATION

Baker Places, Inc.
Grove Street House
2157 Grove Street
San Francisco CA 94117
415.387.2275

2. NATURE OF DOCUMENT

This is a new contract.

3. GOAL STATEMENT

Grove Street House, a Crisis Residential Program, aims to reduce CBHS clients' utilization of inpatient services by successfully providing an integrated, crisis resolution and stabilization treatment approach within a social milieu that will support clients in all areas of their mental health and substance use.

4. TARGET POPULATION

The target population is eligible clients in the System of Care, following criteria for admission to care specified by CBHS. Grove Street House serves adult residents of San Francisco referred through the mechanism of the CBHS System of Care, who have a demonstrated need for crisis residential treatment due to a chronic and profound mental health problem, including those with the co-factors of substance use disorders. Clients who are residing in San Francisco General Hospital, IMD facilities or other institutional systems of care will be prioritized for admission and treatment.

5. MODALITIES / INTERVENTIONS

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Crisis Residential Treatment Service: Therapeutic or rehabilitative services, provided in a non-institutional, residential setting, which provides a structured program for beneficiaries as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not present medical complications requiring nursing care. The service supports beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems. The service is available 24 hours a day, seven days a week. Service activities may include assessment, plan development, therapy, rehabilitation, collateral and crisis intervention.

Medication Support Services: Services that include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the beneficiary.

6. METHODOLOGY

Program services will be delivered in the context of the following:

- A common definition of medical necessity for the level of care

- The CBHS Access System
- The use of common admission and discharge criteria for the level of care
- Systemwide standards of accountability based on cost, access, quality and outcomes.
- A behavioral health model, utilizing harm reduction strategies to achieve mental health and substance use rehabilitation, and wellness theory and practices.

A. The intake, placement and movement of clients into and within the Baker Places system of care will be orchestrated by the Baker Places Intake and Placement Unit staff, who will liaison with CBHS Placement Unit. Intake staff will visit SFGH daily for a morning meeting and will, wherever possible, conduct a face-to-face interview with referred clients in the hospital and/or in the ADU, as a means to maximize the probability of successful linkage with the program.

B. Grove Street House provides a psychosocial rehabilitation milieu, incorporating interventions and techniques of both mental health and substance abuse treatment strategies, where clients can develop practical social and survival skills with the support of staff and peers.

The program is designed to use the practical realities of group living to foster clients' strengths, self-esteem and sense of responsibility while encouraging them to test new skills and change old patterns. The staff consciously uses the resident peer group and home-like environment as the primary agents of treatment.

Individual and group counseling, daily living skills training, coordination of services and discharge planning with residential staff are provided. This intensive effort helps to facilitate client movement from transitional residential programs to more autonomous and productive functioning in the community.

C. Grove Street House provides in-house substance abuse education and therapy groups, the availability of urine screening through a laboratory service and specific individual client contracts focused on regular AA and NA attendance in the community following their first phase of treatment.

7. OBJECTIVES AND MEASUREMENTS

A. PERFORMANCE / OUTCOME OBJECTIVES

Objective A.1: Reduce Psychiatric Symptoms

Individual Objective A.1: Of those clients who have been in the program for a continuous 40 days or more, 80% will be discharged to a less restrictive level of care within one day of their Grove Street discharge date. Less restrictive levels of care are programs other than inpatient, long-term care, crisis stabilization, or ADU.

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

Objective A.1.e. 75% of clients who have been served for 2 months or more will have met or partially met 50% of their treatment goals at discharge.

Objective A.1.1 Provider will ensure that all clinicians who provide mental health services are certified in the use of the ANSA. New employees will complete ANSA certification within 30 days of hire.

Objective B.2: Collect Client Outcomes

B.2.a. During Fiscal 2010-11, 70% of treatment episodes will show 3 or more service days of treatment within 60 days of admission as measured by BIS indicating clients engaged in the treatment process.

Objective C.2. Client Outcomes Data Collection

C.2.a. For clients on atypical antipsychotics, at least 50% will have a metabolic monitoring per American Diabetes Association/APA Guidelines for the Use of Atypical Antipsychotics in Adults, documented in CBHS AVATAR Health Monitoring.

Objective F.1. Health Disparity in African Americans

F.1.a. Metabolic screening (height, weight, blood pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

F.1.c. 75% of clients who are in treatment longer than 90 days will have, upon discharge, an identified primary care provider, as documented in AVATAR.

Objective G.1. Alcohol Use & Dependency

G.1.a. Information on self-help alcohol and drug addiction recovery groups will be kept on prominent display and distributed to clients and families when appropriate at all program sites.

G.1.b. Provider will develop clinically appropriate interventions (evidence-based practices or practice-based evidence) to meet the needs of the specific population served, and to inform the SOC program managers about the interventions.

Objective H.1. Planning for Performance Objectives FY2011-2012

H.1.a. Provider will remove any barriers to accessing services by African American individuals and families. SOC, Program Review and QI units will provide feedback to contractor via new clients survey with suggested interventions. Provider will establish performance improvement objective for the following year based on feedback from the survey.

H.1.b. Provider will promote engagement and remove barriers to retention by African American individuals and families. Program Evaluation Unit will provide feedback to contractor based on client retention data and will establish performance improvement objective for the following year based on that data.

8. CONTINUOUS QUALITY IMPROVEMENT

Baker Places collects demographic information on all clients at admission and discharge with a standardized form. With the development of our own computerized database, the agency's clinical managers are able to access information for treatment planning, allocation of resources and research. Reports on referrals and outcome from this database are used to evaluate the attainment of contract objectives.

Weekly clinical supervision of each staff member provides the Program Director with a means to evaluate clinical services and the quality of individual treatment plans, which are formulated in concrete, behavioral terms that can be observed and measured. These evaluations are presented and reviewed in weekly supervision of the Program Director by the Division Director and in group supervision of all Program Directors twice monthly. The results of these meetings, supervisions and evaluations are translated into CQI goals and objectives to be achieved within the current fiscal year.

Baker Places agrees to abide by the most current CBHS Quality Management Plan, as well as all applicable CA DSS Community Care Licensing and CA Department of Mental Health program certification standards. This includes following a client length of stay as determined by the UR of the DPH Placement Team. Such UR approval will also be required for reimbursement.

plan development related to the prescribing and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness.

Day Rehabilitation: A structured program of rehabilitation and therapy to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development, which provides services to a distinct group of beneficiaries and is available at least 3 hours and less than 24 hours each day the program is open. Service activities may include but are not limited to, assessment, plan development, therapy, rehabilitation and collateral.

6. METHODOLOGY

Program services will be delivered in the context of the following:

- A common definition of medical necessity for the level of care
- The CBHS Access System
- The use of common admission and discharge criteria for the level of care
- Systemwide standards of accountability based on cost, access, quality and outcomes.
- A welcoming, behavioral health model, utilizing harm reduction strategies to achieve mental health and substance use rehabilitation, and wellness theory and practices.

A. The intake, placement and movement of clients into and within the Baker Places system of care will be orchestrated by the Baker Places Intake and Placement Unit staff, who will liaison with CBHS Placement Unit. Intake staff will visit SFGH daily for a morning meeting and will, wherever possible, conduct a face-to-face interview with referred clients in the hospital and/or in the ADU's, jail or other institutional setting, as a means to maximize the probability of successful linkage with the program.

B. The TRTPs provide a psychosocial rehabilitation milieu, incorporating interventions and techniques of both mental health and substance abuse treatment strategies, where clients can develop practical social and survival skills with the support of staff and peers.

The programs are designed to use the practical realities of group living to foster clients' strengths, self-esteem and sense of responsibility while encouraging them to test new skills and change old patterns. The staff consciously uses the resident peer group and home-like environment as the primary agents of treatment.

Individual and group counseling, daily living skills training, coordination of services and discharge planning with residential staff are provided. This intensive effort helps to facilitate client movement from transitional residential programs to more autonomous and productive functioning in the community.

C. The TRTPs provide in-house substance abuse groups, the availability of urine screening through a laboratory service and specific individual client contracts that focus on regular AA and NA attendance in the community.

7. OBJECTIVES AND MEASUREMENTS

A. PERFORMANCE / OUTCOME OBJECTIVES

Objective A.1: Reduce Psychiatric Symptoms

Objective A.1.a. The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-2011 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-2010. This is applicable only to clients opened to the program no later than July 1, 2010. Data collected for July 2010 – June 2011 will be compared with the data collected in July 2009 – June 2010. Programs will be exempt from

1. PROGRAM IDENTIFICATION

4a. Baker Street House and Day Treatment

730 Baker Street
San Francisco CA 94115
415.567.1498

4b. Robertson Place and Day Treatment

921 Lincoln Way
San Francisco CA 94122
Telephone: 415.664.4876

4c. Jo Ruffin Place and Day Treatment

333 7th Street
San Francisco CA 94103
415-262-1853

4d. San Jose Place and Day Treatment

673 San Jose Ave
San Francisco CA 94110
415-282-3789

2. NATURE OF DOCUMENT

This is a new contract.

3. GOAL STATEMENT

The Baker Places Transitional Residential Treatment Programs (TRTP) aim to reduce CBHS clients' utilization of crisis and inpatient services by successfully providing an integrated, psychosocial rehabilitation and recovery approach within a social milieu that will support clients in all areas of their mental health and substance use. Robertson Place, Jo Ruffin Place, and San Jose Place provide day treatment as part of the overall approach to assisting clients in developing and maintaining skills for survival, personal self-care and symptom management.

4. TARGET POPULATION

The target population is eligible clients in the System of Care, following criteria for admission to care specified by CBHS. The TRTPs serve adult residents of San Francisco referred and approved by the CBHS Placement Team, who have a demonstrated need for transitional residential treatment due to chronic and profound mental health problems, including those with the co-factors of substance use disorders. Clients who are residing in San Francisco General Hospital, IMD facilities or other institutional systems of care are prioritized for admission and treatment.

5. MODALITIES / INTERVENTIONS

A. Modality of Services/Interventions: See CRDC.

B. Definition of Billable Services

Adult Residential Treatment Service: Rehabilitative services, provided in a non-institutional, residential setting, which provides a therapeutic community including a range of activities and services for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral and, as necessary, evaluation of the need for medications and

meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Objective A.1.c Of those clients who have been in the program for a continuous 60 days or more, 80% will have had at least one outpatient (mode 15) service from a different provider during their Transitional Residential Treatment Program (TRTP) stay or within 3 days of their TRTP discharge date.

Objective A.1e. 75% of clients who have been served for 2 months or more will have met or partially met 50% of their treatment goals at discharge.

Objective A.1.l Provider will ensure that all clinicians who provide mental health services are certified in the use of the ANSA. New employees will complete ANSA certification within 30 days of hire.

Objective B.2: Collect Client Outcomes

B.2.a. During Fiscal 2010-11, 70% of treatment episodes will show 3 or more service days of treatment within 60 days of admission as measured by BIS indicating clients engaged in the treatment process.

Objective C.2. Client Outcomes Data Collection

C.2.a. For clients on atypical antipsychotics, at least 50% will have a metabolic monitoring per American Diabetes Association/APA Guidelines for the Use of Atypical Antipsychotics in Adults, documented in CBHS AVATAR Health Monitoring.

Objective F.1. Health Disparity in African Americans

F.1.a. Metabolic screening (height, weight, blood pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

F.1.c. 75% of clients who are in treatment longer than 90 days will have, upon discharge, an identified primary care provider, as documented in AVATAR.

Objective G.1. Alcohol Use & Dependency

G.1.a. Information on self-help alcohol and drug addiction recovery groups will be kept on prominent display and distributed to clients and families when appropriate at all program sites.

G.1.b. Provider will develop clinically appropriate interventions (evidence-based practices or practice-based evidence) to meet the needs of the specific population served, and to inform the SOC program managers about the interventions.

Objective H.1. Planning for Performance Objectives FY2011-2012

H.1.a. Provider will remove any barriers to accessing services by African American individuals and families. SOC, Program Review and QI units will provide feedback to contractor via new clients survey with suggested interventions. Provider will establish performance improvement objective for the following year based on feedback from the survey.

H.1.b. Provider will promote engagement and remove barriers to retention by African American individuals and families. Program Evaluation Unit will provide feedback to contractor based on client

retention data and will establish performance improvement objective for the following year based on that data.

8. CONTINUOUS QUALITY IMPROVEMENT

Baker Places collects demographic information on all clients at admission and discharge with a standardized form. With the development of our own computerized database, the agency's clinical managers are able to access information for treatment planning, allocation of resources and research. Reports on referrals and outcome from this database are used to evaluate the attainment of contract objectives.

Weekly clinical supervision of each staff member provides the Program Director with a means to evaluate clinical services and the quality of individual treatment plans, which are formulated in concrete, behavioral terms that can be observed and measured. These evaluations are presented and reviewed in weekly supervision of the Program Director by the Division Director and in group supervision of all Program Directors twice monthly. The results of these meetings, supervisions and evaluations are incorporated into the programs CQI plan, as goals and objectives to be achieved in the current fiscal year.

Baker Places agrees to abide by the most current CBHS Quality Management Plan, as well as all applicable CA DSS Community Care Licensing and CA Department of Mental Health program certification standards. This includes following a client length of stay as determined by the UR of the DPH Placement Team. Such UR approval will also be required for reimbursement.

1. AGENCY AND PROGRAM IDENTIFICATION

Baker Places, Inc. (BP)
Acceptance Place
1326 4th Avenue
San Francisco, CA 94122
(415) 665-2080
(415) 665-4782 Fax

NATURE OF DOCUMENT

This is a new contract.

GOAL STATEMENT

Acceptance Place aims to reduce the impact of chemical dependency in the population of gay and bisexual men, by successfully implementing a 90-day, structured, residential treatment program based on a psychosocial rehabilitation model.

4. TARGET POPULATION

The target population is San Francisco residents who are abusing, addicted to or at risk of addiction to alcohol and other drugs.

Adults, 18 years of age or older

Men

Gay/bisexual

5. MODALITY / INTERVENTIONS

Modality of Services / Interventions

The program provides residential Drug & Alcohol treatment services.

Description of Billable Services

The unit of service is a 24-hour bed-day. One unit of service equals a participant occupation of a bed for a 24-hour period. This includes a minimum of 20 hours of alcohol and other drug recovery services per week.

6. METHODOLOGY

Description: Acceptance Place is a 10-bed residential treatment program with strategies developed for and focused on working with gay and bisexual men who wish to recover from addiction to alcohol and other drugs. Based on a harm-reduction philosophy, Acceptance Place encourages sobriety as a goal, while understanding that relapse is an event that informs treatment planning and is not, by itself cause for discharge from the program. Average length of stay is 60 days; maximum length of stay is 90 days. Criteria for successful completion are outlined below. Clients will be referred to more appropriate settings, including Baker Places' detoxification program and/or SFGH, if one or more of following conditions are present: (1) withdrawal symptoms that require medical supervision, (2) physical conditions that require medical supervision, (3) clients assessed to actively be a threat to themselves or others.

Strategies: The admission process begins with an initial interview during which the intake counselor elicits a general history of past substance abuse and treatment attempts, assesses psychosocial stresses, and gives an overall view of services provided. The program staff use individualized recovery planning in a peer-group community to provide a comprehensive, multi-dimensional, client centered approach to addiction recovery.

Clear expectations about the nature of the program and commitment required are communicated upon admission, and are embodied in a contract signed upon entry.

The social rehabilitation model of recovery relies on the community as a major catalyst for change; and all residents

are expected to participate in program groups, community decisions, management of the household, and outside recovery groups or meetings. Under the general supervision of the staff, the residents are responsible for the ongoing operations of their recovery home, including chores, maintenance, and household community dynamics

A detailed assessment will be conducted at Intake and Admission. This will include:

Addiction Assessment: This will include a history of alcohol and other drug abuse, primary drugs of choice, frequency of abuse, and treatment history (i.e., methadone)

Psychosocial Assessment: A more in-depth psychosocial and vocational assessment will collect information on: family dynamics, financial support, job skills and history, arrest record, housing status, HIV awareness, attitudes towards substance abuse, etc.

Cultural and Special Needs: This includes language capabilities, immigration status and experience, etc.

In addition to assessing clients, this phase will stabilize client withdrawal symptoms and begin to educate clients about their disorders and symptoms through the development of an individual treatment plan. Clients with higher-risk medical conditions (i.e., AIDS, diabetes, etc.) and psychiatric conditions will be monitored more closely to assure stability, monitor medications, and manage symptoms from withdrawal. Residential staff will be assigned to clients as Primary Counselors immediately upon program entry. Primary Counselors will provide on-going support to clients as they progress through treatment, acting as role models and mentors to build the trust and continuity necessary to motivate clients to remain in treatment and use support services.

Individual Service Plans: Each client and his/her Counselor will develop an individual treatment plan that details a set of specific objectives that also serve as benchmarks or phases that clients move through as they progress through the program. Plans will be reviewed as clients complete treatment objectives and move into new phases.

Schedule: A full range of groups will comprise the core structured day activities. A sample weekly schedule is attached at the end of this narrative. Interventions will be goal-oriented and pragmatic and address the full range of issues associated with addiction.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7:00 am		Wake-up	Wake-up	Wake-up	Wake-up	Wake-up	
8:00am		Chores, meds, breakfast	Chores, meds, breakfast	Chores, meds, breakfast	Chores, meds, breakfast	Chores, meds, breakfast	
9:00- 9:50		Process Group	Process Group	Process Group	Process Group	Process Group	
10:00- 1050		Men's Issues	Library	Shopping Oversight	Managing Health Issues	Clint Council	Double scrub
11:00- 11:50	Lunch & Meds	Exercise Group	Library	Shopping	Exercise Group	High Noon/ Exercise Group	Double Scrub
12 noon- 1pm	Activity	Lunch & Meds	Lunch & Meds	Lunch & Meds	Lunch & Meds	High Noon	Lunch & Meds
1pm- 2pm	Activity	Art Therapy	Film (Staff Meeting)	Codependency and recovery	Substance Abuse Education	Lunch and Meds	
2pm- 3pm	Activity	Art Therapy (to 2:30p)		Self Esteem	Goal Setting	Relapse Prevention	Exercise Group
3pm- 3:45pm	Activity	Journal Writing		Cultural Awareness	Coming Out	Program Guidelines/ Orientation	
3:45pm- 4pm	Activity	Individual Needs Time	Journal Writing	Journal Writing	Journal Writing	Journal Writing	

4pm-5:30pm		Individual Needs Time	Individual Needs Time	Individual Needs Time	Individual Needs Time	Individual Needs Time	
5:30pm-6:00pm	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
6:00pm-6:30pm	Chores & Meds	Chores & Meds	Chores & Meds	Chores & Meds	Chores & Meds	Chores & Meds	
6:30pm-7:30pm	Alumni Group	Life Skills	Anger Mgmt.	AHP	Sex and Recovery	Weeks Review and Weekend Plan	Chores & Meds
Chore Check	Chore Check	Chore Check	Chore Check	Chore Check	Chore Check	Chore Check	Chore Check
10:00p-11:00p	HS Meds	HS Meds	HS Meds	HS Meds	HS Meds		
11:00pm	Curfew	Curfew	Curfew	Curfew	Curfew	HS Meds	HS Meds
1200am						Curfew	Curfew

Groups include:

Community Meetings: These daily meetings will be held to discuss and review household issues and problems.

Daily Group: Staff-led, this group will meet daily to develop treatment goals, review treatment issues, and develop discharge plans.

12-Step Meetings: Several meetings will be developed on-site. Off-site meetings will be attended as discharge dates approach.

Addiction Education: This group will address disease recognition, education, withdrawal and stabilization, regaining control and coping with AOD.

Adult Daily Living Skills: This will provide basic education on hygiene, nutrition, budgeting, transportation, communication and community resources.

Crisis Cycle Group: This will discuss and review individuals pattern of crisis and interplay between AOD, mental health and HIV/AIDS symptoms.

Activity Groups: This will include groups that practice relaxation techniques, and various other activities designed to promote recovery.

Relapse Prevention: This will focus on the identification of relapse warning signs, daily problem solving, developing support networks, and peer leadership.

Issues Groups: These groups will address issues specific to people of color, people with HIV/AIDS, and Transgender clients. An Issues Group for HIV/AIDS, for example, may include information related to partner notification, nutrition, medication management, dementia, and risk reduction behavior.

Relapse Intervention Activities:

Clients who relapse will be supported to develop revised treatment plans that: a) identify the causes of relapse and b) develop specific strategies to interrupt the relapse process. In the event that a client is referred out for acute detoxification, every effort will be made to return them to the program following detoxification.

Peer Support and Mentoring:

This will introduce clients to group activities through a peer mentor approach that pairs new clients with senior clients or clients from other Baker Places programs. Senior clients will help develop and review treatment plans, accompany new clients to outside referrals, and provide one-one support and education regarding dual-diagnosis, HIV/AIDS risks, and community resources.

Ongoing Assessment:

On-going assessments will refine prior diagnostic findings, evaluate treatment effectiveness, and the continued use of medication or treatment interventions. This information will also be used to revise treatment plans.

Progression: Treatment at Acceptance Place is designed to address:

the nature of AOD use, abuse, addiction and denial;

the impact of HIV and mental health on substance abuse patterns;
all areas in an individual's life, i.e., social, medical, economic, cultural and psychological factors;
relapse as a function of the disease and as an incident which informs treatment planning;
recovery as a fundamental shift in self-perception, behavior patterns, and relationships.

To this end, different program components fit together to enhance the development of the client's self-esteem, community participation, self-determination, and the support necessary to sustain healthy sober functioning. During the first two weeks, clients are expected to:

Get medical clearance, TB test;
Secure benefits, entitlements (GA, SSI, food stamps);
Develop daytime activity plan;
Meet with counselor and begin work on individual recovery plan;
Become acquainted with household routine, complete chores, attend all meetings;
Remain in house, except when to accomplish the above.

During the first month, clients are expected to:

Implement structured daytime projects or activities as determined by client and counselor appropriate to the client's state of health;

Design a recreation and medication plan;
Develop external community support system/network (recovery meetings, etc.)
Develop re-entry plan, present to residents and staff.

During the second and third months, clients are expected to:

Complete supportive housing and transition plans;
Role model household and community behavior to others;
Continue all external activities (including employment or volunteer work);
Begin continuing after-care support planning and activities.

Linkages: Case management services as a brokerage function that identifies, advocates, refers and links clients to a range of off-site support services including aftercare services will be offered. Each Residential Counselor will dedicate a portion of his/her time to these case management activities.

As part of their individual treatment plan, clients will develop a service linkage plan that addresses four areas critical to each client's long-term recovery. Plans will identify service linkages in five broad and overlapping areas:

Health: Primary care and specialized health including HIV/AIDS care, dental care, and medication assistance/management, MediCal eligibility, etc.

Housing: Type (transitional residential treatment, supported congregate living, SRO) and level of support (case management) needed, homeless assistance, etc.

Psycho-Social: Benefits assistance, vocational training, education, legal services, criminal justice, practical/peer support, etc.

Aftercare: longer residential treatment, outpatient dual-diagnosis treatment, AA/NA and other self-help groups, and alternative interventions, and vocational rehabilitation.

Service Plans will also be highly individualized with a framework for less intensive to more intensive contact dependent on resident needs.

Clients with HIV, who complete residential treatment and who are referred to Baker's Supported Living Program (BSLP) will be assigned a Case Manager who will coordinate and monitor the aftercare progress of individual clients they transition back into the community.

Counselors will help clients access entitlement programs, prepare application renewals and assist with appeals to San Francisco Department of Human Services (General Assistance), the Social Security Administration (SSI), and San Francisco Redevelopment Agency (rental assistance).

The program will negotiate and access a range of services including HIV/AIDS care, primary care, dental care and

adult day care if needed. Existing MOU's include:
San Francisco General: emergency and primary care
Tom Waddell Clinic: testing and primary care
St. Mary's HIV Program: primary care
AIDS Health Project: case management, testing and counseling

Efforts will be made to place clients needing and desiring "drug-free" housing into supported housing that is affordable, drug-free and provides the peer and community supports needed to re-enter the community. Clients living in other housing situations will also be supported in their efforts to remain drug-free, including those living in the SROs/hotels served by our ISN Team. Referrals will include: Baker Places Supported Housing Programs, SROs/Hotels: Canon Kip, Rose, Cambridge, Altamont, Hamlin and South Park , and the Centralized Housing Information and Placement Service (CHIPS): one-stop shopping HIV/AIDS housing/services intake, placement and referrals operated by AIDS Office.

The Baker Places' Integrated Services Network (ISN) team, staffed by a Project Director, LCSWs, Case Managers, and Case Aides, provides a flexible and added dimension to this project. Clients re-turning to or placed in the seven SROs/hotels served by this project will receive on-going case management and support from this Team as part of their aftercare. This will include crisis management, counseling, access to primary health care, transportation to/from referral sites, and service advocacy. All of these activities are designed to keep clients in independent living situation that they can also return to after relapse. The ISN Team will also be a referral source for clients in crisis.

Outreach: To engage and support potential clients waiting to be admitted or just admitted to this program, staff will maintain contact that uses the initial collection of assessment data to introduce the social model treatment concept. The staff may use this time to collect information on: attitudes towards substance abuse, medical arrest record, stability of withdrawal and mental health symptoms, additional medical information (medications, HIV/AIDS status, medical status, methadone and insulin use) and TB test results.

7. OBJECTIVES AND MEASUREMENTS

PERFORMANCE / OUTCOME OBJECTIVES

Objective A.1: Reduce Psychiatric Symptoms

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

Objective A.2: Reduce Substance Abuse

A.2.A. During Fiscal Year 2010-2011, at least 60% of discharged clients will have successfully completed treatment or will have left before completion with satisfactory progress as measured by BIS discharge codes.

A.2.b. Provider will show a reduction of AOD use from admission to discharge for 60% of clients who remain in the program for 30 days or longer.

A.2.c. Provider will show a reduction of days in jail or prison from admission to discharge for 60% of new clients admitted during Fiscal Year 2010-11, who remained in the program for 30 days or longer.

Objective B.2: Collect Client Outcomes

B.2.a. During Fiscal 2010-11, 70% of treatment episodes will show 3 or more service days of treatment within 30

days of admission as measured by BIS indicating clients engaged in the treatment process.

Objective F.1. Health Disparity in African Americans

F.1.a. Metabolic screening (height, weight, blood pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

F.1.c. 75% of clients who are in treatment longer than 90 days will have, upon discharge, an identified primary care provider, as documented in AVATAR.

Objective G.1. Alcohol Use & Dependency

G.1.a. Information on self-help alcohol and drug addiction recovery groups will be kept on prominent display and distributed to clients and families when appropriate at all program sites.

G.1.b. Provider will develop clinically appropriate interventions (evidence-based practices or practice-based evidence) to meet the needs of the specific population served, and to inform the SOC program managers about the interventions.

Objective H.1. Planning for Performance Objectives FY 2011-2012

H.1.a. Provider will remove any barriers to accessing services by African American individuals and families. SOC, Program Review and QI units will provide feedback to contractor via new clients survey with suggested interventions. Provider will establish performance improvement objective for the following year based on feedback from the survey.

H.1.b. Provider will promote engagement and remove barriers to retention by African American individuals and families. Program Evaluation Unit will provide feedback to contractor based on client retention data and will establish performance improvement objective for the following year based on that data.

8. CONTINUOUS QUALITY IMPROVEMENT

Weekly clinical supervision of each staff member provides the Program Director with a means to evaluate clinical services and the quality of individual treatment plans, which are formulated in concrete, behavioral terms that can be observed and measured. These evaluations are presented and reviewed in weekly supervision of the Program Director to the Division Director and in group supervision of all Program Directors twice monthly. Program Directors meetings consist of opportunities to present cases for conference, discussion and peer review.

Division Directors routinely present information gathered in the two forums referenced above, to the Senior Management Team for review and discussion, and for possible revision and improvement of program design, clinical supervision, and other issues. New policies or procedures in the interest of improving quality are formulated at this organizational level and then implemented for initial periods by programs. Following that initial implementation, feedback is considered for evaluation and continuation or further revision.

Incident reports, client grievances, and results of client community meetings are also presented to Senior Management and a similar process is developed to respond to issues raised from these items.

The program also is visited and evaluated at least annually by the State Dept. of Alcohol and Drug Programs for ongoing compliance with licensure and certification regulations.

Client length of stay is ultimately determined by the UR of the DPH Placement Team or TAP (Treatment Access

Program). Such UR approval will be required for reimbursement.

1. AGENCY AND PROGRAM IDENTIFICATION

Baker Places, Inc.
Joe Healy Medical Detox Project
120 Page Street
San Francisco, CA 94102
415-553-4490
415-553-4493 (Fax)

2. NATURE OF DOCUMENT

This is a new contract.

3. GOAL STATEMENT

The goal of this project is to reduce the volume and impact of substance abuse and attendant homelessness and street deaths in San Francisco by successfully implementing a medically-managed, residential detoxification, treatment and educational program with a length-of-stay of up to 21 days.

4. TARGET POPULATION

This program targets San Francisco residents who are abusing, addicted to and intoxicated from alcohol and other drugs.

1. Adults, 18 years of age or older
2. Men, Women and Transgender individuals
3. Homeless

5. MODALITIES / INTERVENTIONS

Modality of Services / Intervention

This program provides medically managed detoxification in a residential setting.

Description of Billable Service

The unit of service is a 24-hour bed-day. One unit of service equals a participant occupation of a bed for a 24-hour period. This includes a minimum of 20 hours of alcohol and other drug recovery services per week.

6. METHODOLOGY

- A. The program conducts outreach by maintaining daily contact with referral sources in the San Francisco Department of Public Health Community Programs and San Francisco General Hospital and Clinics. Since all referrals must be screened and authorized through the DPH systems of care, no further advertising or promotion is undertaken. Daily census and number of vacancies are reported daily.
- B. Detoxification services are provided to adults over the age of 18 years, who have been medically cleared to rule out eligibility and/or need for hospitalization or invasive procedures (i.e. hydration, abscess drainage, infusion) and contagious diseases (e.g. tuberculosis). Eligible participants will have been screened for clear sensorium and lack of delirium tremens. A measure of motivation or, at minimum, compliance, is assumed, as is the ability to understand and follow instructions and to take oral medications.

The initial health clearance screening is provided by CHN physicians at Tom Waddell Health Clinic, the MacMillan Stabilization Project, San Francisco General Hospital or another local clinic, and will

include medical history, physical exam, phlebotomy, and necessary laboratory evaluations. Signs and symptoms of withdrawal are assessed and each individual will be assigned to appropriate protocols for detoxification with medical support as necessary.

C. A medication evaluation is provided by the project's physician specialist or nurse practitioner before medication is offered or prescribed. Client medications may be prescribed or ordered by licensed medical practitioners, and are appropriately labeled, are supplied to the participant by trained staff performing within the scope of their licenses, and are securely stored on the premises according to licensing regulations. At the program site, services and interventions are protocol-driven, provided by an interdisciplinary team of licensed vocational nurses and substance abuse counselors, under the supervision of medical and substance abuse professionals.

This program is housed in a licensed, 28-bed, three-story facility, located adjacent to downtown and the Civic Center. The first floor contains intake offices; program activities take place on the second and third floors which are reached via an ADA-compliant elevator. The second-floor of the facility also contains two wheelchair-accessible suites (bedrooms and bathrooms) accommodating four clients. Priority on the second floor is given to women and disabled clients, and specialized programming is available to meet their needs. Each program floor includes sleeping quarters, counseling and social rooms, kitchen and dining area, staff offices and toilet and shower facilities. The physical plant is clean, well-lit, secure and comfortable. Meals are provided as designed by dietary professionals, to insure optimal meeting of nutritional needs and attention to digestive or other dietary problems and to accommodate needs for diabetics, those on soft or liquid diets, and vegetarians. Breakfast is relatively informal and prepared by staff and residents on site, with lunch and dinner prepared offsite by a certified chef and cooking team, and delivered to the residence daily.

The program provides each resident a packet of personal hygiene supplies, assists them to shower, provides flannel pajamas and slippers for a short stay in bed. For the first 24 hours and thereafter as long as necessary, all residents are observed by a healthcare worker at half-hour or hourly intervals. Vital signs will be checked and withdrawal symptoms and response to medications noted.

Detoxification from alcohol, opiates, sedatives and hypnotic drugs is supervised by the interdisciplinary staff. Mixed withdrawal treatment is provided, for poly-or cross-addicted individuals. The detoxification process is assisted through controlled protocols and individual evaluations of each person accepted for service. In cases where acute medical conditions develop, direct linkage and transportation to hospital-based emergency care is provided.

The detox program is double-staffed 24-hours daily, every day of the year, with nursing and counseling personnel. The planned length of stay for an individual will range from 7 to 21 days. Each individual who so desires is referred to another setting within the countywide continuum of care at completion of detoxification and stabilization.

Schedule: The weekly schedule of activities is approximately as follows, with some variation based upon the household composition or individual treatment needs:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8am-9am	Breakfast/ Clean-up	Breakfast/ Clean-up	Breakfast/ Clean-up	Breakfast/ Clean-up	Breakfast/ Clean-up	Breakfast/ Clean-up	Breakfast/ Clean-up
9am-10am	Morning Community Meeting	Morning Community Meeting	Morning Community Meeting	Morning Community Meeting	Morning Community Meeting	Morning Community Meeting	Morning Community Meeting
10am-11am	Chores	Chores	Chores	Chores	Chores	Chores	Chores
11am-12p	Health Education	Relapse Prevention	Discharge Planning Group	Behavior Management	Spirituality	Universal Precautions	Spirituality
12p-1p	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
1p-2p	Activities Group	Activities Group	Staff Meeting (Break for Clients)	Activities Group	Activities Group	Process Group	Process Group
2p-3p	Life Skills	Medication Management	Break	Health Education	Orientation Group	Visiting Hours	Visiting Hours
3p-4p	Break	Break	Activities Group	Break	Break	Visiting Hours	Visiting F
4p-5p	Reading Group	Break	HIV Education	Break	Break	Visiting Hours	Visiting F
5p-6p	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
6p-7p	Evening Community Meeting	Evening Community Meeting	Evening Community Meeting	Evening Community Meeting	Evening Community Meeting	Evening Community Meeting	Evening Community Meeting
7p-8p		In-House 12-Step Meeting					In-House 12- Step Meeting
8p-9p			Compass Group (Outside mtg. - 9p)				

Progression: An initial assessment (staff are being trained in the use of the ASI) will identify the severity, duration and history of participants' substance abuse and prior treatment engagements, if any. A treatment plan is developed collaboratively with the participant and will be tracked daily and modified as necessary through the course of detoxification.

Linkages: Baker Places' social rehabilitation continuum includes housing, mental health counseling and education, support, information and referral. Baker Places' partnership with the CHN provides medical and psychiatric evaluations, monitoring and treatment of symptoms of withdrawal, as a unique intervention to interrupt the cycle of addiction for homeless substance abusers while saving lives and promoting improved health and well-being. Staff assists residents develop continuing care plans that link them to ongoing substance abuse, vocational, primary health and other residential and support services prior to completion of the program.

7. OBJECTIVES AND MEASUREMENTS

A: PERFORMANCE / OUTCOME OBJECTIVES

Objective A.1: Reduce Psychiatric Symptoms

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

Objective A.2: Reduce Substance Abuse

A.2.c. Provider will show a reduction of days in jail or prison from admission to discharge for 60% of new clients admitted during Fiscal Year 2010-11, who remained in the program for 30 days or longer.

Objective B.2: Collect Client Outcomes

B.2.a. During Fiscal 2010-11, 70% of treatment episodes will show 3 or more service days of treatment within 30 days of admission as measured by BIS indicating clients engaged in the treatment process.

Objective F.1. Health Disparity in African Americans

F.1.a. Metabolic screening (height, weight, blood pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

Objective G.1. Alcohol Use & Dependency

G.1.a. Information on self-help alcohol and drug addiction recovery groups will be kept on prominent display and distributed to clients and families when appropriate at all program sites.

G.1.b. Provider will develop clinically appropriate interventions (evidence-based practices or practice-based evidence) to meet the needs of the specific population served, and to inform the SOC program managers about the interventions.

Objective H.1. Planning for Performance Objectives FY 2011-2012

H.1.a. Provider will remove any barriers to accessing services by African American individuals and families. SOC, Program Review and QI units will provide feedback to contractor via new clients survey with suggested interventions. Provider will establish performance improvement objective for the following year based on feedback from the survey.

H.1.b. Provider will promote engagement and remove barriers to retention by African American individuals and families. Program Evaluation Unit will provide feedback to contractor based on client retention data and will establish performance improvement objective for the following year based on that data.

8. CONTINUOUS QUALITY IMPROVEMENT

Weekly clinical supervision of each staff member provides the Program Director with a means to evaluate clinical

services and the quality of individual treatment plans, which are formulated in concrete, behavioral terms that can be observed and measured. These evaluations are presented and reviewed in weekly supervision of the Program Director to the Division Director and in group supervision of all Program Directors twice monthly. Program Directors meetings consist of opportunities to present cases for conference, discussion and peer review.

A monthly medical management and quality review is convened by the Executive Director and the Physician to provide oversight and improvement of all medical practices. Attending that meeting are the physicians, nurse practitioners, physician's assistants, medical intake manager, nursing supervisor, as well as the program and division directors and the agency's director of operations.

Division Directors routinely present information gathered in the two forums referenced above, to the Senior Management Team for review and discussion, and for possible revision and improvement of program design, clinical supervision, and other issues. New policies or procedures in the interest of improving quality are formulated at this organizational level and then implemented for initial periods by programs. Following that initial implementation, feedback is considered for evaluation and continuation or further revision.

Incident reports, client grievances, and results of client community meetings are also presented to Senior Management and a similar process is developed to respond to issues raised from these items.

The program also is visited and evaluated at least annually by the State Dept. of Alcohol and Drug Programs for ongoing compliance with licensure and certification regulations.

Client length of stay is ultimately determined by the UR of the DPH Placement Team or TAP (Treatment Access Program). Such UR approval will be required for reimbursement.

6. EVALUATION

The program accepts and will comply with the following requirements of CSAS:

- Maintain connection to BIS database;
- Remain committed to collecting client and service data with integrity by appropriately trained and skilled staff;
- Enter data into BIS computerized database as instructed by appropriately trained staff in an accurate and timely manner so that the agency's Finance Department may prepare accurate invoices;
- Review, analyze, comment and reconcile reports prepared by CSAS; including keeping these reports organized and on-site, and
- Maintain certification and licensure with California DADP by being in compliance with all standards dated July 1999.

Appendix B
Calculation of Charges

1. Method of Payment

FFS Option

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

Actual Cost

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1 AILP

Appendix B-2 Odyssey House

Appendix B-3 Grove Street House

Appendix B-4a Baker Street House

Appendix B-4b Robertson Place

Appendix B-4c Jo Ruffin Place

Appendix B-4d San Jose Place

Appendix B-5 Acceptance Place

Appendix B -6 Joe Healy Medical Detox

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$7,440,613** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

The maximum dollar for each term shall be as follows:

Term	Amount
07/01/2010-06/30/2011	\$ 10,413,054
07/01/2011-06/30/2012	\$ 11,464,901
07/01/2012-06/30/2013	\$ 11,464,901
07/01/2013-06/30/2014	\$ 11,464,901
07/01/2014-06/30/2015	\$ 11,464,901
07/01/2015-12/31/2015	\$ 5,732,451
Contingency	\$ 7,440,613
Total	\$69,445,722

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

D. Contractor further understands that \$2,207,090 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM06500002 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM06500002 for the Fiscal Year 2010-11.

Contractor further understands that \$2,959,437 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM07000074 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM07000074 for the Fiscal Year 2010-11.

E. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, -CITY agrees to make initial payments to the CONTRACTOR of One Million One Hundred Three Thousand Five Hundred Forty Five Dollars (\$1,103,545) for Contract Number BPHM06500002 and One Million Four Hundred Seventy Nine Thousand Seven Hundred Nineteen Dollars (\$1,479,719) for Contract Number BPHM07000074 for a total initial payment of Two Million Five Hundred Eighty Three Thousand Two Hundred Sixty Four Dollars (\$2,583,264). CONTRACTOR agrees that a reduction shall be made from monthly payments to CONTRACTOR equal to one tenth (1/10) of the initial payment for the period October 1, 2010 through March 31, 2011. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the advance being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

FFS option

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

Actual Cost Option

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

DPH 1: Department of Public Health Contract Budget Summary

CONTRACT TYPE - This contract is: New XX Renewal Modification						
If modification, Effective Date of Mod.:		# of Mod:		VENDOR ID (DPH USE ONLY):		
LEGAL ENTITY NUMBER: 00339						
LEGAL ENTITY/CONTRACTOR NAME: Baker Places Inc.						
APPENDIX NUMBER	B-1	B-2	B-3	B-4a	B-4b	PAGE TOTAL
PROVIDER NUMBER	8908	3840	8978	3839	3885	
PROVIDER NAME:	AILP	Odyssey House	Grove Street House	Baker Street House	Robertson Place	
CBHS FUNDING TERM:	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	624,710	322,758	835,764	552,975	564,139	2,900,346
OPERATING EXPENSE	456,124	51,436	203,699	259,663	181,004	1,151,926
CAPITAL OUTLAY (COST \$5,000 AND OVER)						-
SUBTOTAL DIRECT COSTS	1,080,834	374,194	1,039,463	812,638	745,143	4,052,272
INDIRECT COST AMOUNT	126,100	44,892	124,698	97,517	89,417	482,624
INDIRECT %	12%	12%	12%	12%	12%	12%
TOTAL FUNDING USES:	1,206,934	419,086	1,164,161	910,155	834,560	4,534,896
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	323,172	92,890	394,522	329,438	249,954	1,389,976
ARRA SDMC FFP (11.59)	66,541	66,541	66,544	66,541	66,541	332,708
STATE REVENUES - click below						
GRANTS - click below						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
3RD PARTY PAYOR REVENUES - click below						
REALIGNMENT FUNDS	224,069	91,665	265,089	227,668	181,969	990,460
COUNTY GENERAL FUND	593,155	167,991	394,358	229,934	286,381	1,671,819
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,206,937	419,087	1,120,513	853,581	784,845	4,384,963
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below						
WORK ORDERS - click below						
3RD PARTY PAYOR REVENUES - click below						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL DPH REVENUES	1,206,937	419,087	1,120,513	853,581	784,845	4,384,963
NON-DPH REVENUES - click below						
Patient/Client Fees			43,651	56,573	49,715	149,939
Provider's Fund						-
TOTAL NON-DPH REVENUES	-	-	43,651	56,573	49,715	149,939
TOTAL REVENUES (DPH AND NON-DPH)	1,206,937	419,087	1,164,164	910,154	834,560	4,534,902
Prepared by/Phone #: Judith E Stevenson 415-864-4655 DATE: 7/20/2010						

DPH Department of Public Health Contract Budget Summary

CONTRACT TYPE - This contract is:		New XX	Renewal	Modification		
If modification, Effective Date of Mod.:		# of Mod:		VENDOR ID (DPH USE ONLY):		
LEGAL ENTITY NUMBER: 00339						
LEGAL ENTITY/CONTRACTOR NAME: Baker Places Inc.						
APPENDIX NUMBER	B-4c	B-4d	B-5	B-6		
PROVIDER NUMBER	8991	38BS1	38752	38442	APPENDIX B	
PROVIDER NAME:	Jo Ruffin Place	San Jose Place	Acceptance Place	Joe Healy Medical Detox	PAGE TOTAL	TOTAL
CBHS FUNDING TERM:	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	718,833	619,650	465,517	2,343,468	4,147,468	7,047,814
OPERATING EXPENSE	251,929	149,997	155,519	829,355	1,386,800	2,538,726
CAPITAL OUTLAY (COST \$5,000 AND OVER)						
SUBTOTAL DIRECT COSTS	970,762	769,647	621,036	3,172,823	5,534,268	9,586,540
INDIRECT COST AMOUNT	116,491	92,358	74,524	380,730	664,103	1,146,727
INDIRECT %	12%	12%	12%	12%	12%	12%
TOTAL FUNDING USES:	1,087,253	862,005	695,560	3,553,553	6,198,371	10,733,267
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						-
SDMC Regular FFP (50%)	378,070	241,405			619,475	2,009,451
ARRA SDMC FFP (11.59)	66,541	66,541			133,082	465,790
STATE REVENUES - click below						
GRANTS - click below						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
3RD PARTY PAYOR REVENUES - click below						
REALIGNMENT FUNDS	254,391	178,353			432,744	1,423,204
COUNTY GENERAL FUND	342,107	336,506			678,613	2,350,432
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,041,109	822,805	-	-	1,863,914	6,248,877
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below					-	-
STATE REVENUES - click below					-	-
GRANTS/PROJECTS - click below					-	-
WORK ORDERS - click below					-	-
3RD PARTY PAYOR REVENUES - click below					-	-
COUNTY GENERAL FUND			610,627	3,553,553	4,164,180	4,164,180
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	610,627	3,553,553	4,164,180	4,164,180
TOTAL DPH REVENUES	1,041,109	822,805	610,627	3,553,553	6,028,094	10,413,057
NON-DPH REVENUES - click below						
Patient/Client Fees	46,144	39,200	40,000	-	125,344	275,283
Provider's Fund			44,934		44,934	44,934
TOTAL NON-DPH REVENUES	46,144	39,200	84,934	-	170,278	320,217
TOTAL REVENUES (DPH AND NON-DPH)	1,087,253	862,005	695,561	3,553,553	6,198,372	10,733,274
Prepared by/Phone #:			Judith E Stevenson 415-864-4655			DATE: 7/20/2010

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

FISCAL YEAR: 2010-2011		APPENDIX #: B-1 PAGE 1						
LEGAL ENTITY NAME: Baker Placis Inc		PROVIDER #: 8908						
PROVIDER NAME: AILP								
REPORTING UNIT NAME:								
REPORTING UNIT:		8908OP	8908OP	8908OP	8908OP	8908OP	8908OP	8908OP
MODE OF SVCS / SERVICE FUNCTION CODE:		15/01-09	15/10-59	15/10-59	15/10-59	15/10-59	15/70-79	45/20-29
SERVICE DESCRIPTION:		Case Mgt Brokerage	MHS - ind.	MHS - Grp	MHS - Assess	MHS - Collateral	Crisis Intervention-OP	Commty Client Svcs
CBHS FUNDING TERM:		7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11
FUNDING USES:								
SALARIES & EMPLOYEE BENEFITS		4,057	302,068	249,488	34,778	19,873	14,448	824,710
OPERATING EXPENSE		2,787	206,045	170,180	23,722	13,556	9,854	456,124
CAPITAL OUTLAY (COST \$5,000 AND OVER)								0
SUBTOTAL DIRECT COSTS		6,824	508,113	419,668	58,500	33,429	24,300	1,080,834
INDIRECT COST AMOUNT		819	60,974	50,360	7,020	4,011	2,916	126,100
TOTAL FUNDING USES		7,643	569,087	470,028	65,520	37,440	27,216	1,206,934
CBHS MENTAL HEALTH FUNDING SOURCES								
FEDERAL REVENUES - click below								
SDMC Regular FFP (50%)		2,099	156,284	129,064	17,991	10,281	7,473	323,172
ARRA SDMC FFP (11.59)		432	32,175	26,574	3,704	2,117	1,539	66,541
STATE REVENUES - click below								
GRANTS - click below								
CFDA #:								
Please enter other here if not in pull down								
PRIOR YEAR ROLL OVER - click below								
WORK ORDERS - click below								
Please enter other here if not in pull down								
3RD PARTY PAYOR REVENUES - click below								
Please enter other here if not in pull down								
REALIGNMENT FUNDS		1,455	108,345	89,486	12,474	7,128	5,181	224,069
COUNTY GENERAL FUND		3,657	272,304	224,805	31,351	17,915	13,023	593,155
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		7,643	569,088	470,029	65,520	37,441	27,216	1,206,937
CBHS SUBSTANCE ABUSE FUNDING SOURCES								
FEDERAL REVENUES - click below								
STATE REVENUES - click below								
GRANTS/PROJECTS - click below								
CFDA #:								
Please enter other here if not in pull down								
WORK ORDERS - click below								
Please enter other here if not in pull down								
3RD PARTY PAYOR REVENUES - click below								
Please enter other here if not in pull down								
COUNTY GENERAL FUND								
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES								
TOTAL DPH REVENUES		7,643	569,088	470,029	65,520	37,441	27,216	1,206,937
NON-DPH REVENUES - click below								
TOTAL NON-DPH REVENUES		0	0				0	0
TOTAL REVENUES (DPH AND NON-DPH)		7,643	569,088	470,029	65,520	37,441	27,216	1,206,937
CBHS UNITS OF SVCS/TIME AND UNIT COST:								
UNITS OF SERVICE								
UNITS OF TIME		3,841	218,880	180,780	25,200	14,400	11,980	N/A
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		1.99	2.60	2.60	2.60	2.60	2.27	CR
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)		1.99	2.60	2.60	2.60	2.60	2.27	CR
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)		2.50						
UNDUPLICATED CLIENTS		130	130	130	130	130	130	130

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 8908
 Provider Name (same as line 8 on DPH 1): ASSISTED INDEPENDENT LIVING PROGRAM (AILP)

APPENDIX #: B-1 Page 2
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Clinical/Division Director	0.023	\$2,562	0.023	\$2,562								
Project Director	0.500	\$33,820	0.500	\$33,820								
Clinical Supervisor	0.750	\$37,733	0.750	\$37,733								
Case Managers	7.000	\$288,400	7.000	\$288,400								
Intake Specialist	0.500	\$19,482	0.500	\$19,482								
Housing Coordinator	0.600	\$26,429	0.600	\$26,429								
Facilities Management	1.800	\$60,972	1.800	\$60,972								
Clerk/Receptionist	0.75	\$22,500	0.75	\$22,500								
TOTALS	11.92	\$491,898	11.92	\$491,898	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS	27%	\$132,812	27%	\$132,812	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		\$624,710		\$624,710		\$0		\$0		\$0		\$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-1 Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 8908
Provider Name (same as line 8 on DPH 1): AILP

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names,
Dates, Hours & Amounts)

OTHER

Co-op Rents and Utilities
Client-Related Expense (Program, Transport,
Educational Supplies, Food, Events)

One-Time Expense Transition Voc Svcs. To CVE

TOTAL OPERATING EXPENSE

TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____
\$ 96,729.00	\$ 96,729.00				
\$ 43,789.00	\$ 43,789.00				
\$ 6,600.00	\$ 6,600.00				
\$ 25,252.00	\$ 25,252.00				
\$ 500.00	\$ 500.00				
\$ 7,887.00	\$ 7,887.00				
\$ 1,500.00	\$ 1,500.00				
\$ 3,920.00	\$ 3,920.00				
\$ 6,097.00	\$ 6,097.00				
\$ 210,956.00	\$ 210,956.00				
\$ 22,894.00	\$ 22,894.00				
\$ 30,000.00	\$ 30,000.00				
\$ 456,124.00	\$ 456,124.00	\$0	\$0	\$0	\$0

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

FISCAL YEAR: 2010-2011		APPENDIX #: B-2 Page 1					
LEGAL ENTITY NAME: Baker Placess Inc		PROVIDER #: 00339					
PROVIDER NAME: Odyssey House		DATE: 7/20/2010					
REPORTING UNIT NAME:							
REPORTING UNIT: 3840OP							
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/10-59	15/10-59	10/60-69	15/70-79	
SERVICE DESCRIPTION	Case Mgt Brokerage	MHS - Ind.	MHS - Grp	MHS - Assess	MHS - Collateral	Crisis Intervention-OP	TOTAL
CBHS FUNDING TERM:	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11
FUNDING USES:							
SALARIES & EMPLOYEE BENEFITS	4,057	159,897	57,761	5,545	83,178	12,322	322,758
OPERATING EXPENSE	2,767	23,361	9,205	884	13,255	1,984	51,436
CAPITAL OUTLAY (COST \$5,000 AND OVER)							0
SUBTOTAL DIRECT COSTS	6,824	183,258	66,966	6,429	96,433	14,286	374,194
INDIRECT COST AMOUNT	819	21,985	8,034	771	11,560	1,714	44,892
TOTAL FUNDING USES:	7,643	205,243	75,000	7,200	108,000	16,000	419,086
CBHS MENTAL HEALTH FUNDING SOURCES							
FEDERAL REVENUES - click below							
SDMC Regular FFP (50%)	1,694	45,492	16,624	1,596	23,938	3,546	92,890
ARRA SDMC FFP (11.59)	1,214	32,588	11,908	1,143	17,148	2,540	66,541
STATE REVENUES - click below							
GRANTS - click below	CFDA #:						
Please enter other here if not in pull down							
PRIOR YEAR ROLL OVER - click below							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
REALIGNMENT FUNDS	1,672	44,892	16,404	1,575	23,822	3,500	91,865
COUNTY GENERAL FUND	3,064	82,271	30,064	2,886	43,292	6,414	167,991
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	7,644	205,243	75,000	7,200	108,000	16,000	419,087
CBHS SUBSTANCE ABUSE FUNDING SOURCES:							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS/PROJECTS - click below	CFDA #:						
Please enter other here if not in pull down							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
COUNTY GENERAL FUND							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-	-
TOTAL DPH REVENUES	7,644	205,243	75,000	7,200	108,000	16,000	419,087
NON-DPH REVENUES - click below							
Patient/Client Fees							
TOTAL NON-DPH REVENUES	0	0		0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	7,644	205,243	75,000	7,200	108,000	16,000	419,087
CBHS UNITS OF SVCS/TIME AND UNIT COST:							
UNITS OF SERVICE ¹							
UNITS OF TIME ²	3,800	66,414	25,000	2,400	36,000	4,000	139,414
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	2.12	3.00	3.00	3.00	3.00	4.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	2.12	3.00	3.00	3.00	3.00	4.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	4.5						
UNDUPLICATED CLIENTS	12	12	12	12	12	10	12

(1)

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 3840
 Provider Name (same as line 8 on DPH 1): Odyssey House

APPENDIX #: B-2 Page 2
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction		Proposed Transaction	
	Term: 7/1/10-6/30/11 FTE	SALARIES	Term: 7/1/10-6/30/11 FTE	SALARIES	Term: 7/1/10-6/30/11 FTE	SALARIES	Term: 7/1/10-6/30/11 FTE	SALARIES	Term: 7/1/10-6/30/11 FTE	SALARIES	Term: 7/1/10-6/30/11 FTE	SALARIES
Clinical/Division Director	0.010	\$ 1,000.00	0.010	\$ 1,000.00								
Program Directors	1.000	\$ 62,659.00	1.000	\$ 62,659.00								
Residential Counselors	5.500	\$ 178,000.00	5.500	\$ 178,000.00								
Relief Staff	0.500	\$ 12,480.00	0.500	\$ 12,480.00								
TOTALS	7.01	\$254,139	7.01	\$254,139	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 27% \$68,618 27% \$68,618 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$322,757 \$322,757 \$0 \$0 \$0 \$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-2 Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 3840
Provider Name (same as line 8 on DPH 1): Odyssey House

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names,
Dates, Hours & Amounts)

OTHER

Client-Related Expense (Food, Transportation,
Household Goods, Hygiene & Medical, etc.
Misc. Operating Expense (Dues, Fees, Licenses)

TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____
\$ 18,270.00	\$ 18,270.00				
\$ 6,060.00	\$ 6,060.00				
\$ 5,000.00	\$ 5,000.00				
\$ 500.00	\$ 500.00				
\$ 3,758.00	\$ 3,758.00				
\$ 900.00	\$ 900.00				
\$ 693.00	\$ 693.00				
\$ 3,112.00	\$ 3,112.00				
\$ 10,000.00	\$ 10,000.00				
\$ -	\$ -				
\$ 3,143.00	\$ 3,143.00				

TOTAL OPERATING EXPENSE

\$51,436 \$51,436 \$0 \$0 \$0 \$0

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

FISCAL YEAR: 2010-2011		APPENDIX #: B-3 Page 1				
LEGAL ENTITY NAME: Baker Places Inc		PROVIDER #: 00339				
PROVIDER NAME: Grove Street House		DATE: 7/20/2010				
REPORTING UNIT NAME:						
REPORTING UNIT:	8978-1	8978-1	8978OP			
MODE OF SVCS / SERVICE FUNCTION CODE	05/40-49	60/40-49	15/60-69			
SERVICE DESCRIPTION	Adult Crisis Residential	Life Support-Bd&Care	Medication Support	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11			
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	804,014	0	31,750			835,764
OPERATING EXPENSE	102,256	38,974	62,469			203,699
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	906,270	38,974	94,219	0	0	1,039,463
INDIRECT COST AMOUNT	108,718	4,677	11,306			124,701
TOTAL FUNDING USES:	1,014,988	43,651	105,525	0	0	1,164,164
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
ARRA SDMC FFP (11.59)	359,503		35,019			394,522
	59,903		6,641			66,544
STATE REVENUES - click below						
GRANTS - click below	CFDA #:					
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
REALIGNMENT FUNDS	244,955		20,134			265,089
COUNTY GENERAL FUND	350,627		43,731			394,358
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,014,988	-	105,525	-	-	1,120,513
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below	CFDA #:					
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH REVENUES	1,014,988	-	105,525	-	-	1,120,513
NON-DPH REVENUES - click below						
Patient/Client Fees		43,651				
TOTAL NON-DPH REVENUES	0	43,651	0	0	0	43,651
TOTAL REVENUES (DPH AND NON-DPH)	1,014,988	43,651	105,525	-	-	1,164,164
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE ¹	3,285	3,285				
UNITS OF TIME ²			31,200			
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	308.98	13.29	3.38	0.00	0.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	308.98	0.00	3.38	0.00	0.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	\$375.00		4.50			
UNDUPLICATED CLIENTS	100		100			

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 8978
 Provider Name (same as line 8 on DPH 1): Grove Street House

APPENDIX #: B-3 Page 2
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Clinical/Division Director	0.300	\$ 26,923.00	0.300	\$ 26,923.00								
Program Managers	2.000	\$ 121,335.00	2.000	\$ 121,335.00								
Residential Counselors	12.000	\$ 442,971.00	12.000	\$ 442,971.00								
Relief Counselors	1.000	\$ 25,000.00	1.000	\$ 25,000.00								
Support Services	0.600	\$ 11,712.00	0.600	\$ 11,712.00								
Nurse Practitioner	0.225	\$ 25,000.00	0.225	\$ 25,000.00								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
TOTALS	16.13	\$652,941	16.13	\$652,941	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 28% \$182,823 28% \$182,823 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$835,764 \$835,764 \$0 \$0 \$0 \$0
 \$837,604

DPH 4: Operating Expenses Detail

APPENDIX #: B-3 Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1):
Provider Name (same as line 8 on DPH 1):

8978
Grove Street House

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names,
Dates, Hours & Amounts)

Psychiatrist - Dr. Donald Tarver

OTHER
Client-Related Expense (Food, Household, Program,
Educational Supplies, Transport, Personal Hygiene)
Misc. Gen. Operating Not Listed Above

TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: (dept. name)	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____	Term: _____
\$ 86,680.62					
\$ 24,917.00					
\$ 8,500.00					
\$ 8,133.00					
\$ 500.00					
\$ 8,900.00					
\$ 2,500.00					
\$ 1,800.00					
\$ 3,165.00					
\$ -					
\$ -					
\$ 10,000.00					
\$ -					
\$ -					
\$ -					
\$ -					
\$ 48,603.00					
\$ -					
\$ -					
\$ -					
\$ -					
TOTAL OPERATING EXPENSE	\$203,699	\$0	\$0	\$0	\$0

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

FISCAL YEAR:		2010-2011		APPENDIX #: B-4a Page 1		
LEGAL ENTITY NAME:		Baker Placis Inc		PROVIDER #: 00339		
PROVIDER NAME:		Baker Street House		DATE 7/20/2010		
REPORTING UNIT NAME:						
REPORTING UNIT:		3839-1	3839-1	3839DT		
MODE OF SVCS / SERVICE FUNCTION CODE		05/65-79	60/40-49	10/95-99		
SERVICE DESCRIPTION		Adult Residential	Life Support-Bd&Care	Day Rehab Full day	#N/A	#N/A
CBHS FUNDING TERM:		7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11		
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	377,625	0	175,350			552,975
OPERATING EXPENSE	142,000	50,512	67,151			259,663
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	519,625	50,512	242,501	0	0	812,638
INDIRECT COST AMOUNT	62,355	6,061	29,100			97,517
TOTAL FUNDING USES:	581,980	56,573	271,601	0	0	910,155
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	206942		122,496			329,438
ARRA SDMC FFP (11.59)	59900		6,641			66,541
STATE REVENUES - click below						
GRANTS - click below CFDA #:						
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
REALIGNMENT FUNDS	157239		70,429			227,668
COUNTY GENERAL FUND	157899		72,035			229,934
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	581,980	-	271,601	-	-	853,581
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below CFDA #:						
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH REVENUES	581,980	-	271,601	-	-	853,581
NON-DPH REVENUES - click below						
Patient/Client Fees		56,573				
TOTAL NON-DPH REVENUES	0	56,573	0	0	0	56,573
TOTAL REVENUES (DPH AND NON-DPH)	581,980	56,573	271,601	-	-	910,154
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE ¹	4,599	4,599	2,975			
UNITS OF TIME ²						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	126.54	12.30	91.29	0.00	0.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	126.54	0.00	91.29	0.00	0.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	\$240.00		215.00			
UNDUPLICATED CLIENTS	74	74	74			

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

APPENDIX #: B-4a Page 2
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 3839
Provider Name (same as line 8 on DPH 1): Baker Street House

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Clinical/Division Director	0.15	\$ 13,300.00	0.150	\$13,300								
Program Managers	2.00	\$ 131,260.00	2.000	\$131,260								
Residential Counselors	7.00	\$ 239,000.00	7.000	\$239,000								
Support Staff	0.60	\$ 11,712.00	0.600	\$11,712								
Relief Staff	1.00	\$ 40,000.00	1.000	\$40,000								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
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	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
TOTALS	10.75	\$435,272	10.75	\$435,272	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 27% \$117,523 27% \$117,523 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$552,795 \$552,795 \$0 \$0 \$0 \$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-4a Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 3839
Provider Name (same as line 8 on DPH 1): Baker Street House

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names,
Dates, Hours & Amounts)
Dr. Donald Tarver, Psychiatrist

OTHER
Client-Related Expense (Food, Transportation,
Household Goods, Hygiene & Medical, etc.
Misc. Operating Expense (Dues, Fees, Licenses)

TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____
\$ 125,000.00	125,000				
\$ 24,987.00	24,987				
\$ 6,700.00	6,700				
\$ 18,000.00	18,000				
\$ 500.00	500				
\$ 5,897.00	5,897				
\$ 1,500.00	1,500				
\$ 1,000.00	1,000				
\$ 3,246.00	3,246				
\$ -					
\$ 10,050.00	10,050				
\$ -					
\$ -					
\$ -					
\$ -					
\$ -					
\$ -					
\$ 56,283.00	56,283				
\$ -					
\$ 6,500.00	6,500				
\$ -					
\$ -					

TOTAL OPERATING EXPENSE \$259,663 \$259,663 \$0 \$0 \$0 \$0

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

FISCAL YEAR: 2010-2011			APPENDIX #: B-4b Page 1			
LEGAL ENTITY NAME: Baker Places Inc			PROVIDER #: 00339			
PROVIDER NAME: Robertson Place			DATE: 7/20/2010			
REPORTING UNIT NAME:						
REPORTING UNIT: 3885-1			3885-1	3885DT		
MODE OF SVCS / SERVICE FUNCTION CODE: 05/65-79			60/40-49	10/95-99		
SERVICE DESCRIPTION: Adult Residential			Life Support-Bd&Care	Day Rehab Full day	#N/A	TOTAL
CBHS FUNDING TERM: 7/1/10-6/30/11						
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS			386,279	177,860		564,139
OPERATING EXPENSE			80,800	44,388	55,816	181,004
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS			467,079	44,388	233,676	745,143
INDIRECT COST AMOUNT			56,049	5,327	28,041	89,417
TOTAL FUNDING USES:			523,128	49,715	261,717	834,560
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)			124,797		125,157	249,954
ARRA SDMC FFP (11.59)			59,900		6,641	66,541
STATE REVENUES - click below						
GRANTS - click below			CFDA #:			
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
REALIGNMENT FUNDS			110,010		71,959	181,969
COUNTY GENERAL FUND			228,421		57,960	286,381
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			523,128		261,717	784,845
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below			CFDA #:			
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL DPH REVENUES			523,128		261,717	784,845
NON-DPH REVENUES - click below						
Patient/Client Fees				49,715		
TOTAL NON-DPH REVENUES			0	49,715	0	49,715
TOTAL REVENUES (DPH AND NON-DPH)			523,128	49,715	261,717	834,560
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE ¹			3,942	3,942	2,400	
UNITS OF TIME ²						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)			132.71	12.61	109.05	0.00
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)			132.71	0.00	109.05	0.00
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)			\$250.00		215.00	
UNDUPLICATED CLIENTS			96		96	

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 3885
 Provider Name (same as line 8 on DPH 1): Robertson Place

APPENDIX #: B-4b Page 2
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Clinical/Division Director	0.31	\$ 26,786.00	0.313	26,786								
Program Managers	2.00	\$ 110,438.00	2.000	110,438								
Residential Counselors	7.50	\$ 272,388.00	7.500	272,388								
Support Staff	0.60	\$ 11,712.00	0.600	11,712								
Relief Staff	1.00	\$ 22,880.00	1.000	22,880								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
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	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
TOTALS	11.41	\$444,204	11.41	\$444,204	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS	27%	\$119,935	27%	\$119,935	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		\$564,139		\$564,139		\$0		\$0		\$0		\$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-4b Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 3885
Provider Name (same as line 8 on DPH 1): Robertson Place

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names,
Dates, Hours & Amounts)
Dr. Donald Tarver, Psychiatrist

OTHER
Client-Related Expense (Food, Transportation,
Household Goods, Hygiene & Medical, etc.
Misc. Operating Expense (Dues, Fees, Licenses)

TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: (dept. name)	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____
\$ 46,988.00	46,988				
\$ 24,508.00	24,508				
\$ 8,800.00	8,800				
\$ 10,900.00	10,900				
\$ 500.00	500				
\$ 6,723.00	6,723				
\$ 2,300.00	2,300				
\$ 1,535.00	1,535				
\$ 5,682.00	5,682				
\$ -					
\$ 10,000.00	10,000				
\$ -					
\$ -					
\$ -					
\$ -					
\$ -					
\$ -					
\$ 54,824.00	54,824				
\$ -					
\$ 8,244.00	8,244				
\$ -					
\$ -					

TOTAL OPERATING EXPENSE

\$181,004 \$181,004 \$0 \$0 \$0 \$0

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

FISCAL YEAR: 2010-2011			APPENDIX #: B-4c-Page 1				
LEGAL ENTITY NAME: Baker Places Inc			PROVIDER #: 00339				
PROVIDER NAME: Jo Ruffin Place			DATE: 7/20/2010				
REPORTING UNIT NAME:							
REPORTING UNIT:		8991-1	8991-1	8991DT			
MODE OF SVCS / SERVICE FUNCTION CODE		05/65-79	60/40-49	10/95-99			
SERVICE DESCRIPTION		Adult Residential	Life Support-Bd&Care	Day Rehab Full day	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:		7/1/10-6/30/11	7/1/10-6/30/11	7/1/10-6/30/11			
FUNDING USES:							
SALARIES & EMPLOYEE BENEFITS		478,748		240,085			718,833
OPERATING EXPENSE		158,047	41,200	52,682			251,929
CAPITAL OUTLAY (COST \$5,000 AND OVER)							0
SUBTOTAL DIRECT COSTS		636,795	41,200	292,767	0	0	970,762
INDIRECT COST AMOUNT		76,415	4,944	35,132			116,491
TOTAL FUNDING USES:		713,210	46,144	327,899	0	0	1,087,253
CBHS MENTAL HEALTH FUNDING SOURCES							
FEDERAL REVENUES - click below							
SDMC Regular FFP (50%)		223,796		154,274			378,070
ARRA SDMC FFP (11.59)		59,900		6,641			66,541
STATE REVENUES - click below							
GRANTS - click below		CFDA #:					
Please enter other here if not in pull down							
PRIOR YEAR ROLL OVER - click below							
Please enter other here if not in pull down							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
REALIGNMENT FUNDS		165,437		88,954			254,391
COUNTY GENERAL FUND		264,077		78,030			342,107
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		713,210		327,899			1,041,109
CBHS SUBSTANCE ABUSE FUNDING SOURCES:							
FEDERAL REVENUES - click below							
Please enter other here if not in pull down							
STATE REVENUES - click below							
Please enter other here if not in pull down							
GRANTS/PROJECTS - click below		CFDA #:					
Please enter other here if not in pull down							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
COUNTY GENERAL FUND							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL DPH REVENUES		713,210		327,899			1,041,109
NON-DPH REVENUES - click below							
Patient/Client Fees			46,144				
TOTAL NON-DPH REVENUES		0	46,144	0	0	0	46,144
TOTAL REVENUES (DPH AND NON-DPH)		713,210	46,144	327,899	-	-	1,087,253
CBHS UNITS OF SVCS/TIME AND UNIT COST:							
UNITS OF SERVICE ¹		4,599	4,599	2,800			
UNITS OF TIME ²							
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		155.08	10.03	117.11	0.00	0.00	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)		155.08	0.00	117.11	0.00	0.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)		\$240.00		215.00			
UNDUPLICATED CLIENTS		100		100			

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

APPENDIX #: B-4c Page 2
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 8991
Provider Name (same as line 8 on DPH 1): Jo Ruffin Place

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Clinical/Division Director	0.31	\$ 26,779	0.313	26,779								
Program Managers	2.00	\$ 112,433	2.000	112,433								
Residential Counselors	12.00	\$ 367,313	12.000	367,313								
Support Staff	0.60	\$ 11,712	0.600	11,712								
Relief Staff	1.00	\$ 47,773	1.000	47,773								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
TOTALS	15.91	\$566,010	15.91	\$566,010	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 27% \$152,823 27% \$152,823 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$718,833 \$718,833 \$0 \$0 \$0 \$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-4c Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): Jo Ruffin Place
Provider Name (same as line 8 on DPH 1): 8991

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names,
Dates, Hours & Amounts)
Dr. Donald Tarver, Psychiatrist

OTHER
Client-Related Expense (Food, Transportation,
Household Goods, Hygiene & Medical, etc.
Misc. Operating Expense (Dues, Fees, Licenses)

TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____
\$ 96,898.00	96,898				
\$ 40,600.00	40,600				
\$ 8,200.00	8,200				
\$ 9,940.00	9,940				
\$ 500.00	500				
\$ 8,742.00	8,742				
\$ 1,500.00	1,500				
\$ 700.00	700				
\$ 7,250.00	7,250				
\$ -					
\$ 10,000.00	10,000				
\$ -					
\$ -					
\$ -					
\$ -					
\$ -					
\$ 60,320.00	60,320				
\$ -					
\$ 7,279.00	7,279				
\$ -					
\$ -					

TOTAL OPERATING EXPENSE

\$251,929 \$251,929 \$0 \$0 \$0 \$0

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

FISCAL YEAR:		2010-2011			APPENDIX #: B-4d Page 1	
LEGAL ENTITY NAME:		Baker Places Inc			PROVIDER #: 00339	
PROVIDER NAME:		San Jose Place			DATE 7/20/2010	
REPORTING UNIT NAME::						
REPORTING UNIT:		38BS-1	38BS-1	38BS-2		
MODE OF SVCS / SERVICE FUNCTION CODE		05/65-79	60/40-49	10/95-99		
SERVICE DESCRIPTION		Adult Residential	Life Support- Bd&Care	Day Rehab Full day	#N/A	#N/A TOTAL
CBHS FUNDING TERM:		7/1/10-6/30/11				
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS		413,287		206,363		619,650
OPERATING EXPENSE		75,305	35,000	39,692		149,997
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS		488,592	35,000	246,055	0	769,647
INDIRECT COST AMOUNT		58,631	4,200	29,527		92,358
TOTAL FUNDING USES:		547,223	39,200	275,582	0	862,005
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)		128,477		112,928		241,405
ARRA SDMC FFP (11.59)		59,900		6,641		66,541
STATE REVENUES - click below						
GRANTS - click below		CFDA #:				
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
REALIGNMENT FUNDS		113,381		64,972		178,353
COUNTY GENERAL FUND		245,465		91,041		336,506
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		547,223		275,582		822,805
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below		CFDA #:				
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
TOTAL DPH REVENUES		547,223		275,582		822,805
NON-DPH REVENUES - click below						
Patient/Client Fees			39,200			
TOTAL NON-DPH REVENUES		0	39,200	0	0	39,200
TOTAL REVENUES (DPH AND NON-DPH)		547,223	39,200	275,582		862,005
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE ¹		3,614	3,614	2,200		
UNITS OF TIME ²						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		151.42	10.85	125.26	0.00	0.00
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)		151.42	0.00	125.26	0.00	0.00
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)		\$250.00		215.00		
UNDUPLICATED CLIENTS		90		90		

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): San Jose Place
 Provider Name (same as line 8 on DPH 1): 38BS

APPENDIX #: B-4d Page 2
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Clinical/Division Director	0.31	\$ 26,674	0.313	26,674								
Program Managers	2.00	\$ 142,840	2.000	142,840								
Residential Counselors	7.50	\$ 264,074	7.500	264,074								
Support Staff	0.60	\$ 11,712	0.600	11,712								
Relief Staff	1.00	\$ 42,613	1.000	42,613								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
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	0.00	\$ -										
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	0.00	\$ -										
	0.00	\$ -										
TOTALS	11.41	\$487,913	11.41	\$487,913	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 27% \$131,737 27% \$131,737 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$619,650 \$619,650 \$0 \$0 \$0 \$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-4d Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): San Jose Place
Provider Name (same as line 8 on DPH 1): 38BS

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)
Dr. Donald Tarver, Psychiatrist

OTHER
Client-Related Expense (Food, Transportation,
Household Goods, Hygiene & Medical, etc.
Misc. Operating Expense (Dues, Fees, Licenses)

TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____
\$ 42,320.00	42,320				
\$ 22,305.00	22,305				
\$ 7,500.00	7,500				
\$ 6,014.00	6,014				
\$ 500.00	500				
\$ 6,188.00	6,188				
\$ 1,000.00	1,000				
\$ 1,100.00	1,100				
\$ 4,660.00	4,660				
\$ -					
\$ 10,000.00	10,000				
\$ -					
\$ -					
\$ -					
\$ -					
\$ -					
\$ 43,410.00	43,410				
\$ -					
\$ 5,000.00	5,000				
\$ -					
\$ -					
TOTAL OPERATING EXPENSE	\$149,997	\$149,997	\$0	\$0	\$0

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

FISCAL YEAR:		2010-2011		APPENDIX #: B-5 Page 1	
LEGAL ENTITY NAME:		Baker Places Inc		PROVIDER #: 00339	
PROVIDER NAME:		Acceptance Place		DATE 7/20/2010	
REPORTING UNIT NAME:					
REPORTING UNIT:		38752			
MODE OF SVCS / SERVICE FUNCTION CODE		Res-51			
SERVICE DESCRIPTION		SA-Res Recov Long Term (over 30 days)		TOTAL	
CBHS FUNDING TERM:		7/1/10-6/30/11		7/1/10-6/30/11	
FUNDING USES:					
SALARIES & EMPLOYEE BENEFITS		465,517		465,517	
OPERATING EXPENSE		155,519		155,519	
CAPITAL OUTLAY (COST \$5,000 AND OVER)					
SUBTOTAL DIRECT COSTS		621,036		621,036	
INDIRECT COST AMOUNT		74,524		74,524	
TOTAL FUNDING USES:		695,560		695,560	
CBHS MENTAL HEALTH FUNDING SOURCES					
FEDERAL REVENUES - click below					
STATE REVENUES - click below					
GRANTS - click below		CFDA #:			
PRIOR YEAR ROLL OVER - click below					
WORK ORDERS - click below					
3RD PARTY PAYOR REVENUES - click below					
REALIGNMENT FUNDS					
COUNTY GENERAL FUND					
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES					
CBHS SUBSTANCE ABUSE FUNDING SOURCES:					
FEDERAL REVENUES - click below					
STATE REVENUES - click below					
GRANTS/PROJECTS - click below		CFDA #:			
WORK ORDERS - click below					
3RD PARTY PAYOR REVENUES - click below					
COUNTY GENERAL FUND		610,627		610,627	
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		610,627		610,627	
TOTAL DPH REVENUES		610,627		610,627	
NON-DPH REVENUES - click below					
Patient/Client Fees		40,000		40,000	
Provider's Fund		44,934		44,934	
TOTAL NON-DPH REVENUES		84,934		84,934	
TOTAL REVENUES (DPH AND NON-DPH)		695,561		695,561	
CBHS UNITS OF SVCS/TIME AND UNIT COST:					
UNITS OF SERVICE ¹		3,468			
UNITS OF TIME ²					
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		200.57			
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)		176.07			
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)		250.00			
UNDUPLICATED CLIENTS		60			

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 38752
 Provider Name (same as line 8 on DPH 1): Acceptance Place

APPENDIX #: B-5 Page 2 -
 Document Date: 07/01/10 -

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Program Manager	2.05	113,286	2.05	113,286								
S/A Counselors	5.50	225,263	5.50	225,263								
Relief Staff (no benefits)	1.00	28,000	1.00	28,000								
TOTALS	8.55	366,549	8.55	366,549	-	-	-	-	-	-	-	-
EMPLOYEE FRINGE BENEFITS	27%	98,968	27%	98,968		-		-		-		-
TOTAL SALARIES & BENEFITS		465,517		465,517		-		-		-		-

DPH 4: Operating Expenses Detail

APPENDIX #: B-5 Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 38752
Provider Name (same as line 8 on DPH 1): Acceptance Place

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names,
Dates, Hours & Amounts)

OTHER
Client-Related Expense (Food, Transportation,
Household Goods, Hygiene & Medical, etc.
Misc. Operating Expense (Dues, Fees, Licenses)

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: (dept. name)	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____
60,756	60,756				
21,000	21,000				
5,717	5,717				
8,332	8,332				
500	500				
4,583	4,583				
1,700	1,700				
1,405	1,405				
2,350	2,350				
44,176	44,176				
-					
5,000	5,000				
-					
-					
155,519	155,519	-	-	-	-

TOTAL OPERATING EXPENSE

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

FISCAL YEAR: 2010-2011		APPENDIX #: B-6 Page 1			
LEGAL ENTITY NAME: Baker Places Inc		PROVIDER #: 00339			
PROVIDER NAME: Joe Healy Medical Detox		DATE: 7/20/2010			
REPORTING UNIT NAME:					
REPORTING UNIT:	38442				
MODE OF SVCS / SERVICE FUNCTION CODE	Res-50				
SERVICE DESCRIPTION	SA-Res Free Standing Res Detox				TOTAL
CBHS FUNDING TERM:	7/1/10-6/30/11				7/1/10-6/30/11
FUNDING USES:					
SALARIES & EMPLOYEE BENEFITS	2,343,468				2,343,468
OPERATING EXPENSE	829,355				829,355
CAPITAL OUTLAY (COST \$5,000 AND OVER)					-
SUBTOTAL DIRECT COSTS	3,172,823	-	-	-	3,172,823
INDIRECT COST AMOUNT	380,730				380,730
TOTAL FUNDING USES:	3,553,553	-	-	-	3,553,553
CBHS MENTAL HEALTH FUNDING SOURCES					
FEDERAL REVENUES - click below					-
					-
STATE REVENUES - click below					-
GRANTS - click below	CFDA #:				-
					-
PRIOR YEAR ROLL OVER - click below					-
					-
WORK ORDERS - click below					-
					-
3RD PARTY PAYOR REVENUES - click below					-
					-
REALIGNMENT FUNDS					-
COUNTY GENERAL FUND					-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES:					
FEDERAL REVENUES - click below					-
					-
STATE REVENUES - click below					-
					-
GRANTS/PROJECTS - click below	CFDA #:				-
					-
WORK ORDERS - click below					-
					-
3RD PARTY PAYOR REVENUES - click below					-
					-
COUNTY GENERAL FUND	3,553,553				3,553,553
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	3,553,553	-	-	-	3,553,553
TOTAL DPH REVENUES	3,553,553	-	-	-	3,553,553
NON-DPH REVENUES - click below					
					-
					-
TOTAL NON-DPH REVENUES		-	-	-	-
TOTAL REVENUES (DPH AND NON-DPH)	3,553,553	-	-	-	3,553,553
CBHS UNITS OF SVCS/TIME AND UNIT COST:					
UNITS OF SERVICE ¹	8,376				
UNITS OF TIME ²					
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	424.25				
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	424.25				
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	475.00				
UNDUPLICATED CLIENTS	520				

¹Units of Service: Days, Client Day, Full Day/Half-Day

²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Provider Number (same as line 7 on DPH 1): 38442
 Provider Name (same as line 8 on DPH 1): Joe Healy Medical Detox

APPENDIX #: B-6 Page 2
 Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Division Director	0.20	26,250	0.20	26,250								
Project Director	1.00	80,000	1.00	80,000								
Assistant Director	2.00	94,500	2.00	94,500								
Medical Director	0.50	89,250	0.50	89,250								
Nurse Practitioner	0.50	52,500	0.50	52,500								
Nursing Supervisor	1.00	100,000	1.00	100,000								
S/A Counselors	12.00	435,885	12.00	435,885								
Driver/Counselor	1.00	39,000	1.00	39,000								
Nursing Staff	11.50	610,293	11.50	610,293								
Support Services	1.50	48,251	1.50	48,251								
Relief Staff (no fringe)	6.00	342,038	6.00	342,038								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
TOTALS	37.20	1,917,967	37.20	1,917,967	-	-	-	-	-	-	-	-

EMPLOYEE FRINGE BENEFITS	22%	425,501	22%	425,501						
Fringe = (Total Salaries minus Relief Staff Salaries) x 27%										
TOTAL SALARIES & BENEFITS		2,343,468		2,343,468	-	-	-	-	-	-

DPH 4: Operating Expenses Detail

APPENDIX #: B-6 Page 3
 Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 38442
 Provider Name (same as line 8 on DPH 1): Joe Healy Medical Detox

Expenditure Category

Rental of Property
 Utilities(Elec, Water, Gas, Phone, Scavenger)
 Office Supplies, Postage
 Building Maintenance Supplies and Repair
 Printing and Reproduction
 Insurance
 Staff Training
 Staff Travel-(Local & Out of Town)
 Rental of Equipment
 CONSULTANT/SUBCONTRACTOR (Provide Names,
 Dates, Hours & Amounts)

 OTHER
 Client Related (Meals & Household)
 Program Supplies & Activities
 Medication
 Outside Services

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: (dept. name)	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: _____	Term: _____	Term: _____
242,996	242,996				
108,000	108,000				
25,277	25,277				
61,796	61,796				
500	500				
39,575	39,575				
1,500	1,500				
1,000	1,000				
9,500	9,500				
145,000	145,000				
4,759	4,759				
29,252	29,252				
160,200	160,200				
829,355	829,355	-	-	-	-

TOTAL OPERATING EXPENSE

DPH 6: Contract-Wide Indirect Detail

CONTRACTOR NAME: Baker Places In

DATE: July 1, 2010

FISCAL YEAR: 2010-2011

LEGAL ENTITY #: 00339

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Directors		\$ 300,485
Program Managers		\$ 131,730
Support Services		\$ 349,300
EMPLOYEE FRINGE BENEFITS		\$ 203,194
TOTAL SALARIES & BENEFITS		\$ 984,709

2. OPERATING COSTS

Expenditure Category	Amount
30 - Legal Fees	25,671
40 - Professional Fees, Other	46,486
10 - Supplies	16,016
30 - Telephone & Telecommunications	9,670
40 - Postage, Shipping, Delivery	1,027
50 - Mailing Services	848
60 - Equipment, Furniture Rental	9,197
65 - Equipment Maintenance	2,437
70 - Printing & Copying	98
80 - Dues, Subscriptions	288
10 - Rent & Other Occupancy	124,875
11 - Parking	10,640
15 - Facilities Maintenance	14,238
20 - Utilities	27,347
40 - License/Permit Fees	527
20 - Insurance, Non-employee	9,027
30 - Membership Dues	263
40 - Staff Development, Training	1,500
60 - Outside Computer Services	3,244
70 - Advertising Expenses	350
TOTAL OPERATING COSTS	\$ 303,749
TOTAL INDIRECT COSTS (Salaries & Benefits + Operating Costs)	\$ 1,288,458
This Contract as % of Overall Agency Expenditures	89%
TOTAL INDIRECT COSTS CHARGED TO THIS CONTRACT	\$ 1,146,727

**Appendix C
Insurance Waiver**

RESERVED

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**Appendix D
Additional Terms**

1. HIPAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that CONTRACTOR falls within the following definition under the HIPAA regulations:

- ☐ A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- ☒ A Business Associate subject to the terms set forth in Appendix E;
- ☐ Not Applicable, CONTRACTOR will not have access to Protected Health Information.

2. THIRD PARTY BENEFICIARIES

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

3. CERTIFICATION REGARDING LOBBYING

CONTRACTOR certifies to the best of its knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

C. CONTRACTOR shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. MATERIALS REVIEW

CONTRACTOR agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. CONTRACTOR agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. CITY agrees to conduct the review in a manner which does not impose unreasonable delays on CONTRACTOR'S work, which may include review by members of target communities.

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

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

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

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

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

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

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

3. Termination

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

4. Limitation of Liability

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

5. Disclaimer

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

6. Certification

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

7. Amendment

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

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

8. Assistance in Litigation or Administrative Proceedings

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

9. No Third-Party Beneficiaries

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

10. Effect on Contract

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

11. Interpretation

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

12. Replaces and Supersedes Previous Business Associate Addendums or Agreements

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

Appendix F
Invoice

CMS# 6995

P-500 (5-10)

Baker Places, Incorporated
July 1, 2010

Appendix F
PAGE A

INVOICE NUMBER: S03 JL 0

Ct.Blanket No.: BPHM	TBD
----------------------	-----

User Cd

Fund Source:	General Fund
--------------	--------------

Invoice Period : July 2010

Final Invoice:		(Check if Yes)
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ACE Control Number:

	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
Unduplicated Clients for Exhibit:					

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENT	UOS	CLIENTS
	B-1 Joe Healy Medical Detox RU# 38442											
Res-50 SA-Res Free Stadning Res Detox Residential Days (CSAS)	8,376				\$ 424.25	\$ -	0.000		0.00%		8,376.000	

\$ 3,553,518.00

SUBTOTAL AMOUNT DUE
Less: Initial Payment Recovery
(For DPH Use) Other Adjustments
NET REIMBURSEMENT

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Title: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

Appendix F
PAGE A

ACE Control Number:

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

Appendix F
PAGE A

Control Number

Contractor: Baker Places Inc.

Address: 600 Townsend St., Ste. 200, San Francisco CA 94107

Tel No.: (415) Tel No.: (415) 864-4655

Fax No.: (415) Fax No.: (415) 626-2398

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M02 JL 0

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: General Fund

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 AILP RU# 8908OP												
45/ 20 - 29 Cmnty Client Svcs							#DIV/0!		-		#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: One-Time Expense Transition Voc Svcs To CVE	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

INVOICE NUMBER:	M01 JL 0
Cl.Blanket No.: BPHM	TBD
Cl. PO No.: POHM	TBD
Fund Source:	GF, Fed Medi-Cal(FPP), State Realignment
Invoice Period :	July 2010
Final Invoice:	(Check if Yes)
ACE Control Number:	

Contractor: Baker Placess Inc.

Address: 600 Townsend St., Ste. 200, San Francisco CA 94107

Tel No.: (415) 864-4655

Fax No.: (415) 826-2398

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

PHP Division: Community Behavioral Health Services

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
-----------------------------------	---------------------------------	--------------------------------------	----------------------------------	---------------------------	--

*Unduplicated Counts for AIDS Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (Mn only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables		
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS	
B-4a Baker Street House RU# 3639-1													
05/ 40 - 49 Adult Crisis Residential	4,599				\$ 126.540	\$ -	0.000		0.00%		4,599.000		\$ 581,957.46
10/ 95 - 99 Day Rehab Full Day RU# 3639DT	2,976				\$ 91.260	\$ -	0.000		0.00%		2,976.000		271,589.76
05-65 Baker St. Transitional Res. (Days) Mode 05 - 3639-Adult Res.					\$ 145.21	\$ -	0.000		#DIV/0!		0.000		
60-40 Baker St. Transitional Res. (Days) Mode 60 - 3639-1-Rm & Bd					\$ 8.85	\$ -	0.000		#DIV/0!		0.000		
10-95 Baker St. Habilitative Day Tx (Days) Mode 95 - 3639 Day Tx					\$ 90.80	\$ -	0.000		#DIV/0!		0.000		\$ 853,547.22
B-2 Odyssey House													
15-10 Mental Health Service (Minute) - 3840 OP-Outpatient					\$ 4.02	\$ -	0.000		#DIV/0!		0.000		
15/ 01 - 09 Case Mgt Brokerage	3,605				\$ 2.12	\$ -	0.000		0.00%		3,605.000		7,642.60
15/ 10 - 59 MHS - Ind.	68,414				\$ 3.00	\$ -	0.000		0.00%		68,414.000		205,242.00
15/ 10 - 59 MHS - Grp	25,000				\$ 3.00	\$ -	0.000		0.00%		25,000.000		75,000.00
15/ 10 - 59 MHS - Assess	2,400				\$ 3.00	\$ -	0.000		0.00%		2,400.000		7,200.00
15/ 10 - 59 MHS - Collateral	36,000				\$ 3.00	\$ -	0.000		0.00%		36,000.000		108,000.00
15/ 70 - 79 Crisis Intervention-OP	4,000				\$ 4.00	\$ -	0.000		0.00%		4,000.000		\$ 419,084.60
B-4b Robertson Place RU# 3885-1													
05/ 40 - 49 Adult Crisis Residential	3,942				\$ 132.71	\$ -	0.000		0.00%		3,942.000		523,142.82
10/ 95 - 99 Day Rehab Full Day RU# 3885DT	2,400				\$ 108.05	\$ -	0.000		0.00%		2,400.000		261,720.00
05-65 Robertson Place Transitional Res. (Days) Mode 05 - 3885-Adult Res					\$ 122.68	\$ -	0.000		#DIV/0!		0.000		
60-40 Robertson Place Transitional Res. (Days) Mode 60 - 3885-Rm & Bd					\$ 10.49	\$ -	0.000		#DIV/0!		0.000		
10-95 Robertson Place Day Treatment (Days) Mode 10-95					\$ 116.42	\$ -	0.000		#DIV/0!		0.000		\$ 784,862.82
B-3 Grove Street House RU# 8978-1													
05/ 40 - 49 Adult Crisis Residential	3,285				\$ 308.98	\$ -	0.000		0.00%		3,285.000		1,014,999.30
15/ 60 - 69 Medication Support RU# 8780P	31,220				\$ 3.38	\$ -	0.000		0.00%		31,220.000		105,523.60
05-40 Grove St. Crisis Residential (Days) Mode 05 - 8978-Res Day					\$ 336.27	\$ -	0.000		#DIV/0!		0.000		
60-40 Grove St. Crisis Residential (Days) Mode 60 - 8978-Rm & Bd					\$ 15.84	\$ -	0.000		#DIV/0!		0.000		
15-60 Grove St. Med Support (Minutes) Mode 15 - 8978 OP-Med Support					\$ 4.81	\$ -	0.000		#DIV/0!		0.000		\$ 1,120,522.90
B-3 Vocational Services													
15-10 Mental Health Services (Minute) - 3886 OP					\$ 1.34	\$ -	0.000		#DIV/0!		0.000		
45-10 Continuing Care (Training) (Hour) - 3886 OP					\$ 14.17	\$ -	0.000		#DIV/0!		0.000		\$ -
B-1 AILP RU# 8908OP													
15-10 Mental Health Service (Minute) - 8908 OP-MHS					\$ 1.73	\$ -	0.000		#DIV/0!		0.000		
15/ 01 - 09 Case Mgt Brokerage	3,841				\$ 1.99	\$ -	0.000		0.00%		3,841.000		7,643.59
15/ 10 - 59 MHS - Ind.	218,880				\$ 2.60	\$ -	0.000		0.00%		218,880.000		569,088.00
15/ 10 - 59 MHS - Grp	180,780				\$ 2.60	\$ -	0.000		0.00%		180,780.000		470,028.00
15/ 10 - 59 MHS - Assess	25,200				\$ 2.60	\$ -	0.000		0.00%		25,200.000		65,520.00
15/ 10 - 59 MHS - Collateral	14,400				\$ 2.60	\$ -	0.000		0.00%		14,400.000		37,440.00
15/ 70 - 79 Crisis Intervention-OP	11,989				\$ 2.27	\$ -	0.000		0.00%		11,989.000		\$ 1,176,934.62
B-4c Jo Ruffin Place RU# 8991-1													
05/ 40 - 49 Adult Crisis Residential	4,599				\$ 155.08	\$ -	0.000		0.00%		4,599.000		713,212.92
10/ 95 - 99 Day Rehab Full Day RU# 8991DT	2,800				\$ 117.11	\$ -	0.000		0.00%		2,800.000		327,908.00
05-65 Jo Ruffin Residential Treatment (Days) Mode 05 - 8991-1-Adult Res					\$ 142.68	\$ -	0.000		#DIV/0!		0.000		
60-40 Jo Ruffin Residential Treatment (Days) Mode 60 - 8991-Rm & Bd					\$ 9.98	\$ -	0.000		#DIV/0!		0.000		
10-95 Jo Ruffin Habilitative Day Treatment (Days) - 89912-Day Tx					\$ 106.25	\$ -	0.000		#DIV/0!		0.000		\$ 1,041,120.92
B-4d San Jose Place RU# 38BS-1													
05/ 40 - 49 Adult Crisis Residential	3,614				\$ 151.42	\$ -	0.000		0.00%		3,614.000		547,231.88
10/ 95 - 99 Day Rehab Full Day RU# 38BS-2	2,200				\$ 125.28	\$ -	0.000		0.00%		2,200.000		275,572.00
05-65 San Jose Residential Treatment (Days) Mode 05 - 38BS1-Adult Res					\$ 136.87	\$ -	0.000		#DIV/0!		0.000		
60-40 San Jose Residential Treatment (Days) Mode 60 - 38BS1-Rm & Bd					\$ 9.54	\$ -	0.000		#DIV/0!		0.000		
10-95 San Jose Habilitative Day Treatment (Days) Mode 10-95 - 38BS2					\$ 119.71	\$ -	0.000		#DIV/0!		0.000		\$ 822,803.88
TOTAL	656,144		0.000					0.000	0.00%		648,569.000		\$ 6,218,876.96
<p align="right">SUBTOTAL AMOUNT DUE \$ -</p> <p align="right">Less: Initial Payment Recovery</p> <p align="right">(For DPH Use) Other Adjustments</p> <p align="right">NET REIMBURSEMENT \$ -</p>													NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

**Dispute Resolution Procedure
For Health and Human Services Nonprofit Contractors
9-06**

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/apellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- **Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- **Step 3** Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

CMS# 6995

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H

Emergency Response

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service sites. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

Appendix I

San Francisco Department of Public Health Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2009

PRODUCER (510)273-8888 FAX: (510)273-8867

Saylor & Hill Co

CA License: 0C03950

1999 Harrison Suite 1230

Oakland CA 94612

INSURED

Baker Places, Inc.

600 Townsend St., Suite 200E

San Francisco

CA 94103

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NonProfit Ins Alliance of CA

INSURER B: Cypress Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	200908825NPO	10/15/2009	10/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	200908825NPO	10/15/2009	10/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	200908825UMBPO	10/15/2009	10/15/2010	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	3300056827101	4/1/2010	4/1/2011	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER	200908825NPO	10/15/2009	10/15/2010	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City and County of San Francisco, its officers, agents, employees & agents are named as additional insured under General Liability & Auto Liability, but only insofar as the operations under contract are concerned. This coverage shall apply to all written contracts, projects and services rendered by the insured, to the City and County of San Francisco during the term of this policy. Insurance is primary.

CERTIFICATE HOLDER

elizabeth.apana@sfdph.org

City and County of San Francisco
Office of Contract Management & Compliance
Elizabeth Apana
1380 Howard Street, Room 442
San Francisco, CA 94103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tim Sweeney/DK

ACORD 25 (2009/01)

INS025 (200901)

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

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

THE CITY AND COUNTY OF SAN FRANCISCO
ITS OFFICERS, AGENTS, EMPLOYEES
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
101 GROVE STREET
SAN FRANCISCO, CA 94102

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2010

PRODUCER (510)273-8888 FAX: (510)273-8867

Barney & Barney LLC

CA License: 0C03950

1999 Harrison Suite 1230

Oakland CA 94612

INSURED

Baker Places, Inc.

600 Townsend St, Suite 200E

San Francisco CA 94103

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NonProfit Ins Alliance of CA

INSURER B: Cypress Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	201008825NPO	10/15/2010	10/15/2011	EACH OCCURRENCE \$ 1,000,000	
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
					MED EXP (Any one person) \$ 20,000	
					PERSONAL & ADV INJURY \$ 1,000,000	
					GENERAL AGGREGATE \$ 3,000,000	
					PRODUCTS - COMP/OP AGG \$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	201008825NPO	10/15/2010	10/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
					BODILY INJURY (Per person) \$	
					BODILY INJURY (Per accident) \$	
					PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A	EXCESS/UMBR ELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	201008825UMBNPO	10/15/2010	10/15/2011	EACH OCCURRENCE \$ 3,000,000	
					AGGREGATE \$ 3,000,000	
					\$	
					\$	
					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/>	3300056827101	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	OTHER PROFESSIONAL LIAB. INCLUDES IMPROPER CONDUCT	201008825NPO	10/15/2010	10/15/2011	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City and County of San Francisco, its officers, agents, employees & agents are named as additional insured under General Liability & Auto Liability, but only insofar as the operations under contract are concerned. This coverage shall apply to all written contracts, projects and services rendered by the insured, to the City and County of San Francisco during the term of this policy. Insurance is primary.

CERTIFICATE HOLDER

elizabeth.apana@sfdph.org

City and County of San Francisco
Office of Contract Management & Compliance
Elizabeth Apana
1380 Howard Street, Room 442
San Francisco, CA 94103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tim Sweeney/PG

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NAMED INSURED: BAKER PLACES, INC.
POLICY NUMBER: 201008825NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

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)
<p>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.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

