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 Regents of the University of California, San Francisco

This Agreement is made this 1st day of October, 2010, in the City and County of San Francisco, State of California, by and between: **Regents of the University of California San Francisco**, 94143, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

#### Recitals

WHEREAS, the Department of Public Health, Community Programs, ("Department") wishes to secure citywide case management and reduce unnecessary institutional care; and,

WHEREAS, a Request for Proposal ("RFP") was issued on July 31, 2009 and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4151-09/10, dated June 21, 2010;

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.

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07/01/2010 CMS#6906 **2.** Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from 07/01/2010 to 12/31/2015.

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

 Option 1:
 07/01/2011 - 06/30/2012.

 Option 2:
 07/01/2012 - 06/30/2013.

 Option 3:
 07/01/2013 - 06/30/2014.

 Option 4:
 07/01/2014 - 06/30/2015.

 Option 5:
 07/01/2015 - 12/31/2015.

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 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Thirty Six Million, Six Hundred Forty Four Thousand, and Three Hundred and Thirty One DOLLARS (\$36,644,331). 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 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

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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. Left blank by agreement of the parties. (Disallowance)

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.

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(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

Independent Contractor. Contractor or any agent or employee of Contractor shall be 8. 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

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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

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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.

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

(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 (30) days' advance written notice to 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.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

#### 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

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

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

- 8. Submitting false claims
- 10. Taxes

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- 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

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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

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not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

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

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

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

- 8. Submitting false claims
- 9. Disallowance
- 10. Taxes

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- 11. Payment does not imply acceptance of work
- 13. Responsibility for equipment
- 14. Independent Contractor; Payment of Taxes and Other Expenses
- 15. Insurance
- 16. Indemnification
- 17. Incidental and Consequential Damages
- 18. Liability of City

- 26. Ownership of Results
- 27. Works for Hire
- 28. Audit and Inspection of Records
- 48. Modification of Agreement.

49. Administrative Remedy for Agreement Interpretation.

- 50. Agreement Made in California; Venue
- 51. Construction
- 52. Entire Agreement
- 56. Severability
- 57. Protection of private information

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#### 24. Proprietary or confidential information of City

And, item 1 of Appendix D attached to this Agreement.

Subject to the immediately preceding subsection 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.

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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:	Department of Public Health AIDS Office Contracts Unit 25 Van Ness Avenue, Suite 500 San Francisco, California 94102		(415) 431-1100 Kelly.Jackson@sfdph.org
and:	David Fariello Contract Administrator San Francisco General Hospital 1001 Portrero Ave. Room 2M17 San Francisco, Ca 94110	Email:	David.Fariello@ucsf.edu
To Contractor: For Notices:	Regents of the University of California 3333 California St. San Francisco, CA 94143	FAX: e-mail:	(415)594-3995 cgccsfteam @ucsf.edu

For Payments: Same as For Notices

Any notice of default must be sent by registered mail.

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

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

# 28. Audit and Inspection of Records

a. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain

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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 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 120 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

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shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

#### 34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

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

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

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

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do

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business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

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

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

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

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

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the 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.a 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.

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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.

1. 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

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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 quantity; 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 preservativetreated 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.

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**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, <u>"Modification of Agreement"</u>.

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.

Supervision of Minors. Contractor, and any subcontractors, shall comply with California Penal 55. 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 P-500 (5-10) 22 of 25 07/01/2010

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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 Contactor 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. Contractor agrees to comply fully with and be<br/>bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San<br/>P-500 (5-10)23 of 2507/01/2010

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

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#### CONTRACTOR

# Recommended by:

Date MITCHELL H. KATZ, M.D

Director of Health

Approved as to Form:

Dennis J. Herrera City Attorney

<u>//, /0</u> Date By: Aleeta Van Runkle

Deputy City Attorney

Approved:

nyan / 1/12/1 Naomi Kelly

Director Office of Contract Administration and Purchaser

# Appendices

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

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110-29-

Date

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.

**Regents of the University of California** 

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.

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John Radkowski Manager Contracts and Grants 3333 California St. Suite 315 San Francisco, CA 94143

City vendor number: 44467

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# Appendix A Services to be provided by Contractor

# 1. Terms

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#### A. <u>Contract Administrator:</u>

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

B. <u>Reports</u>:

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. 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

CMS#6906

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.

I. 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 Healthfunded 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."

J. <u>Client Fees and Third Party Revenue:</u>

(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.

K. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

L. <u>Under-Utilization Reports</u>:

Appendix A

Appendix A-1 Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

- Program Name: Citywide Case Management/ Citywide Forensics Program Address: 982 Mission Street, 2<sup>nd</sup> Floor San Francisco, CA 94103 Telephone: (415) 597-8065 Facsimile: (415) 597-8004
- 2. Nature of Document (check one)
  - X New 🗌 Renewal 🔲 Modification

#### 3. Goal Statement

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Citywide Case Management/Forensics will reduce unnecessary institutional care (hospitals, IMD, MRF and/or jail) of high risk, seriously mentally ill transitional aged youth, adults, and older adults.

#### 4. Target Population

Citywide Case Management is a full-service integrated outpatient behavioral health center treating 434 transitional age youth, adult, and/or older-adult consumers identified by CBHS. We will focus on San Francisco adult residents with the highest mental health and social service needs. Over 75% will be diagnosed with complicating substance abuse problems, over 65% have been homeless, and many will also have criminal justice involvement. Approximately 64% will be men, 36% women, 32% will be white, 35% African-American, 24% Asian, and 9% Latino. It serves consumers in every district of the city, but the largest numbers are in the Tenderloin, South of Market, Bayview and Inner-Mission and Chinatown areas. Many consumers live in SROs, but a significant number (especially Asian and Latino consumers) live with families of origin and others in Residential Care group homes.

#### 5. Modality(ies)/Interventions

#### See CRDC:.

In FY10-11, the RU's in current use (89113/89119/8911A3) will be reduced to Citywide Case Management (89113) & Citywide Forensics (89119)

#### 6. Methodology

- Consumers are assertively engaged and followed throughout the system, as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in Board & Care are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers (referred to, in RFP 23-2009 as a Personal Service Coordinator-PSC) accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support system issue and the acquisition
  of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis.
   Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.
  - A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

City Fiscal Year (CBHS only): 10-11

#### Funding Source (AIDS Office & CHPP only):

Referrals for the programs come from hospitals, jails, Sheriff's Department, Behavioral Health Court, and CBHS.

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

Consumers are referred to a central intake staff by phone and fax that screens referrals to make sure they meet Target Population criteria. Within 72 hours a case manager will conduct a face-to-face interview with the consumer to begin a treatment alliance and to make sure the consumer's behavior will be safe for staff and consumers. The case manager will accompany the consumer on the day of discharge to his/her residence and first appointments. Program will adhere to the guidelines, definitions and services as described in the intensive case management guidelines. The Program will only accept consumers authorized by CBHS.

C. Describe your program's service delivery model and how each service is delivered, e.g. phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, etc.

Citywide Case Management Master's level clinicians provide comprehensive case management, crisis, family, and individual therapy services. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The programs incorporate the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. Consumers are seeing as often as is clinically indicated, which may be daily for consumers in crisis or bi-weekly for stable consumers transitioning to a lower level of care. Program hours are 8:30 am to 5:00 pm, Monday through Friday and 10:00 am to 1:00 pm on Saturdays. After hours and weekends are covered by on-call staff who provide phone consultation and support top consumers, support members or other agencies.

- D. Discharge Criteria: All three Division programs (CWCM/Forensics/SPR) will continue with comprehensive, wraparound services as long as clinically needed. When the following criteria are met a step-down transition will be initiated.
- 1. Treatment engagement sufficient to manage acute symptoms and sustained MORS score of 6 and above coupled with decreased staff intervention levels.
- 2. No psychiatric inpatient stays for 18 months
- 3. No more than one PES visit in the last year
- 4. Stable housing, entitlements, health care
- 5. No pending criminal justice charges, and consumer demonstrates 6 months of unassisted management of probation or BHC involvement
- 6. Some productive use of time activities; hobbies, clubs. Work, school, etc. Many Division high-risk consumers will not need intensive services, but be unable to negotiate usual outpatient clinic structure. These consumers will be transitioned to our step-down program in which they continue to receive medications, group therapy and case management at a much reduced level [see section 3 above]. Additionally consumers will transition to primary care providers, neighborhood clinics, or private health care plans and providers as they engage with the larger community and increase their ability to manage usual health care providers.
- E. Describe your program's staffing:

UCSF Internal Reference # P0031213; A115285

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

See Exhibit B

#### 7. Objectives and Measurements

Note: Some sections have other specific requirements for objectives. See section instructions for additional information.

#### **OUTCOME 1: IMPROVE CLIENT SYMPTOMS**

#### **Objective A.1: Reduce Psychiatric Symptoms**

A.1a. <u>Applicable to:</u> Providers of Behavioral Health Services who provide non-24 hour Mental Health Treatment Services to Children, Youth, Families, Adults and Older Adults except supported housing programs

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.

#### Data Source:

CBHS Billing Information System - CBHS will compute.

A.1.e. <u>Applicable to:</u> Providers of Behavioral Health Services who provide mental health treatment services to children, youth, families, adults and older adults except 24 hour programs

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

#### Note: if data available in AVATAR

Client Inclusion Criteria:

Clients discharged between July 1, 2010 and June 30, 2011 who have been served continuously for 2 months or more.

Data Source: Avatar - Reason for Discharge Field

#### Program Review Measurement:

Objective will be evaluated based on a 12-month period from July 1, 2010 to June 30, 2011.

#### A.1k. Applicable to: Intensive Care Management (ICM) Providers of Adult and Older Adult Behavioral Health Services

A.1.k. Intensive Case Management providers will require that clinicians evaluate level of functioning for ALL CLIENTS by completing the Milestones of Recovery Scale (MORS). New clients will complete the MORS at intake, every month Thereafter; and at discharge. Continuing clients will complete the MORS within 90 days of the new contract year, and every month thereafter, and at discharge. Providers must submit 75% of required MORS forms for all clients to pass this objective.

**A.1.I.** Providers will ensure that all clinicians who provide mental health services are certified in the use of the Adult Needs and Strengths Assessment (ANSA). New employees will have completed the ANSA training within 30 days of hire.

# Appendix A-1 Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

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

#### Program Review Measurement:

This objective will be evaluated based on data submitted between July 1, 2010 to June 30, 2011.

#### **Objective A.3: Increase Stable Living Environment**

A.3.a. <u>Applicable to:</u> Providers of Behavioral Health Services for Children, Youth, Families, Adult or Older Adult Mental Health Programs, except 24-hour programs

**A.3.a.** 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.

<u>Data Source:</u> Avatar - Living Situation Codes

<u>Program Review Measurement</u>: Objective will be evaluated based on a 12-month period from July 1, 2009 to June 30, 2010.

#### **B. OTHER MEASURABLE OBJECTIVES/PROCESS OBJECTIVES**

#### **Objective 1: Access to Services**

Applicable to:All Providers of Behavioral Health Services who provide non-24 hour Mental Health TreatmentB.1.a.Services to Adult and Older Adults Health Programs, except 24-hour programs

**B.1.a.** 75% 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 linked Medi-Cal applications submitted by June 30, 2011.

Programs are also strongly encouraged to refer eligible clients to Healthy San Francisco.

#### Client Inclusion Criteria:

Uninsured active clients (seen by the program at least once between April 1, 2010 and June 30, 2011) with a DSM-IV diagnosis code that likely indicates disability (list of DSM-IV diagnosis codes will be provided by CBHS) and open in the program as of July 1, 2010., will be included in the calculation.

#### Data Source:

Program Director will show proof of SSI applications submitted for/by clients (such as copies of applications, or proof of online application submission). Provider shall email DPH SSI Program Coordinator a list containing names and Social Security numbers of clients who applied for SSI through the Agency's assistance at luciana.garcia@sfdph.org.

Program Director shall keep in files proof of SSI applications submitted for/by clients (such as copies of applications or proof of online application submission).

**B.2.a.** During Fiscal Year 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission for substance abuse treatment and CYF mental health treatment providers, and 60 days of

UCSF Internal Reference # P0031213; A115285

Appendix A-1 Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

#### Funding Source (AIDS Office & CHPP only):

admission for adult mental health treatment providers as measured by BIS indicating clients engaged in the treatment process.

#### Program Review Measurement:

Objective will be evaluated based on the first 12-month period from July 1, 2010 to June 30, 2011. Program Director shall send their lists to SSI Program Coordinator by June 30, 2011.

#### C CONTINUOUS QUALITY IMPROVEMENT, PROGRAM PRODUCTIVITY AND SERVICE ACCESS

#### **Objective C.1: Access to Services**

#### C.1.a. <u>Applicable to:</u> All Adult and Older Adult & CYF Behavioral Health Intensive Case Management Programs including SPR's

**C.1.a.** The program will have at least 20% new client episode openings for Fiscal Year 2010-11. The number of targeted new client episode openings during FY 2010-11 will be individually negotiated with the Program Manager for each specific intensive Case Management Program based on historical rate of episode openings and baseline profile of psychiatric stability of caseload.)

#### Client Inclusion Criteria:

All new unique client episode openings into the ICM program during FY 2010-11.

# <u>Data Source</u>: CBHS Billing Information System - CBHS will compute.

# **Objective C.2: Client Outcomes Data Collection**

**C.2.a** For clients on atypical antipsychotics, at least 50% will have metabolic monitoring as per American Diabetes Association – American Psychiatric Association Guidelines for the Use of Atypical Antipsychotics in Adults, documented in CBHS Avatar Health Monitoring, or for clinics without access to Avatar, documentation in the Antipsychotic Metabolic Monitoring Form or equivalent.

#### Client Inclusion Criteria:

Adult and Older Adult clients on any atypical antipsychotic medication (aripiprazole, clozapine, olanzapine, quetiapine, risperidone, ziprasidone) prescribed by Provider any time during July 1, 2010 to June 30, 2011.

# Data Source:

Program Self Report and/or Client medical record audit/MUIC Metabolic Monitoring Subcommittee

#### Program Review Measurement

Objective will be evaluated based on a 12 month period from July 1, 2010 to June 30, 2011. To meet objective, Metabolic Monitoring Form should show at minimum annual monitoring of weight, blood pressure, and fasting glucose (or Hemoglobin A1.C). Upon request, Provider to submit copies of Metabolic Monitoring Forms for randomly selected clients.

# **Objective F.1: Health Disparity in African Americans**

To improve the health, well-being and quality of life of African Americans living in San Francisco CBHS will initiate efforts to identify and treat the health issues facing African American residents of San Francisco. The efforts will take two approaches:

Appendix A-1 Contract Term (MM/DD/YY) 07/01/10 through 06/30/11 Funding Source (AIDS Office & CHPP only):

City Fiscal Year (CBHS only): 10-11

1) Immediate identification of possible health problems for all current African American clients and new clients as they enter the system of care;

2) Enhance welcoming and engagement of African American clients.

Interventions to address health issues:

#### F.1.a. Metabolic and health screening

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. Outpatient providers will document screening information in the Avatar Health Monitoring section.

#### F.1.b. Primary Care provider and health care information

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.

#### The Avatar system will allow electronic documentation of such information.

#### F.1.c. Active engagement with primary care provider

75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider

#### **Objective G.1: Alcohol Use/Dependency**

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

# Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.

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

#### Objective H.1: Planning for Performance Objective FY 2011-2012

H.1.a. Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.

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

H.1.b. Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by African American individuals and families.

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

#### 8. Continuous Quality Improvement

UCSF Internal Reference # P0031213; A115285

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

Citywide is compliant with Federal, State and County regulations and policies. Specifically, we maintain HIPPA standards of notification and confidentiality, Medi-Cal and Medicare charting standards, as well as CBHS standards of care and documentation. Twice a year all clients are encouraged to participate in completing Satisfaction questionnaires and are shown how to use the CBHS Grievance Procedure when dissatisfied with services.

The Program Director chairs a weekly PURQC committee, which reviews all program and Emergency Department High User charts for appropriate utilization of services and supporting documentation. Feedback from the weekly reviews is given to individual clinicians, clinical supervisors, the program's Leadership Team and to staff as a whole through memo, policies updates and regularly scheduled staff meetings. Program design is modified to respond to issues that arise through the PURQC process, for example: the need to inform clients at the beginning of their treatment that Citywide treatment is time limited.

Citywide is actively pursuing the implementation of a Wellness and Recovery model of services. Patient representatives participate on Division committees. Twice a month Community Meeting involving consumers and staff are held to discuss topics and concerns affecting all Department of Psychiatry programs. Patients function in stipend positions: running the site café, the weekly free food and clothing distribution, a janitorial service, clerical services, and other site activities. Currently two consumers fill paid staff position. A yearly staff in-service and discussion focuses on recovery and wellness.

Program services must be culturally informed and delivered by competent staff if they are to be effective. Toward this end, the 982 Mission site has an ongoing Cultural Competence Committee which: advises the Site Director and Program Directors about policy and programming support for increasing cultural resources and programming, organizes periodic mandatory cultural competency training for all site staff, assists in the recruitment and hiring of culturally and linguistically diverse staff, and helps organize on-site cultural events for clients and staff. The committee is also in charge of conducting an annual review of staff language/cultural resources as well as programming strengths and limitations and writing the CBHS Cultural Competency Plan. The Program delivers services in the preferred language of the consumer or make provisions for the use of trained interpreters when needed (including sign language).

Over 60% of the people Citywide serves also suffer from serious or severe substance abuse, but seldom are able or willing to link to substance abuse services. Therefore programs provide concurrent substance abuse treatment using a Harm Reduction approach. Our site at 982 Mission Street has over 110 staff, interns and residents from San Francisco General Hospital, Department of Psychiatry programs. Many bring substance abuse work experience, training, and/or personal recovery work to the job. Additionally:

- All clinical staff are trained through in-service and supervision to assess substance abuse disorders and to integrate harm reduction strategies.
- There are four hours each week of groups focusing on dual diagnosis issues; specifically harm reduction and early recovery topics.
- We have on-site, quick UA testing which helps the physicians in assessing patient's symptoms and diagnosis as well as helping case managers who are helping educate patients on the effects of substance use.
- If patients are able to link with 12 step programs, substance abuse outpatient or residential programs, Citywide/Community Focus provides close communication and treatment coordination. No services are dependent on patient attaining or maintaining abstinence.

Contractor: UCSF - Department of Psychiatry Program: Citywide Linkage Team Appendix A-2 Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

- 1. Program Name: Citywide Linkage Team (CLT) Program Address: 982 Mission Street City, State, Zip Code: San Francisco, CA 94103 Telephone: (415) 597-8065 Facsimile: (415) 597-8004
- 2. Nature of Document (check one)

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#### 3. Goal Statement

The program will help consumers recover emotional stability and functioning outside of institutional care, while linking to primary care, entitlements, housing, legal advocacy, payee services, and other resources to craft a stable support system. Finally, consumers will be transitioned to ongoing mental health and/or substance abuse services within 60 to 90 days.

#### 4. Target Population

CLT will treat San Francisco transitional-aged youth, adult, and older adult residents who, facing discharge from Inpatient Units or PES, are identified as being at risk of failure to link with necessary support services in the community. Consumers will be about 56% male, 43% female, 40% white, 25% African American, 19% Asian, and 16% Latino. 90% are homeless and 80% are trauma survivors.

5. Modality(les)/Interventions

See CRDC

6. Methodology

Engagement and assessment of referrals from the Inpatient Units usually occurs on the day of the referral. Each CLT consumer's Plan of Care is based on his/her stated goal, with the consumer dictating the goal CLT's services will help him/her achieve. CLT staff are imaginative and persistent in their determination to tailor services to meet consumer's immediate goals and most basic needs, using the Stages of Change model to tailor interventions appropriate for "where the client is at." With the consumer's expressed consent, his/her natural supports are also engaged in support of the consumer's recovery process: friends, loved ones, hotel managers, store clerks, payee services, etc. These natural supports serve as a way to re-link with consumers, who have fallen out of treatment, or to reinforce and support the relationship with the case manager.

The Citywide Linkage Team provides a full range of services to its enrolled consumers:

- Assessment and diagnosis with a focus on the development of a specific, measureable, time-limited, client-centered treatment plan.
- Psychoeducation with consumers and family members about diagnoses, symptoms, medications, stress reduction, and treatment options.
- Crisis intervention for consumers and family members, in the community they live. PSCs use natural and agency
  resources to shore up a consumer's support system, and also provide on-site consultation with PES and hospital staff.
  On-call access to our clinical staff is available 24 hours/7 days a week to all consumers, family members and
  collaborating programs.
- Short-term, solution-focused therapy including CBT, DBT, Harm Reduction/Relapse Prevention, Motivational Interviewing, and supportive counseling.

UCSF Reference # P0031213; A115285

# Contractor: UCSF - Department of Psychiatry Program: Citywide Linkage Team

Appendix A-2 Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

# Funding Source (AIDS Office & CHPP only):

- Medication assessment, prescription, and monitoring.
- Assistance with finding appropriate long-term housing options.
- Placement of the client in residential treatment programs or short-term housing options, with assistance and coaching to maintain stability in placement.
- Routine and frequent outreach to clients in the community providing individualized support and engagement as needed.
- Linkage and advocacy to needed services including: primary health care, SSI advocacy, GA, support groups, self-help organizations, vocational services, payee services, socialization options, and basic needs.
- Staff to client ratio is 1:13, with services available in English, Spanish, and Cantonese, (provided by bi-cultural staff) and with expertise in services for transitional age youth and geriatric consumers. Clinical staff at 982 Mission Street can additionally provide services or translation in Russian, tagalong, Mandarin, Toisanese, Fukinese, and Vietnamese.
- Linkage to the appropriate level of ongoing mental health, substance abuse, and/or primary care providers, including
  accompanying consumers to initial appointments to ensure secure linkage to ongoing services.

Within 60 to 90 days, CLT works to securely link clients to long-term clinic based services, ICM services, substance abuse services, and/or primary care providers for mental health care. By accurately accessing what the lowest appropriate level of care is for a client, we are able to support clients' highest levels of functioning, while dramatically reducing clients' long-term cost to the system. With staff at Mission Mental Health, Chinatown North Beach, and South of Market Mental Health, we can provide a clinical assessment and intake, open the chart in the outpatient modality and expedite a medication evaluation. When clients are referred to long-term ICM services we overlap our services with the new provider for a brief time, to insure that the client is securely linked before being closed with CLT.

E. Describe your program's staffing: which staff will be involved in what aspects of the service development and delivery. Indicate if any staff position is not funded by the grant. See Exhibit B.

#### 7. Objectives and Measurements

Note: Some sections have other specific requirements for objectives. See section instructions for additional information.

#### **OUTCOME 1: IMPROVE CLIENT SYMPTOMS**

#### **Objective A.1: Reduce Psychiatric Symptoms**

A.1a. <u>Applicable to:</u> Providers of Behavioral Health Services who provide non-24 hour Mental Health Treatment Services to Children, Youth, Families, Adults and Older Adults except supported housing programs

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.

#### Data Source:

CBHS Billing Information System - CBHS will compute.

A.1.e. <u>Applicable to:</u> Providers of Behavioral Health Services who provide mental health treatment services to children, youth, families, adults and older adults except 24 hour programs

UCSF Reference # P0031213; A115285

Document Date 10/05/2010 Page 2 of 7

Funding Source (AIDS Office & CHPP only):

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

Note: if data available in AVATAR <u>Client Inclusion Criteria:</u> Clients discharged between July 1, 2010 and June 30, 2011 who have been served continuously for 2 months or more.

<u>Data Source:</u> Avatar - Reason for Discharge Field

<u>Program Review Measurement</u>: Objective will be evaluated based on a 12-month period from July 1, 2010 to June 30, 2011.

A.1k. Applicable to: Intensive Care Management (ICM) Providers of Adult and Older Adult Behavioral Health Services

**A.1.k.** Intensive Case Management providers will require that clinicians evaluate level of functioning for ALL CLIENTS by completing the Milestones of Recovery Scale (MORS). New clients will complete the MORS at intake and at discharge. Providers must submit 75% of required MORS forms for all clients to pass this objective.

A.1.I. Providers will ensure that all clinicians who provide mental health services are certified in the use of the Adult Needs and Strengths Assessment (ANSA). New employees will have completed the ANSA training within 30 days of hire.

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

#### Program Review Measurement:

This objective will be evaluated based on data submitted between July 1, 2010 to June 30, 2011.

#### **B. OTHER MEASURABLE OBJECTIVES/PROCESS OBJECTIVES**

#### **Objective 1: Access to Services**

# Applicable to:All Providers of Behavioral Health Services who provide non-24 hour Mental Health TreatmentB.1.a.Services to Adult and Older Adults Health Programs, except 24-hour programs

**B.1.a.** 75% 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 linked Medi-Cal applications submitted by June 30, 2011.

Programs are also strongly encouraged to refer eligible clients to Healthy San Francisco.

#### **Client Inclusion Criteria:**

Uninsured active clients (seen by the program at least once between April 1, 2010 and June 30, 2011) with a DSM-IV diagnosis code that likely indicates disability (list of DSM-IV diagnosis codes will be provided by CBHS) and open in the program as of July 1, 2010., will be included in the calculation.

Data Source:

#### Funding Source (AIDS Office & CHPP only):

Program Director will show proof of SSI applications submitted for/by clients (such as copies of applications, or proof of online application submission). Provider shall email DPH SSI Program Coordinator a list containing names and Social Security numbers of clients who applied for SSI through the Agency's assistance at luciana.garcia@sfdph.org.

Program Director shall keep in files proof of SSI applications submitted for/by clients (such as copies of applications or proof of online application submission).

**B.2.a**. During Fiscal Year 2010-2011, 70% of treatment episodes will show three or more service days of treatment within 30 days of admission for substance abuse treatment and CYF mental health treatment providers, and 60 days of admission for adult mental health treatment providers as measured by BIS indicating clients engaged in the treatment process.

#### Program Review Measurement:

Objective will be evaluated based on the first 12-month period from July 1, 2010 to June 30, 2011. Program Director shall send their lists to SSI Program Coordinator by June 30, 2011.

#### C CONTINUOUS QUALITY IMPROVEMENT, PROGRAM PRODUCTIVITY AND SERVICE ACCESS

#### **Objective C.2: Client Outcomes Data Collection**

**C.2.a** For clients on atypical antipsychotics, at least 50% will have metabolic monitoring as per American Diabetes Association – American Psychiatric Association Guidelines for the Use of Atypical Antipsychotics in Adults, documented in CBHS Avatar Health Monitoring, or for clinics without access to Avatar, documentation in the Antipsychotic Metabolic Monitoring Form or equivalent.

#### **Client Inclusion Criteria:**

Adult and Older Adult clients on any atypical antipsychotic medication (aripiprazole, clozapine, olanzapine, quetiapine, risperidone, ziprasidone) prescribed by Provider any time during July 1, 2010 to June 30, 2011.

#### Data Source:

Program Self Report and/or Client medical record audit/MUIC Metabolic Monitoring Subcommittee

#### Program Review Measurement

Objective will be evaluated based on a 12 month period from July 1, 2010 to June 30, 2011. To meet objective, Metabolic Monitoring Form should show at minimum annual monitoring of weight, blood pressure, and fasting glucose (or Hemoglobin A1.C). Upon request, Provider to submit copies of Metabolic Monitoring Forms for randomly selected clients.

#### **Objective F.1: Health Disparity in African Americans**

To improve the health, well-being and quality of life of African Americans living in San Francisco CBHS will initiate efforts to identify and treat the health issues facing African American residents of San Francisco. The efforts will take two approaches:

1) Immediate identification of possible health problems for all current African American clients and new clients as they enter the system of care;

2) Enhance welcoming and engagement of African American clients.

Interventions to address health issues:

F.1.a. Metabolic and health screening

UCSF Reference # P0031213; A115285

Funding Source (AIDS Office & CHPP only):

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. Outpatient providers will document screening information in the Avatar Health Monitoring section.

#### F.1.b. Primary Care provider and health care information

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.

#### The Avatar system will allow electronic documentation of such information.

#### F.1.c. Active engagement with primary care provider

75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider

# **Objective G.1: Alcohol Use/Dependency**

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

# Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.

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

# **Objective H.1: Planning for Performance Objective FY 2011-2012**

H.1.a. Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.

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

H.1.b. Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by African American individuals and families.

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

# A. Other Measurable Objectives

15% reduction in cost to the system of care/psychiatric hospitalization and/or PES visits compared to the cost used by the same consumers in the year previous to admission to CLT: CLT provides a critical role in providing community based stabilization of consumers who are "high utilizers" in the system of care. Diversion of consumers from costly hospitalizations and PES visits is essential to this role. Consumer progress and quality of care is monitored in weekly supervision, to ensure appropriate interventions to reduce crisis visits. Reduction in the numbers of acute visits and cost to the system of care will be obtained from CBHS BIS data.

60% of consumers referred from PES and SFGH Inpatient Psychiatric Units engaged into services as measured by 3 faceto-face visits: In order to help consumers change the pattern of repeated decompensations and crisis visits, it is essential that they be engaged in recovery oriented treatment. The initial engagement (as described in a. 2. b. above) is one of the

Funding Source (AIDS Office & CHPP only):

most critical factors in successful treatment and stabilization of consumers who are "high utilizers" or at risk of repeated decompensation and crisis visits. Referrals and outcomes of engagement efforts and strategies are addressed in weekly clinical supervision with each PSC, to monitor success in engaging consumers. The program will track referrals in the CLT Referral Log. Data from BIS will track episode openings and the number of face-to-face visits.

**50% of open consumers linked to ongoing behavioral health services, including services at Primary Care Clinics, Private Providers, substance abuse programs or other appropriate supports:** The central role of CLT is to successfully link our consumers with the appropriate level of ongoing support to help them continue their trajectory towards increased stabilization and improved quality of life. One of the long-term consumers and program outcomes referenced in the CLT Logic Model is: At least 50% of opened consumers successfully discharged to a treating program: substance abuse, mental health, and/or primary care provider resulting in higher likelihood of continued consumer stability, well being, and quality of life. Mandatory weekly supervision addresses consumer progress toward linkage and efficacy of clinician's interventions to promote a secure linkage. The PSC documents where the consumer has been linked to, verifying that the consumer had at least one face to face meeting with the new provider, and verifying with the new provider that the consumer agreed to participate in treatment. For those consumers linked to CBHS programs, the CBHS BIS system will indicate an open episode for the consumer at the new program. Data on linkage to other supports, e.g. primary care, private providers, to be logged and tracked by program.

**60% of homeless consumers linked to housing:** As referred to in section **2. a. 2)** above, 90 % of CLT's consumers are homeless when referred to CLT and housing is critical in the stabilization of consumers post psychiatric hospitalization or PES visit. Consumer housing status and needs are documented at opening in CLT services. Weekly supervision with the case manager monitors each consumer's housing status and effectiveness of clinician interventions to stabilize and improve consumer housing.

#### 8. Continuous Quality Improvement

CLT is compliant with Federal, State and County regulations and policies. Specifically, we maintain HIPPA standards of notification and confidentiality, Medi-Cal and Medicare charting standards, as well as CBHS standards of care and documentation. Twice a year all clients are encouraged to participate in completing Satisfaction questionnaires and are shown how to use the CBHS Grievance Procedure when dissatisfied with services.

The CLT Program Director participates in the Division's weekly PURQC committee, which reviews all Citywide and Emergency Department High User charts for appropriate utilization of services and supporting documentation. Feedback from the weekly reviews is given to individual clinicians, clinical supervisors, the program's Leadership Team and to staff as a whole through memo, policies updates and regularly scheduled staff meetings. Program design is modified to respond to issues that arise through the PURQC process, for example: the need to inform clients at the beginning of their treatment that Citywide treatment is time limited.

#### CLT is actively pursuing the implementation of a Wellness and Recovery model of services.

Consumers are involved in program evaluation and CQI activities in multiple ways. Consumers complete the CBHS Client Satisfaction Survey bi-yearly to provide feedback on program functioning, and improvement in their own quality of life as a direct result of program activities. Feedback from the Client Satisfaction Surveys will be used to reevaluate what CLT program activities are providing measurable improvements in clients' quality of life, and which case management or therapeutic priorities need improvement. Clients will be asked to confirm the status of referrals to vital resources including housing, SSI, primary care, and ongoing mental health or substance abuse treatment before they are closed with CLT services to maximize linkage to all resources needed. Case managers approach working with clients as a partnership and seek ongoing feedback from clients regarding the relevance and effectiveness of services.

In addition, CLT consumer feedback is solicited at the Citywide/Community Focus steering committee, cultural competence committee, dual diagnosis task force, employment task force and safety committees. CLT will participate in the Citywide/Community Focus annual CQI meeting with the following agenda: proposal outcomes reviewed, client

satisfaction results discussed, program changes elicited. Consumers, family members and interested community participants will be invited.

CLT services must be culturally informed and delivered by competent staff if they are to be effective. Toward this end, the 982 site has an ongoing Cultural Competence Committee which: advises the Site Director and Program Directors about policy and programming support for increasing cultural resources and programming, organizes periodic mandatory cultural competency training for all site staff, assists in the recruitment and hiring of culturally and linguistically diverse staff, and helps organize on-site cultural events for clients and staff. The committee is also in charge of conducting an annual review of staff language/cultural resources as well as programming strengths and limitations and writing the CBHS Cultural Competency Plan. The Program delivers services in the preferred language of the consumer or make provisions for the use of trained interpreters when needed (including sign language).

Over 60% of the people CLT serves also suffer from serious or severe substance abuse, but seldom are able or willing to link to substance abuse services. All CLT staff are trained in these interventions, and help consumers focus on the impact of substance use on their quality of life. Intervention is non-judgmental, collaborative, and oriented towards helping consumers develop intrinsic motivation for behavior change through exploring their ambivalence and discussing discrepancies between continued substance use and the consumer's identified goals. CLT staff support a safe and realistic plan for reduced use or abstinence when this is a goal for the consumer. Advocacy and linkage for medical detox, residential treatment, methadone detox/maintenance, or other ongoing substance abuse treatment is a key task of CLT staff. Mutual support from other dually diagnosed consumers is critical, and the peer Consumer Integration Specialist staff will be key to this task as well as 982 Mission Street harm reduction groups, co-lead by consumers.

UCSF Reference # P0031213; A115285

**Appendix A-2** Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

Funding Source (AIDS Office & CHPP only):

Contractor: UCSF - Department of Psychiatry Program: NoVA (Fee for Service / Cost Reimbursement) Appendix A-3a & 3b Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

Funding Source (AIDS Office & CHPP only):

- Program Name: Citywide Case Management Forensic Program Address: 982 Mission Street, 2<sup>nd</sup> Floor San Francisco, CA 94103 Telephone: (415) 597-8065 Facsimile: (415) 597-8004
- 2. Nature of Document (check one)

X New 🗌 Renewal 🗌 Modification

# 3. Goal Statement

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The goal of the program is to provide treatment to the whole person that will allow him or her to exit the criminal justice system and re-integrate into the community. Clients remain in the program as long as they continue to need services.

# 4. Target Population

The target population is the mentally ill offender population which makes up approximately 18% of the average daily jail population. CWCMF clients- are 69% Male, 31% female, 43.6% African American, 43.6% White, 8.8% Latino, 6% Asian, 11.6 suffer a mood disorder, 77.9% a psychotic disorder, 23.8% a personality disorder and 95% have a co-occuring substance abuse disorder.

Case Load Size

Forensic case managers (8911NO) treat a caseload of 13 patients each

	Forensic 8911NO
Case Managers	2.19
MDs/nurses	0
Clerical	0
Supervisors	0
Other	- 0
Caseload	30
New Clients	30

# Staffing for the programs are as follows:

# 5. Modality(ies)/Interventions

See CRDC; B-3a (Fee For Service) and B-3b (Cost Reimbursement)

# 6. Methodology

**Referral/Assessment and Engagement:** Within 3 days of referral, a clinical case manager assesses the client in-custody, explain the program services, and allows the client to voluntarily enroll in the program. Every former inmate faces obstacles in finding work, re-establishing family relationships, developing a social network and avoiding further criminal activity, but the challenges faced by

# Appendix A-3a & 3b Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

# Funding Source (AIDS Office & CHPP only):

individuals with psychiatric disabilities – who require specialized services and supports – can be even greater and more complex. In addition to grappling with their illness, they are more likely than other inmates to have been unemployed or homeless when incarcerated. The case manager contacts collateral members of the community with the permission of the individual to obtain more information regarding the clients' needs, barriers, and course of mental illness. The case manager coordinates with all involved legal parties concerning the individual including Jail Psychiatric Services, defense attorney, district attorney if appropriate, the Sheriff's Department, the court system, Probation and Parole departments. This ensures that all parties have a unified approach to discharging the client to the community, enhance increased compliance upon discharge with the help of the case management team. Once released a case manager accompanies the client to the identified housing secured and takes the client to 982 Mission Street to introduce the client to the outpatient clinic where daily services and supports are offered. Programming includes: Anger Management, Stress Management, Wellness Recovery Action Planning, Harm Reduction groups, Dual Diagnosis Groups, African American People's Group, Achieving Goals Group, LGBT Support Group; Women's Group; and a myriad of social opportunities through the Center's Tickets on the Town program which takes groups of clients to events such as the symphony, theater, baseball games, bowling, music events, etc. The client can attend programming 6 days per week at the clinic and is able to have medications dispensed daily, weekly, or monthly by the order of his or her psychiatrist.

**Forensic Assertive Community Treatment (FACT):** CWCMF meets the criteria to be designated as a FACT program, an evidence-based model identified by SAMHSA and described in the following: Assertive Community Treatment (ACT) is a service delivery model in which treatment is provided by a team of professionals with services determined by consumer needs for as long as needed. ACT combines treatment, rehabilitation, and support services in a self-contained clinical team made up of a mix of disciplines, including psychiatry, nursing, addiction counseling, and vocational rehabilitation. The ACT team operates on a 24/7 basis, providing services in the community to offer more effective outreach and to help the consumer generalize the skills to real life settings. ACT is intended for consumers who have severe (a subset of serious with a higher degree of disability) mental illness, are functionally impaired, and at high risk of inpatient hospitalization."

For the purposes of this program, each client is assigned a primary case manager, psychiatrist, licensed vocational nurse, occupational therapist, job developer/employment specialist and consumer life coach. Each client will has a 10-day supply of psychiatric medications upon release from jail and is assessed by a program psychiatrist within the first two weeks of discharge, receive ongoing medication management and is seen by his or her psychiatrist regularly..

While the clinic is open for service 6 days per week between 8:30 a.m. and 4:45 p.m. (M-F) and 10 a.m. to 1 p.m. on Saturdays, the participants in this program have access to an on-call clinician 24 hours per day. The Program Director and two Clinical Supervisors of the program rotate coverage of this phone service to address and assist in crises that occur after the clinic closes.

Immediately upon a client's discharge from custody, the case manager initiates applications for entitlements (most being eligible for SSI and will receive his or her benefits within 6 months of discharge). All clients are be referred and assisted with appointments to a primary care provider. CWCMF collaborates closely with the Housing and Urban Health Clinic allowing for high quality medical care for participants.

**Supported Housing:** Each client has an individualized housing plan depending on need, functioning and stated desire by the client. The least restrictive housing options will be utilized but Supported Housing will be emphasized and facilitated as it has been noted to achieve positive results for individuals with histories of violence, incarceration, homelessness and mental illness. According to the

UCSF Reference # P0031213; A115285

Document Date 10/14/2010 Page 2 of 7

# Contractor: UCSF – Department of Psychiatry Program: NoVA (Fee for Service / Cost Reimbursement)

# Appendix A-3a & 3b Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

#### Funding Source (AIDS Office & CHPP only):

American Psychiatric Association, in a guide to Best Clinical Practices published in 2007: "In this new paradigm, professionals no longer select the setting or determine what type of placement is best for the patient, nor do they place a person on the basis on the basis of open beds or slots in the residential service system. Rather, the person is helped to choose an appropriate living situation on the basis of personal criteria, preferences, resources, and needs. As such, the patient assumes the role of tenant, householder, neighbor, and mainstream community member, working together with staff on mutually agreed on goals and tasks geared toward the individual's success and stability in the home chosen. Additionally, social support, case management, crisis intervention, in-home skills training, and accessible psychiatric consultation, are flexibly wrapped around the changing needs of the patient." (http://www.apa.org/practice/grid.html)

CWCMF works closely with each client, over time, to obtain the desired and stated type of housing with the goal of placement in permanent housing. CWCMF has a long history of providing emergency vouchers through a network of SROs, a strong working relationship with the Housing and Urban Health Clinic and Human Services Agency in securing supported housing units, strong ties with Community Behavioral Health residential treatment programs, Acute Diversion Units, Board and Care homes and also has extensive experience in maneuvering through the substance abuse, faith-based programs and shelter systems.

**Supported Employment:** The CWCMF Supported Employment Team was created to address the discrimination and stigma our clients face for their mental health issues and criminal justice histories by promoting recovery through employment. Each client is assigned to a primary Job Developer/Employment Specialist who assists the client in pursuing meaningful productive activity in the community. Supported Employment is the one EBP with a "voluminous" amount of research showing significant results with the mentally ill. The definition of SE is "competitive work in integrated work settings, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals with the most significant disabilities for whom competitive employment has not traditionally occurred; or for whom competitive employment has been interrupted or intermittent as a result of a significant disability". The principles are clearly defined. They are: (1) Focus is Competitive Employment, (2) No Exclusion Criteria, (3) Rapid Job Search, (4) Attention to Consumer Preference in Job Search, (5) Mental Health and Employment Services are Integrated, (6) Individualized Job Supports are maintained indefinitely.

The Job Developer/Employment Specialist initiates the first meeting in custody in order to develop goals and tentative discharge planning. Upon discharge, stipends are available to immediately engage clients in supported productive work activities at the Center. In addition the Job Developers/Employment Specialists utilize stipends to create stipended employment in the community with the goal that these positions will lead to competitive employment.

This model espouses the principle that there is no such thing as failure if a particular job does not last. Every job experience is an opportunity for learning and experience. ILLNESS, MANAGEMENT AND RECOVERY (IMR):

Research reviews have identified five specific EBPs included in IMR, each supported by multiple controlled studies: Psychoeducation; Behavioral Tailoring; Relapse Prevention; Coping Skills training; Social Skills training.

Contractor: UCSF – Department of Psychiatry Program: NoVA (Fee for Service / Cost Reimbursement)

# Appendix A-3a & 3b Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

City Fiscal Year (CBHS only): 10-11

#### Funding Source (AIDS Office & CHPP only):

The Illness Management and Recovery Program consists of a series of weekly sessions in which mental health practitioners help people who have experienced psychiatric symptoms develop personal strategies for coping with mental illness and moving forward in their lives.

CWCMF case managers encourage clients to participate in the in-custody IMR groups and continue to participate at CWCMF upon release. The weekly group, Achieving Goals, is extremely popular with participants and teaches the following principles: Recovery Strategies; Practical Facts About Mental Illness; The Stress-Vulnerability Model and Treatment Strategies; Building Social Support; Reducing Relapses; Using Medication Effectively; Coping with Stress; Coping with Problems and Symptoms; Getting Your Needs Met in the Mental Health System.

**E.** Integrated Mental Health and Substance Abuse Treatment: It is estimated that 90% of enrolled participants will have substance abuse disorders in addition to his or her mental illness. SAMHSA identifies integrated mental health and substance abuse treatment as the best practice in working with clients with Co-Occurring Disorders. Simply put, it is "the application of knowledge, skills, and techniques by providers to comprehensively address both mental health and substance abuse issues in persons with co-occurring disorders."

CWCM has published articles and spoken at conferences about integrated mental health and substance abuse services since 1989. The program offers 4 dual diagnosis and/or harm reductions group weekly at the clinic. A Dual Recovery Anonymous group takes place every Friday at the Center. Clinicians work with the Community Behavioral Health Services integrated mental health and substance abuse treatment framework and are knowledgeable about the clinical issues in treating two disorders concurrently. Program staff provide clinical treatment at every stage of a client's addiction and are trained in the strategies of Motivational Interviewing and the Stages of Change model of treatment. Notably, the Supported Employment team does not eliminate their services to clients who are actively using substances viewing work and education as stabilizing factors in the clients' lives.

• Gender Focused and Trauma Informed Treatment: SFSD internal studies among female inmates one housing unit (SISTER) conducted in 2003 and 2004 found that 7% of women identified themselves as having a mental disability. In 2004, 57% of these women reported their mental health as poor or fair. In 2003, 84% indicated their mental health was poor or fair.

CWCMF, through its Sheriff's Department WISH grant, has developed an array of specialized services addressing the ever-increasing needs of an ever-increasing female mentally ill offender population. Specifically, the program has developed a women-only check-in group daily for participants. Clinicians are trained in Seeking Safety, a manualized, evidence-based treatment addressing issues of trauma. CWCMF has developed strong relationships with domestic violence resources as a majority of the women served have experienced profound violence perpetrated on them throughout their lives and even within 6 months of incarceration. Safe housing is a priority for these women (and access to Domestic Violence shelters has been necessary in some cases). CWCMF, through its role in BHC, has developed working relationships with the Dependency Drug Court with the goal of helping primarily women reunify with their children; Hamilton Transitional Family Housing; Jelani House; Ashbury House; and continues to build on the resources available to women.

**Dialectical Behavior Therapy (DBT):** The CWCMF team has 9 clinicians that are extensively trained and participate in the program's DBT program which has been in existence for 6 years. DBT is an intensive treatment modality that was created specifically for individuals suffering from Borderline Personality Disorder. DBT consists of individual therapy, skills training groups, crisis intervention (after-hours)

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### Funding Source (AIDS Office & CHPP only):

Appendix A-3a & 3b

coverage) and weekly consultation meetings for the therapists. DBT teaches client how to utilize new skills in coping with emotions (replacing self-harming behaviors with mindfulness, emotion regulation skills, distress tolerance skills, and interpersonal effectiveness skills). The Citywide/Community Focus DBT team has been in existence for over 6 years.

• The unduplicated number of individuals serves: 30 clients are served at any one time. Current client retention averages 21.4 months.

Cultural Relevance of Program to Participants.

Cultural competence is a key value for the programs at 982 Mission Street. An active Cultural Competence Committee advises the site director with two members on the Steering Committee, organizes mandatory staff training, and additional noon discussions, and maintains a directory of staff cultural/language resources. Additionally, the staff at 939 Mission Street represents a wide array of San Francisco's diversity in language, culture and sexual orientation. Center staff and clients organize yearly celebratory activities for Black History Month, Lunar New Year, Gay Pride, International Women's Day, Cinco De Mayo, Thanksgiving, and New Years. Languages spoken at the center include: Spanish, Korean, Cantonese, Mandarin, Toisanese, Portuguese. Tagolog, Russian, French, Italian and Farsi. CWCMF has implemented gender-specific services for women clients coming out of jail and prison. Groups focusing on trauma issues, parenting, loss of custody, women's reproduction and health issues are offered.

Consumers who have spent time in jail or prison are exposed to the culture of incarceration. Staff at Citywide understand and appreciate this unique culture and it's impact on those returning to the community. Dr. Terry Kupers, who has written and lectured on mental health issues in prisons, has met with staff of CWCMF and served as a consultant concerning program design.

• Part 3: Program Capacity

Program hours are Monday through Friday 8;30 am to 5:00 pm and Saturdays 10:00 am to 1:00 pm. New consumers funded through this RFP will be able to access resources and ongoing activities at the 982 Mission receives referrals of clients from many sources including: Jail Psychiatric Services, the Sheriff's Department, the Court, Attorneys, Probation Officers, other community providers, Parole Officers, psychiatric hospitals, family members and consumers themselves.

Program Staff engages in daily outreach in the community, jails, and hospitals bringing clinical case management services to the client rather than requiring office visits. Program staff spends a considerable amount of time providing collateral services and pscyhoeducation to other program staff, hotel staff, employers, family members and communities

• Identify resources available for the proposed program (i.e. facilities, office equipment). Specify if you intend to use Sheriff's facilities for all or part of the program. Describe how services will be provided in a location that is adequate, accessible, compliant with the Americans with Disabilities Act (ADA), and amenable to the target population.

CWCMF is headquartered at 982 Mission Street San Francisco, CA 94103 along with four other case management programs. This newly designed and refurbished facility is ADA compliant, bright, warm, attractive, spacious, and geographically close to most of the single occupancy room hotels that client's live in as well as readily accessible by public transportation. The interior was designed by Gensler Architects in close collaboration with the staff and consumers of all three programs. The building uses natural wood and light as well as warm colors with high ceilings to create areas that are inviting and functional. The client has

# Funding Source (AIDS Office & CHPP only):

two group rooms, a library, a large consumer-run café, 11 interview rooms, three medical examination rooms, a shower to help clients with delousing, and a large comfortable waiting room.

 Describe your program's staffing: See Exhibit B

### 7. Objectives and Measurements

# Goal I: Identify and divert individuals with co-occurring disorders from jail to INTENSIVE CASE MANAGEMENT MENTAL HEALTH SERVICES IN THE COMMUNITY.

Objective 1: Work closely with Jail Psychiatric Services and the San Francisco Sheriff's and conduct in-jail assessments of approximately 50 individuals over the 16-month grant period.

Objective 2: Enroll a minimum of 40 clients over the 16-month period while maintaining a constant caseload of a minimum of 30 clients.

Objective 3: Develop consumer-driven individualized discharge and treatment plans for every client incorporating goals that address every aspect of the clients' life: family, housing, income, employment, health, recreation, psychiatric and spiritual.

# GOAL II: ACHIEVE VIOLENCE PREVENTION AND REDUCTION BY PARTICIPANTS IN THE PROGRAM

Objective 1: Reduce new arrests for violence of participants by 45% one year post-enrollment into the program (in comparison to one-year prior to enrollment).

Objective 2: Coordinate and facilitate victim services as appropriate and requested by clients in order to provide healing for both the victim and the offender. This will be accomplished by linking clients to existing victim services agencies and supporting clients through the process.

Objective 3: Offer weekly Anger Management individual and group therapy to every participant in the program.

# GOAL III: PROMOTE A COMPREHENSIVE SERVICE DELIVERY SYSTEM BY CREATING AND MAINTAINING PARTNERSHIPS AND COALITIONS BETWEEN CRIMINAL JUSTICE, MENTAL HEALTH AND SUBSTANCE ABUSE PROFESSIONALS.

Objective 1: Maintain existing partnerships between CWCMF and the following: San Francisco Sheriff's Department; Jail Psychiatric Services; Community Behavioral Health Services; Behavioral Health Court; SF Public Defender's Office; SF District Attorney's Office; SF Adult Probation Dept; CA Dept of Corrections and State Parole; SF Police Department; Residential Substance Abuse Treatment programs (dual diagnosis, substance abuse, faith-based treatment programs); SF Pretrial Services; Child Dependency Court and Family Reunification Services; Housing and Urban Health; National Alliance on Mental Illness; and AA/NA/Dual Recovery Anonymous groups.

Objective 2: Develop new partnerships between Criminal Justice, Mental Health and Substance Abuse programs in order to expand the network of services available to clients and educate the community re: the needs and issues facing mentally ill offenders re-entering the community.

Objective 3: Develop partnerships between CWCMF and Victim Services programs in order to offer services addressing the violence and harm perpetrated by offenders and the trauma suffered by victims and supporting healing for both parties.

Contractor: UCSF – Department of Psychiatry Program: NoVA (Fee for Service / Cost Reimbursement) Appendix A-3a & 3b Contract Term (MM/DD/YY) 07/01/10 through 06/30/11

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# 8. Continuous Quality Improvement

Citywide is compliant with Federal, State and County regulations and policies. Specifically, we maintain HIPPA standards of notification and confidentiality, Medi-Cal and Medicare charting standards, as well as CBHS standards of care and documentation. Twice a year all clients are encouraged to participate in completing Satisfaction questionnaires and are shown how to use the CBHS Grievance Procedure when dissatisfied with services.

The Program Director chairs a weekly PURQC committee, which reviews all program and Emergency Department High User charts for appropriate utilization of services and supporting documentation. Feedback from the weekly reviews is given to individual clinicians, clinical supervisors, the program's Leadership Team and to staff as a whole through memo, policies updates and regularly scheduled staff meetings. Program design is modified to respond to issues that arise through the PURQC process, for example: the need to inform clients at the beginning of their treatment that Citywide treatment is time limited.

Citywide is actively pursuing the implementation of a Wellness and Recovery model of services. Patient representatives participate on Division committees. Twice a month Community Meeting involving consumers and staff are held to discuss topics and concerns affecting all Department of Psychiatry programs. Patients function in stipend positions: running the site café, the weekly free food and clothing distribution, a janitorial service, clerical services, and other site activities. Currently two consumers fill paid staff position. A yearly staff in-service and discussion focuses on recovery and wellness. Program services must be culturally informed and delivered by competent staff if they are to be effective. Toward this end, the 982 Mission site has an ongoing Cultural Competence Committee which: advises the Site Director and Program Directors about policy and programming support for increasing cultural resources and programming, organizes periodic mandatory cultural competency training for all site staff, assists in the recruitment and hiring of culturally and linguistically diverse staff, and helps organize on-site cultural events for clients and staff. The committee is also in charge of conducting an annual review of staff language/cultural resources as well as programming strengths and limitations and writing the CBHS Cultural Competency Plan. The Program delivers services in the preferred language of the consumer or make provisions for the use of trained interpreters when needed (including sign language).

Over 60% of the people Citywide serves also suffer from serious or severe substance abuse, but seldom are able or willing to link to substance abuse services. Therefore programs provide concurrent substance abuse treatment using a Harm Reduction approach. Our site at 982 Mission Street has over 110 staff, interns and residents from San Francisco General Hospital, Department of Psychiatry programs. Many bring substance abuse work experience, training, and/or personal recovery work to the job. Additionally:

- All clinical staff are trained through in-service and supervision to assess substance abuse disorders and to integrate harm reduction strategies.
- There are four hours each week of groups focusing on dual diagnosis issues; specifically harm reduction and early recovery topics.
- We have on-site, quick UA testing which helps the physicians in assessing patient's symptoms and diagnosis as well as helping case managers who are helping educate patients on the effects of substance use.
- If patients are able to link with 12 step programs, substance abuse outpatient or residential programs, Citywide/Community Focus provides close communication and treatment coordination. No services are dependent on patient attaining or maintaining abstinence

Contractor: UCSF - Department of Psychiatry Program: CWRT/CBHS Appendix A-4 Contract Term (MM/DD/YY) 07/01/10 through 06/30/11 Funding Source (AIDS Office & CHPP only):

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- Program Name: Citywide Roving Team Program Address: 982 Mission Street, 2<sup>nd</sup> Floor San Francisco, CA 94103 Telephone: (415) 597-8065 Facsimile: (415) 597-8004
- 2. Nature of Document (check one)

X	New		Renewal	Modification
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#### 3. Goal Statement

The purpose of this contract is to provide behavioral health case management for formerly homeless individuals living in the Human Services Agency's Housing First Master Lease Program. The goal of these services is to maximize housing retention within the Housing First Master Lease Program by addressing the unmet behavioral health needs of residents.

#### 4. Target Population

The contractor will serve residents of the Housing First Master Lease Program identified by on-site staff as having significant unmet behavioral health needs that could, if not addressed, lead to eviction and future episodes of homelessness

#### 5. Modality(ies)/Interventions

See CRDC.

#### 6. Methodology

Services will be provided on-site at designated Housing First Master Lease sites funded by the Human Services Agency and operated by contracted housing providers. The team funded under this contract will outreach and provide behavioral health services, linkage and referral and crisis assessment and intervention on-site at the Housing First Master Lease Program supportive housing sites. Work hours for all staff will be 8:30 a.m. to 5:00 p.m., Monday through Friday.

#### Services to be Provided

The Housing First Master Lease Program provides housing for formerly homeless individuals and provides on-site services designed to help residents achieve long-term housing stability. The Housing First Master Lease Program currently offers more than 2,200 units of housing in twenty-two sites.

The team funded by this contract will consist of two Licensed Clinical Supervisors (LCSW or MFT), four senior level Case Managers (MSW or MA/MS), and a Substance Abuse Specialist (B.A. level). The team will augment the work of on-site staff by working with residents who require intensive short-term case management intervention due to unmet behavioral health needs that could pose a threat to housing stability. The team will also work in tandem with staff at the Department of Public Health (DPH)'s Housing and Urban Health Primary Care Clinic to provide comprehensive primary and behavioral health care to residents of the Housing First Master Lease Program. In addition, the team will refer residents as needed to an array of treatment resources.

Funding Source (AIDS Office & CHPP only):

Through this contract, contractor will:

- A. Work with on-site staff to identify residents in need of intensive short-term behavioral health treatment.
- B. Perform comprehensive psycho-social and substance abuse assessments completed in conjunction with medical assessments by the DPH primary care staff.
- C. Formulate short-term treatment plans to address difficult behaviors and preserve housing stability.
- D. Provide a full range of treatment intervention to individual clients, including (but not limited to): crisis intervention (including 5150 services as needed); supportive individual, family or group psychotherapy; substance abuse counseling (including harm reduction strategies); intensive case management, and daily living skill building.
- E. Offer transitional dual diagnosis groups in various Housing First Master Lease sites aimed at introducing harm reduction principles, strategies and resources to residents who are not yet willing or able to access drug treatment.
- F. Provide referrals and linkages to appropriate entitlements and resources to enhance and strengthen residents' support systems on a long-term basis.
- G. Provide discharge planning and termination as the resident is either no longer in need of intensive services or leaves the hotel.
- H. Participate in individual case conferences, team coordination meetings and in-service trainings with DPH medical staff as necessary.
- I. Track all client interactions and outcome data.
- J. Ensure completion of required time-keeping documentation for CSBG (Title XIX) reimbursement.
- E. Describe your program's staffing: which staff will be involved in what aspects of the service development and delivery. Indicate if any staff position is not funded by the grant. Note: For CBHS, Appendix B is sufficient.

#### See Exhibit B

# 7. Objectives and Measurements

The following Individualized Objectives are determined by self-report:

- A. Behavioral Health Roving Team, staff will perform outreach and/or provide direct services to at least 400 unduplicated Housing First Master Lease Program residents per contract year.
- B. Staff will perform behavioral health and substance abuse assessments for at least 85% of clients referred.
- C. Based on short-term treatment plans, provide a full range of treatment intervention to at least 125 unduplicated clients per quarter.
- D. Staff will coordinate at least 2000 referral and linkage episodes per year.
- E. Staff will facilitate dual diagnosis pre-treatment/early recovery and social skills groups at least twice per week, for a total of at least 150 groups per year.
- F. 100% of residents seeking assistance with SSI applications or appeals will be assisted by staff or linked with DECU.
- G. Of those clients referred to the team who are at risk of eviction due to unmet behavioral health needs, at least 70% will maintain their housing for six months or more following engagement.
- H. 50% of residents seen by the team will link with health/substance abuse, or mental health providers as evidenced by at least two visits.

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# Funding Source (AIDS Office & CHPP only):

#### 8. Monitoring Activities

- A. <u>Program Monitoring</u>: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. <u>Fiscal Compliance and Grant Monitoring</u>: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance. Fiscal monitoring will also include a review of the overall program budget, including the Medi-Cal draw down and access to funds work ordered to DPH to support this.

#### 9. Reporting Requirements

2.

- A. Quarterly Reports
  - 1. Contractor shall submit quarterly responses for each individualized objective outlined above.
    - In addition, the quarterly reports will provide the following data:
      - a. Number of individual interventions with SRO residents.
        - b. Number of resident referrals to substance abuse, mental health, entitlement or vocational support, social activities or health agencies.
        - c. Number of residents participating in a program-sponsored group offered by Contractor staff.
  - 3. Quarterly reports shall include relevant quantitative and qualitative information and attachments as appropriate.
  - 4. Quarterly reports are due 15 days after the end of the quarter. For example, for the quarter from 7/1/10-9/30/10, the report is due on 10/15/10.
- B. Nine Month Report
  - 1. Contractor shall submit a nine-month report in lieu of the third quarter report for the final year of the contract.
  - 2. In addition to the requirements of the quarterly reports, the nine month report shall provide cumulative results for each objective as outlined above.
  - 3. This report will be due April 15, 2011.
- C. Annual Reports
  - 1. Contractor shall submit a 12-month report in lieu of the fourth quarter report covering the period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> for each year.
  - 2. This report shall provide cumulative results for each objective as outlined above and shall include 12-month demographic information.
  - 3. This report is due 15 days after the end of the period (July 15).
- D. All reports are to be submitted in duplicate to:
  - 1. Scott Walton, Deputy Director, Housing and Homeless Programs Scott.Walton@sfgov.org
  - 2. Larry Chatmon, Contract Manager, Office of Contract Management Larry.Chatmon@sfgov.org

San Francisco Human Services Agency

P.O. Box 7988

SAN FRANCISCO, CA 94120

UCSF Reference # P0031213; A115285

Appendix A-5 Contract Term (MM/DD/YY) 07/01/10 through 06/30/11 Funding Source (AIDS Office & CHPP only):

City Fiscal Year (CBHS only): 10-11

 Program Name: Stimulant Treatment Outpatient Program (STOP) Program Address: Citywide Case Management Programs, 982 Market St. City, State, Zip Code: San Francisco, CA 94110 Telephone: (415) 597-8065 Facsimile: (415) 597-8004

2. Nature of Document (check one)

🛛 New 🔲 Renewal 🗌 Modification

# 3. Goal Statement

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

# 4. Target Population

STOP provides outpatient substance abuse treatment to clients of the Citywide and Community Focus mental health programs. The location just south of Market Street is easily accessible to residents of the South of Market and Tenderloin areas, and is easily accessible by public transportation from other low-income areas of the City, including the Bayview and the Mission.

- Primary target population: Drug of choice Methamphetamine, cocaine, or alcohol, often in conjunction with other substances.
- Secondary target population: Co-occurring disorders chronic mental illness, often in conjunction with chronic health problems.
- Tertiary target population: Low economic status General Assistance, SSI, low income.
- The target population includes a large proportion of African American, Latino, gay, lesbian, bisexual, and transgender individuals.

#### 5. Modalities/Interventions

- A. Modality of service/intervention: Outpatient Substance Abuse Treatment
- B. Definition of Billable Services: See Exhibit B

The unit of service for outpatient programs (including outpatient detox. and aftercare, but excluding methadone maintenance and methadone detoxification) is defined as the **time** (minutes) spent by a substance counselor performing one or more of the following: assessment, treatment planning, individual and group counseling, case management, education, family collateral counseling, aftercare, crisis intervention, and case management. This is inclusive of all of the time spent by the substance abuse counselor in providing direct services to the client, including time spent on the phone and in the field providing the above services, as well as time away from the client used for development of assessments, treatment plans, and collateral information. All valid direct, operating, and indirect costs are recovered when unit cost (total program costs/number of units) is calculated, included the portion of time

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validly spent by counselors in non-direct services. State certification standards require a minimum of two (2) contacts per month per registered client.

# 6. Methodology

# A. Outreach, Recruitment

Information about STOP services is posted throughout the Citywide/Community Focus facility, including the client activities room, the lunch room, group rooms, etc. Clients may drop in or Citywide/Community Focus staff can introduce clients to STOP during drop-in orientation times.

# B. Admission criteria and process

# Admission Criteria

STOP serves adults who abuse or are dependent on cocaine or methamphetamine, with or without problematic use of other substances.

Potential clients whose substance abuse, mental health, or medical problems are of sufficient severity as to need a higher level of care than intensive outpatient treatment are referred to a program providing an appropriate level of care.

No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to staff, self or others or who needs an immediate medical evaluation or medical nursing care.

# Readmission Criteria

Any person previously admitted to and discharged from the program may apply for readmission. Staff assess whether the conditions that resulted in their previous discharge have changed sufficiently to warrant readmission to the program.

# Admission Process

1. <u>Drop-in Screening and Orientation</u>: The counselor collects information about current substance use and prior treatment experiences to determine whether outpatient counseling at STOP can meet their needs. Clients needing other services (e.g. medical detox or methadone maintenance) are given information or assisted with phone calls as appropriate. Clients who may benefit from STOP services are seen for intake assessment.

# 2. Intake Assessment: Intake assessment includes

a) Assessment of substance use problems (admission, CALOMS, assessment of DSM criteria met for substance abuse or dependence, health questionnaire),

b) Consent forms, release of information forms, fee assessment if applicable, and client rights (privacy practices and grievance procedures are covered at their agency intake prior to their intake at STOP).

c) Development of treatment plan with client.

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# 3. Start of Group and Individual Counseling

Most clients will receive group and individual counseling.

If medically authorized as appropriate, clients who are unable to participate in group will receive only individual counseling for a specified period of time.

#### C. Service delivery model

#### Substance abuse treatment integrated in a mental health agency

STOP provides outpatient substance abuse counseling in coordination with mental health services provided by Citywide/Community Focus staff, which provide case management, psychiatric medication management, outreach and home visits, socialization activities, independent living skills training, and vocational services. For clients for whom urine drug testing is clinically indicated, it is conducted by the Citywide/Community Focus case manager, and shared with STOP staff. Clients must consent to exchange of information between STOP and Citywide/Community Focus staff in order to participate in STOP.

#### Support of both harm reduction and abstinence goals

STOP respects the different treatment needs of individuals who want to stop using stimulants and other drugs as well as the treatment needs of individuals who want to reduce their use or the harm resulting from use. Abstinence focused treatment helps clients work toward a drug free life style by developing the motivation, coping skills, and support systems needed to put together longer and longer drug free periods. Harm reduction treatment helps clients identify what is needed to reduce the harmful effects of drug use in their lives, assess what options are realistic for them at this time in their drug use history, and develop the skills and support systems needed to reduce the harmful effects of drug use.

# Types and locations of services

Substance abuse counseling by STOP includes group, individual and as appropriate couples or family counseling at Citywide Case Management/Community Focus. Home visits may be scheduled as needed, after consultation with the client's Citywide/Community Focus case manager. Counseling focuses on clients' drug use and relates this to other important issues in clients' lives, such as mental health, health, legal, economic, identity, sexual orientation, sexual, relationship, cultural, or spiritual issues.

STOP services at Citywide/Community Focus are starting out with one group a week, and individual counseling as needed. With additional funding, services may be expanded to additional groups and motivational incentives (e.g. for drug negative urine tests).

#### Length of stay

Intended: 9 months.

Average: 6 months.

#### Treatment phases

Most clients enter at Phase 1 and progress to Phase 2. Clients entering the program with extensive prior outpatient substance abuse treatment may be admitted or progress more quickly to Phase 2.

# Treatment Phase 1 (Starting to Change) (Three months or more)

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The goals of this phase are to help clients

- a) decide what to do about their drug use, and
- b) stop drug use, or change patterns of use to reduce harmful effects.
- Objectives are to help clients
  - a) explore the effects of drug use, and identify motivations for change,
  - b) select attainable goals regarding drug use, which may or may not include abstinence,
  - c) identify personal triggers and set-up behaviors,
  - d) change the pattern of use,
  - e) learn coping and communication skills to get past recurring cravings, and
  - f) participate in drug free activities or support groups (e.g. NA, AA, SMART, LifeRing, spiritual support, or other community support).

Criteria for completion of Phase 1 and transition to Phase 2 are

- a) participation in Phase 1 for 3 months,
- c) 2 months of consistent adherence to client's individual treatment plan and goals.

### Phase 2 (Continuing Care) (Three months or more)

The goal of this phase is to prevent return to heavy or unsafe drug use.

The objectives are to help clients

- a) develop open, honest relationships with people who don't use drugs (partners, family, friends, community), and
- b) enter roles valued by clients (e.g. community service, spiritual development, contact with children, etc.).

Criteria for completion of Phase 2 are

- a) participation in Phase 2 for 3 months, and
- b) 2 months of consistent adherence to client's individual treatment plan and goals.

#### D. Completion, discharge planning, linkages

Criteria for Successful Completion: Completion of Phase 1 or Phase 2, i.e.

- a) 3 or more months of participation, and
- b) 2 months of consistent adherence to client's individual treatment plan and goals (e.g. sustained abstinence or minimal use).

# Discharge planning

Clients who complete or are otherwise discharged from STOP continue to participate in mental health services at Citywide Case Management/Community Focus. Clients whose treatment needs change and need a different kind or level of substance abuse treatment are referred as appropriate, and may return in the future if STOP again can meet their needs.

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# Linkages

As part of the CBHS integration process, STOP is partnered with a number of mental health and primary care clinics, and social and residential services for substance using clients.

# E. Staffing

With this initial small startup budget, the STOP counselor is a psychology intern in a California Psychology Internship Council approved predoctoral internship in the UCSF/SFGH Department of Psychiatry, receiving clinical supervision twice a week from the STOP program director, Valerie Gruber, PhD, a licensed psychologist. This meets the criteria of Section 13015 of the California Alcohol and Drug Programs counselor certification and licensure law. In addition, the licensed psychologist provides direct services as needed, such as when the psychology intern is out of the office.

The STOP program director in turn reports to David Fariello, LCSW, Director of Community Services, and to Stephen Dominy, MD, Director of the Division of Substance Abuse and Addiction Medicine, both in the UCSF/SFGH Department of Psychiatry.

Administrative support will be provided by Citywide/Community Focus staff, including the Division Administrator.

# 7. Performance Objectives and Measurement

#### A. Performance objectives

Attainment of the CBHS standardized objectives for substance abuse treatment programs will be measured using admission, discharge, and annual CALOMS data, as well as service data, all entered by STOP clinical staff in the Avatar electronic medical record.

CBHS administrative staff will analyze and report the data at the end of the fiscal year.

A2a i. During FY 2010-2011, at least 60% of discharged clients will successfully complete treatment or will have left before completion or with satisfactory progress as measured by BIS discharge codes.

A2b. During FY 2010-2011, at least 60% of clients who remain in the program for 60 days or longer will show a reduction in alcohol and drug use from admission to discharge.

A2c. During FY 2010-2011, at least 60% of clients who remain in the program for 60 days or longer will show a <u>reduction in days in jail or prison</u> from admission to discharge.

A3a. During FY 2010-2011, 35% of clients who were homeless when they entered treatment will be in a more stable living situation after 1 year in treatment.

B2a. During FY 2010-2011, 70% of treatment episodes will show <u>3 or more service days of treatment</u> within 60 days of admission.

F1a, b, and c. These objectives will be completed by the parent program, Citywide Case Management/Community Focus. It would be confusing rather than helpful for STOP staff to also initiate metabolic screening and primary care documentation for the same clients.

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# Appendix A-5 Contract Term (MM/DD/YY) 07/01/10 through 06/30/11 Funding Source (AIDS Office & CHPP only):

City Fiscal Year (CBHS only): 10-11

G1a. Information on self-help alcohol and drug addiction recovery groups will be posted by the parent program, Citywide Case Management/Community Focus.

G1b. STOP clinical staff will implement evidence based practices for dually diagnosed clients, and will inform the SOC program managers.

H.1.a. Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.

System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new client's survey with suggested interventions. The contractor/clinic will establish performance improvement objective for the following year, based on feedback from the survey. H.1.b. Contractors and Civil Service Clinics will promote engagement and remove barriers to retention by

African American individuals and families.

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

# 8. Continuous Quality Improvement

STOP guarantees compliance with UCSF, Health Commission, County, State, Federal and Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

DPH Privacy Policy is integrated into the program's governing policies and procedures regarding patient privacy and confidentiality. All staff that handle patient health information are trained and annually updated in the program's privacy/confidentiality policies and procedures. A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is provided to all clients.

Quality assurance is the responsibility of the Program Director, a licensed psychologist. Staff receive group supervision at weekly staff meetings and weekly individual supervision with the STOP Program Director. The staff attends training on site and off site as deemed appropriate by the Program Director. All staff are provided with written performance evaluations by the Program Director at least annually. All staff providing counseling must be licensed or interns with the Board of Behavioral Sciences or the Board of Psychology.

STOP participates in the Division of Community Programs' Continuous Quality Improvement Plan that is approved by the UCSF Department of Psychiatry at SFGH.

<u>Cultural competence</u>: STOP provides culturally competent outpatient treatment to the major groups of cocaine, crack, and methamphetamine users, including people of color, gay, lesbian, bisexual, and questioning individuals, and men, women, and transgender clients. The environment is safe and supportive for clients receiving methadone, psychiatric services, or care for chronic illness such as HIV or Hepatitis. Staff are selected, trained, and supervised to maximize program competence with cultural, sexual orientation, gender, multi-diagnosis, and disability issues.

c) <u>Continuous Quality Improvement</u>: Client satisfaction surveys provide feedback on program performance. Feedback is also obtained informally from clients.

UCSF Internal Reference # P0031213; A115285

Document Date 10/05/2010 Page 6 of 6

#### 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

B. 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: Citywide Case Management (Fee for service) Pages 1-6

Appendix B-2: Citywide Crisis Linkage Team (Fee for service) Pages 1-3

Appendix B-3a: NoVA (Fee for Service) Pages 1-3

Appendix B-3b: NoVA (Cost Reimbursement) Pages 1-5

Appendix B-4: Citywide Roving Team (Fee for service) Pages 1-3

Appendix B-5: Citywide STOP (Fee for service) Pages 1-3

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, \$3,926,178 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:

July 1, 2010 through December 31, 2010	\$2,035,938
January 1, 2011 through June 30, 2011	\$3,912,817
July 1, 2011 through June 30, 2012	\$5,948,755
July 1, 2012 through June 30, 2013	\$5,948,755
July 1, 2013 through June 30, 2014	\$5,948,755
July 1, 2014 through June 30, 2015	\$5,948,755
July 1, 2015 through December 31, 2015	\$2,974,378

Contingency: \$ 3,926,178 Total: \$36,644,331

> Regents of UCSF City Wide Case Management CMS# 6906 July 1, 2010

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CONTRACTOR further understands that \$2,035,938, of the period July 1, 2010 through December 31, 2010 in the contract Number BPHM08000062 is already included in this contract. Upon execution of this agreement, all the terms under this agreement will supersede any previous agreements for the fiscal year 2010-2011.

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.

#### **FFS** option

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than sixty (60) 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**

E. A final closing invoice, clearly marked "FINAL," shall be submitted no later than sixty (60) 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.

Regents of UCSF City Wide Case Management CMS# 6906 July 1, 2010

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If modification, Effective Date of Mod.:	# of Mod:			PHUSEIONLY	(h)。王·阿诺尔	
LEGAL ENTITY NUMBER: 00117	111 44 1.1					
LEGAL ENTITY/CONTRACTOR NAME: UC Regents - Behavi	oral Hearth Integrated	and Full Service O	utpatient Services			
APPENDIX NUMBE	R B-1	B-2	B-3a	B-3b	B-4	B-5
PROVIDER NUMBE	R 8911	8911	8911	8911	8911	TBD
PROVIDER NAM	(CWCM) / Citywide Forensic E: (CWCMF)	Citywide Linkage (CWL)	NoVA FFS	NoVA CR	Citywide Roving (CWRT)	Citywide STOP
CBHS FUNDING TERM	LE TAMO BISOMIS	37/4/10-10/80/A1	78/40-6/30/15	2. <b>1/1/1046/</b> 20/44	1.4/1/10/6/30/41	W1710-6/30/11
FUNDING USES:						
SALARIES & EMPLOYEE BENEFIT	s 3,259,579	700,324	57,366	112,069	452,814	7,09;
OPERATING EXPENS	E 525,143	68,753	848	1,145	126,204	5
CAPITAL OUTLAY (COST \$5,000 AND OVER	٥ (۶	0	0	0	0	
SUBTOTAL DIRECT COST	s 3,784,723	769,077	58,214	113,214	579,018	7,143
INDIRECT COST AMOUN	T 454,167	92,289	6,986	13,586	69,482	857
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WORK ORDERS - click below						· · ·
HSA (Human Svcs Agency)					333,000	
Sheriff's Department			53,200	126,800		-
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repared by/Phone #: Constance Revore / 597-8047	P0031213/A11528	5	10/5/2010			

# DPH 1: Department of Public Health Contract Budget Summary

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If modification, Effective Date of Mod.: LEGAL ENTITY NUMBER: 00117		FOI MOU.	·····				
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PROVIDER NUM	MBER						
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PROVIDER N/							Total
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OPERATING EXPE					+		722,144
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SUBTOTAL DIRECT CC							5,311,388
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MHSA					<u> </u>		843,524
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GRANTS - click below	-						
PRIOR YEAR ROLL OVER - click below				4			•
	_		- <u></u>				
WORK ORDERS - click below	_						÷.•
HSA (Human Svcs Agency)				<u> </u>			333,000
Sheriff Dept							180,000
3RD PARTY PAYOR REVENUES - click below							•
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REALIGNMENT FUNDS							674,132
COUNTY GENERAL FUND							1,245,749
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# DPH 1: Department of Public Health Contract Budget Summary

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# BUDGET **UCSF** Citywide

# Appendix B-1 (7/01/10 – 6/30/11): Citywide Case Management/Forensics

Unit Description	Number of UOS	Unit Rate		Maximum Compensation		
Case Management Brokerage	256,690	x	\$1.80	=	\$ 462,042	
MH Services	1,019,064	x	\$2.35	=	\$2,394,800	
Medication Support	288,453	x	\$4.60	=	\$1,326,884	
Crisis Intervention OP	15,323		\$3.60		\$55,163	
	TOTAL BUDGE	FOR A	PPENDIX B-1	=	\$4,238,889	

# Appendix B-2 (7/01/10 - 06/30/11): Citywide Linkage

Unit Description	Number of UOS				Maximum Compensation		
Case Management Brokerage	229089	x	\$1.84	=	\$ 421,523		
MH Services	125946	x	2.70	=	\$340,055		
Medication Support	16377	x	4.70	=	\$76,972		
Crisis Intervention Op	6519		3.50	*	\$22,816		
	TOTAL BUDGET	FOR A		=	\$861,366		

# Appendix B-3a (7/01/10 - 06/30/11):

Unit Description	Number of UOS	Unit Rate		Maximum Compensation	
Case Management Brokerage	4208	x	\$1.83	=	\$ 7700
MH Services	23733	x	\$2.35	=	\$55773
Crisis Intervention Op	480		\$3.60		\$1727
	TOTAL BUDGET	FOR AI	PPENDIX B-3a	=	\$65,200

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# Appendix B3b-NOVA (Cost Reimbursement)

# Appendix B-4 (7/01/10 - 06/30/11):

Unit Description	Number of UOS		Unit Rate		Maximum Compensation		
Case Management Brokerage	49,600	x	\$1.98	=	\$ 98,208		
MH Services	212,360	x	\$2.56	=	\$543,631		
Crisis Intervention Op	1,753		\$3.80		\$6,661		

# Appendix B-5 (7/01/10 - 06/30/11):

Unit Description	Number of UOS		Unit Rate	Maximum Compensation		
Non residential ODF Group	100	x	\$29.00	=	\$ 2,900	
Non residential ODF Individual	75 .	x	\$68.00	=	\$5,100	
	TOTAL BUDGET	FOR A	APPENDIX B-5	=	\$8,000	

# TOTAL BUDGET FOR CITYWIDE

\$5,948,755

DPH 2: Department of Pu	blic Heath	Cost Repo	rting/Data	Collection	(CRDC)	
FISCAL YEA	R: 10/11			APPENIDX #	: B-1	Page 1
LEGAL ENTITY NAM	and the second se			PROVIDER #	: 8911	
PROVIDER NAM	E: Citywide Case	Management/Clt	ywide Forensic F	rograms		
	Citywide/	Citywide/	Citywide/	Cltywide/		
	Citywide	Citywide	Citywide	Cltywide		1
REPORTING UNIT NAME	.: Forensic	Forensic	Forensic	Forensic		
REPORTING UNI	r:	89113 89	119 8911A3			
MODE OF SVCS / SERVICE FUNCTION COD	E 15/01-09	15/10-59	15/60-69	15/70-79		1
SERVICE DESCRIPTIO	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention OP	-	TOTAL
CBHS FUNDING TERM	: 7/1/D-8/30/11	27/11/10 6/30/14		371/00-0/30/11	aller staffer of	775/16-6/30/13
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OPERATING EXPENS						525,14
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SUBTOTAL DIRECT COST						3,784,72
INDIRECT COST AMOUN					4	454,10
TOTAL FUNDING USES	And the second se	2,394,800	1,326,884	55,163		4,238,88
CBHSMENTAL HEALTH FUNDING SOURCES	"注意"在建筑			いたし 新聞の 2		1.46.22
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	189,605	982,738	544,505	22,637		1,739,485
ARRA SDMC FFP (11.59)	38,082	197,384	109,364	4,547		349,377
STATE REVENUES - click below						
MHSA	91,945	476,557	264,045	10,977		843,524
GRANTS - click below CFDA #:	1					-
PRIOR YEAR ROLL OVER - click below	ļ					•
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WORK ORDERS - click below						
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3RD PARTY PAYOR REVENUES - click below						
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REALIGNMENT FUNDS	51,681	267,865	148,416	6,170		474,132
COUNTY GENERAL FUND	90,729	470,256	260,554	10,832		832,371
TOTAL CERS MENTAL HEALTH HUNDING SOURCES		10 10 12 300 800 F		and the second sec		
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TOTAL DEHREMENUES	462,042	1.2.394,800	4326,684	TRUCK S5,183		<b>1.288</b> (589)
ON-DPH REVENUES - click below				1		
OTAL NON-DPH REVENUES						-
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DIALREVENUES (DPN AND NON DPH)	ADZ/0427	2,094,9000		1 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2		4238889
BHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE <sup>1</sup>						
UNITS OF TIME <sup>2</sup>	256,690	1,019,064	288,453	15,323		1,579,530
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	1.80	2.35	4.60	3.60		
COST PER UNIT-OPH RATE (DPH REVENUES ONLY)	1.80	2.35	4.60	3.60		
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS						434
UNDUFLICATED CLIENTS		l				

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

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

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<sup>2</sup>Units 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): 8911 Provider Name (same as line 8 on DPH 1): Citywide Case Management/Citywide Forensic Programs

	TOTAL (Agency- Proposed Transaction T		RAL FUND & penerated) OTHER LEVENUE	ļ	MHSA	GRANT #2: (grant title)			ORDER #1:	(dept. name)		
			Proposed Transaction Term: <u>7/1/10-6/30/11</u>		Proposed Transaction Term: <u>7/1/10-6/30/11</u>		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:	
POSITION TITLE	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
James Dilley, MD, UCSF, PI	0.01	-	0.01	-	0.01	0						
Division Director	0.25	30,507	0.25	30,507	0.00	0						
Clinical Social Worker I/II	16.41	1,098,096	13.41	928,576	2.60	169,520				6		
Clinical Social Worker III - Supervisor	4.00	314,842	3.05	245,205	0.95	69,637	_					
Supervising Clinical Social Worker	1.00	94,266	0.75	70,700	0.25	23,566						
Occupational Therapist	0.60	55,426	0.00	. 0	0.60	55,426						141
Senior Psychiatric Technician	1.00	76,293	1.00	76,293	0.00	0						
Licensed Vocational Nurse	2.10	150,420	1.60	115,007	0.50	35,413						
Administrative Assistant	1.80	76,604	1.30	50,358	0.50	26,246						
Staff Psychiatrist	0.50	84,887	0.50	84,887	0.00	0						
Senior Employment Specialist	2.80	164,880	2.80	164,880	0.00	0						8
Community Health Program Representative	0.63	20,303	0.00	0	0.63	20,303	1					
Social Work Associate	0.30	17,304	_0.30	17,304	0.00	0			-			
Associate Clinical Professor	2.25	384,352	2.00	343,144	0.25	41,208	2					
Hospital, Assistant I	1.00	40,140	0.70	28,098	0.30	12,042						
TOTALS	34.64	\$2,608,320	27.66	\$2,154,959	6.59	\$453,361	0.00	\$0	0.00	\$0	0.00	\$
										-		
EMPLOYEE FRINGE BENEFITS	25%	\$651,259	25%	\$536,269		\$114,989					1	

TOTAL SALARIES & BENEFITS

\$3,259,579

\$2,691,228

\$568,350

\$0

\$0

\$0

APPENDIX #: B-1, Page 2 Document Date: 10/05/2010

# DPH 4: Operating Expenses Detail

# APPENDIX #: B-1, Page 3 Document Date: 10/05/2010

Provider Number (same as line 7 on DPH 1):	8911
Provider Name (same as line 8 on DPH 1):	Citywide Case Management/Citywide Forensic Programs

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	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	MHSA	GRANT #2: (grant title)	WORK ORDER #1: (dept. name)	WORK ORDER #2: (dept. name)
	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED
	TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION
Expenditure Category	Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term:	Term:	Term:
Rental of Property	239,000	189,000	50,000			
Utilities(Landlines, Cell Phones and Pagers)	52,000	42,000	10,000			
Office Supplies	23,000	15,000	8,000			
Building/Van Maintenance Supplies and Repair	2,000	1,645	355			
Printing and Reproduction	700	500	200			
Insurance	<u> </u>					
Staff Training	2,800	2,000	800			
Staff Travel-(Local & Out of Town)	18,000	11,000	7,000			
Postage and Mail		1,000	270			
Rental of Equipment	10,000	7,000	3,000			
Computer, supplies and services	15,000	10,000	5,000		ļ	
CONSULTANT/SUBCONTRACTOR (Provide Names,						
Dates, Hours & Amounts)	-		70.000		+	<u> </u>
Sophia Vinogradov	20,000		20,000			
OTHER						
GAEL Assessment	13.824	11,421	2,403			
Data Network Recharge	14,549	11,781	2,768		1	
Client Food	33,000	18,000	15,000		1	
Client Miscellaneous	50,000	20,000	30,000		+	
Client Stipends	30,000	0				
TOTAL OPERATING EXPENSE	\$525,143	\$340,347	\$184,796	\$0	\$0	\$0

DPH 2: Department of Put		oust Repu	rung/bata	and the second	the second second	De d
FISCAL YEAF	and the second division of the second divisio			APPENIDX #		Page 1
	Citywide Linka	<b>D</b> A		PROVIDER #	0911	
PROVIDER NAME	Citywide Linka	Citywide	Citywide	Citywide	1	1
REPORTING UNIT NAME		Linkage	Linkage	Linkage		
REPORTING UNIT	89114	89114	89114	89114		
MODE OF SVCS / SERVICE FUNCTION COD	E 15/01-09	15/10-59	15/60-69	15/70-79		
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention- OP		TOTAL
CBHS FUNDING TERM	:	7/1/10-6/30/11	CTR/10-8/20045	VA110-6/90/11	antesta antes	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	5 342,71	5 276,478	62,581	18,550		700,32
OPERATING EXPENSE	33,64	5 27,143	6,144	1,821		68,75
CAPITAL OUTLAY (COST \$5,000 AND OVER	)		D			
SUBTOTAL DIRECT COSTS	1					769,07
INDIRECT COST AMOUNT						92,28
TOTAL FUNDING USES		340,055	76,972	22,816	ALL 1-240-40 - 1-2150	861,36
CRHSMENTALHEALTH FUNDING BOURCES		来的分子。		Balan Property	The second	20
FEDERAL REVENUES · click below				-		
SDMC Regular FFP (50%)	96,889	78,163		5,244		197,988
ARRA SDMC FFP (11.59)	24,468	19,739	4,468	1,324		50,000
STATE REVENUES - click below						
GRANTS - click below CFDA #:						
	<u> </u>			· · ·	· · · · ·	· ·
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						
SRD FARTT FATOR REVENDES . CICK DOIOW						
Please enter other here if not in pull down		· · ·			····	
REALIGNMENT FUNDS	97,873	78,957	17,872	5,298		200,000
COUNTY GENERAL FUND	202,293	163,196	36,940	10,950		413,378
TOTAL OBHS MENTAL HEALTH FUNDING SOURCES	the table of the second se		and the second se			
CENTER STRATE STRUCT OF THE STRUCT STRUCT STRUCT	and the second se					
FEDERAL REVENUES - click below					575-7 - 9 APR 222	
FEDERAL REVENUES - CIICK DOIOW						
STATE REVENUES - click below						
STATE REVENDED - CHER DOOM						
GRANTS/PROJECTS - click below CFDA #:					• • • • • • • • • • • • • • • • • • • •	
	t					-
WORK ORDERS - click below						
						-
SRD PARTY PAYOR REVENUES - click below						
						-
COUNTY GENERAL FUND					5	-
TOTALICEHS SUBSTANCE ARE SEFUNDING SOURCES	14 - 14 - 14 - 14 - 14 - 14 - 14 - 14 -	1611-96-0-26-			S. C. States	
TOTAL DPH REVENUES	the second s	and the second	the second s		State of the local division of the local div	and the second se
NON-DPH REVENUES - click below						-
TOTAL NON-DPH REVENUES						
TOTAL REVENDES (DPH AND NON-DRH)	1 4 1 1 1 1 1 2 1 5 2 1	340.055	70.9724	22816		861 386
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE						
UNITS OF TIME <sup>2</sup>	229,089	125,946	16,377	6,519		377,931
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	1.84	2.70	4.70	3.50		577,001
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	1.84	2.70	4.70	3.50		
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	1,01	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.				

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

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

<sup>2</sup>Units 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): 8911 Provider Name (same as line 8 on DPH 1): Citywide Linkage

GENERAL FUND & GRANT #1: GRANT #2: WORK ORDER #2: WORK ORDER #2: TOTAL (Agency-generated) OTHER REVENUE (grant title) (grant title) (dept. name) (dept. name) Proposed Proposed Proposed Proposed Proposed Proposed Transaction Transaction Transaction Transaction Transaction Transaction Term: 7/1/10-6/30/11 Term: 7/1/10-6/30/11 Term: Term: Term: Term: POSITION TITLE SALARIES FTE SALARIES SALARIES SALARIES SALARIES FTE SALARIES FTE FTE FTE FTE James Dilley, MD, UCSF, PI 0.01 0.01 -Supervising Clinical Social Worker 1.00 93,062 1.00 93,062 371,942 371,942 Clinical Social Worker I/II 6.00 6.00 1.00 42,319 42,319 Administrative Assistant 1.00 Nurse Practitioner 0.35 48,490 0.35 48,490 . TOTALS 8.35 \$555,813 8.35 \$555,813 0.00 \$0 0.00 \$0 0.00 \$0 0.00 \$0 . \$144,511 \$144,511 EMPLOYEE FRINGE BENEFITS 26% 26%

TOTAL SALARIES & BENEFITS

\$700,324

\$700,324

\$0

а., <sub>с</sub>

\$0 \$0

Document Date: 10/05/2010

\$0

APPENDIX #: B-2, Page 2

#### DPH 4: Operating Expenses Detail

APPENDIX #: 8-2, Page 3 Document Date: 10/05/2010

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<b>Provider Number</b>	r (same as line 7 on DPH 1):	8911
Provider Name (s	same as line 8 on DPH 1):	Citywide Linkage

-

2

	TOTAL .	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1:	WORK ORDER #2:
F	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED
	TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION
Expenditure Category	Term; 7/1/16-8/30/11	Term: 7/1/10-8/30/11	Term;	Term:	Term:	Term:
Rental of Property	21,000	21,000				
Utilities(Landlines, Cell Phones and Pagers)	18,400	18,400				
Office Supplies	5,000	5,000				
Building/Van Maintenance Supplies and Repair	-					
Printing and Reproduction		-				
Insurance		-				
Staff Training	700	700				
Staff Travel-(Local & Out of Town)	8,000	8,000				
Postage and Mall	200	200				
Rental of Equipment	•	-				
Computer, supplies and services CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	3,000	3,000				
Dates, Hours & Amounts)	·	· · · · · · · · · · · · · · · · · · ·				
F	-			1		1
OTHER		-				·
GAEL Assessment	2,946	2,946	1			
Data Network Recharge	3,507					
Client Food	3,000	3,000				
Client Miscellaneous	3,000	3,000				
Cilent Stipends						
TOTAL OPERATING EXPENSE	\$68,753	\$68,753	\$0	\$0	\$0	\$0

FISCAL YEAR			APPENIDX #		Page 1
LEGAL ENTITY NAME			PROVIDER #	8911	
PROVIDER NAME	NoVA - Fee Fo	The second s			
REPORTING UNIT NAME:	NoVA FFS	NoVA FFS	NoVA FFS		
REPORTING UNIT	8911NO	8911NO	8911NO		
MODE OF SVCS / SERVICE FUNCTION CODE	statement of the local division of the local	15/10-59	15/70-79		
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Crisis Intervention- OP		TOTAL
CBHS FUNDING TERM	TINTIN STROMAN	9/11/10-6/30/4s	and to proma	1. WERE SAMO	7/100-050/45
FUNDING USES:					
SALARIES & EMPLOYEE BENEFITS	6,775	49,072	1,519		57,3
OPERATING EXPENSE		725			8
CAPITAL OUTLAY (COST \$5,000 AND OVER)					
SUBTOTAL DIRECT COSTS	6,875	49,797	1,542		58,2
INDIRECT COST AMOUNT		5,976			6,9
TOTAL FUNDING USES:	7,700	55,773	1,727		65,2
CHISMENTAL HEALTH FUNDING SOURCES				· · · · · · · · · · · · · · · · · · ·	
FEDERAL REVENUES - click below	AND THE MANY OF		and the second	Service Property in 1	<u>36. 75</u>
	4 4 5 4	8,554	265		10,000
SDMC Regular FFP (50%) ARRA SDMC FFP (11.59)	1,181		52		2,000
	230	1,712	52		2,000
STATE REVENUES - click below GRANTS - click below CFDA #:					
GRANTS - click below CFDA #:					·
Please enter other here if not in pull down					
PRIOR YEAR ROLL OVER - click below					•
					•
WORK ORDERS - click below					-
Sheriff Dept	6.283	45,507	1,410		53,200
Please enter other here if not in pull down					
RD PARTY PAYOR REVENUES - click below					
					-
Please enter other here if not in pull down					-
EALIGNMENT FUNDS					
OUNTY GENERAL FUND	and the Property of the 200		Anadole in the second		There also a second and a second and a
TOTAL CENS MENTAL HEALTH RUNDING SOURCES					65,20
EDERAL REVENUES - click below					
TATE REVENUES - click below					
RANTS/PROJECTS - click below CFDA #:					
ORK ORDERS - click below		+			•
RD PARTY PAYOR REVENUES - click below					
OUNTY GENERAL FUND					
OTAL-CEHS SUBSTANCE ABUSE RUNDING SOURCES	1912 - CA-1918				
COTAL DRH REVENUES	with the second s	and the second se	The Design of the second s	and the second of the second se	65,200
ON-DPH REVENUES - click below					
DTAL NON-DPH REVENUES	0		0	0	
OTAL REVENUES (DPH AND NON-DPH)	-				ereas
				CALLER CONTRACTOR OF STREET, THE STREET	
BHS UNITS OF SVCS/TIME AND UNIT COST:					
UNITS OF SERVICE'	1	A CONTRACTOR OF A	A second		
UNITS OF TIME <sup>2</sup>	4;208		480		28,421
	1,83	2:35	3.60		
		and the second state			
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES) COST PER UNIT-DPH RATE (DPH REVENUES ONLY) PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	1.83	2:35	3.60		

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

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

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

#### DPH 3: Salarles & Benefits Detail

#### Provider Number (same as line 7 on DPH 1): 8911 Provider Name (same as line 8 on DPH 1): NoVA-Fee For Service

APPENDIX #: B-3a, Page 2 10/05/2010 Document Date:

GRANT #2: WORK ORDER #2: GENERAL FUND & GRANT #1: WORK ORDER #1: (Agency-generated) OTHER TOTAL Sheriff's Office REVENUE (dept. name) (grant title) (grant title) Proposed Proposed Proposed Proposed Proposed Proposed Transaction Transaction Transaction Transaction Transaction Transaction Term: 7/1/10-6/30/11 Term: 7/1/10-6/30/11 Term: 07/01/2010-06/30/2011 Term: Term: Term: POSITION TITLE FTE SALARIES FTE SALARIES FTE SALARIES SALARIES FTE SALARIES FTE SALARIES FTE James Dilley, MD, UCSF, PI 0.01 0.01 0 0.01 0 Clinical Social Worker I/II 0.74 45,529 0.14 8,380 0.60 37,149 0.74 \$45,529 \$8,380 0.00 0.00 0.61 TOTALS 0.14 \$0 \$0 \$37,149 0.00 \$0 \$11,837 \$2,178 EMPLOYEE FRINGE BENEFITS 26% 26% 26% \$9,659

TOTAL SALARIES & BENEFITS

\$57.366

\$10,558

\$0

\$0

\$46,808

\$0

1

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

#### APPENDIX #: 8-3a, Page 3 Document Date: 10/05/2010

# Provider Number (same as line 7 on DPH 1): 8911 Provider Name (same as line 8 on DPH 1): NoVA-Fee For Service

-4 _14	TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: Sheriff's Office	WORK ORDER #2: (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Expenditure Category	Term: <u>7/1/10-6/30/11</u>	Term: 7/1/10-6/30/11	Term:	Term:	Term: 7/1/10-6/30/11	Term:
Rental of Property	-					
Utilities(Landlines, Cell Phones and Pagers)	<u> </u>					
Office Supplies	296	54			242	
Building/Van Maintenance Supplies and Repair	-					
Printing and Reproduction						
Insurance	-					
Staff Training	-					
Staff Travel-(Local & Out of Town)						
Postage and Mail	· · · ·					
Pagers						
Rental of Equipment						ļ
Computer, supplies and services CONSULTANT/SUBCONTRACTOR (Provide						
Names, Dates, Hours & Amounts)						
					+	+
OTHER		· · · · · · · · · · · · · · · · · · ·				1
GAEL Assessment	241	44	<u>├</u>		197	
Data Network Recharge	311	57			254	
Client Food			† <del></del>	+	204	
Client Miscellaneous		+	<u> </u>	+		+
Client Stipends				1		
Cilent Otherida		·		1	-h	
TOTAL OPERATING EXPENSE	\$848	156	\$0	\$0	\$692	\$0

DPH 2: Department of Pul	and the second	LOST Repo	rting/Data		and the second	<b>b</b> . 4
FISCAL YEAF				APPENIDX #:		Page 1
	NoVA-Cost Rei	mhurcoment		PROVIDER #	0911	
REPORTING UNIT NAME	1	NoVA CR	NoVA CR	1	1	I
REPORTING UNIT NAME		8911NO	8911NO			
MODE OF SVCS / SERVICE FUNCTION COD		15/10-59	15/70-79	<u> </u>		
INSIDE OF BYOS / SERVICE FUNCTION COLD	Case Mgt		Crisis Intervention-			
SERVICE DESCRIPTION	B. I	MH Svcs	OP			TOTAL
CBHS FUNDING TERM	SAMP TOTO	STANAL SAUGUE	7/1/30-6130/11			2019 - 2 State
FUNDING USES:		The Add Address Control of South States	Particle Architecture & restriction Particle (* 19	The second states and second		
SALARIES & EMPLOYEE BENEFITS	13,235	95,865	2,969			112,06
OPERATING EXPENSE	136	979	30		1.00 . 00 . 00	1,14
CAPITAL OUTLAY (COST \$5,000 AND OVER						1
SUBTOTAL DIRECT COSTS	13,371	96,844	2,999			113,21
INDIRECT COST AMOUNT	1,605	11,621	360			13,58
TOTAL FUNDING USES	: 14,976	108,465	3,359	•	×.	126,80
CENES MENTAL HEALTH FUNDING BOURCES						
FEDERAL REVENUES - click below						-
SDMC Regular FFP (50%)						· ·
ARRA SDMC FFP (11.59)						•
STATE REVENUES - click below						-
GRANTS - click below CFDA #:						
Please enter other here if not in pull down				5 2		
PRIOR YEAR ROLL OVER - click below	· · ·			8		•
						•
WORK ORDERS - click below				en engen en e		•
Shertff Depl	14,976	108,465	3,359			126,800
Please enter other here if not in pull down						<u> </u>
3RD PARTY PAYOR REVENUES - click below						
						•
Please enter other here if not in pull down						-
REALIGNMENT FUNDS						-
COUNTY GENERAL FUND						-
TOTAL CERSINE MEMORY HEALTHFUNDING SOURCES						
CONSIDERTANCE ABUSE CONDING BOURCES		的名称是大学的影响		esta alta da contra	in stated	10 all in south
FEDERAL REVENUES - click below						· _
······································						-
STATE REVENUES - click below						
· · · · · · · · · · · · · · · · · · ·					· · · · · · · · · · · · · · · · · · ·	•
GRANTS/PROJECTS - click below CFDA #:						-
						•
WORK ORDERS - click below						-
3RD PARTY PAYOR REVENUES - click below						•
· · · · · · · · · · · · · · · · · · ·						• • •
		an and the second s	anala particular	10.100A 81 1000-210 10 1000	an ar the late of the second	-
TOTAL CONSISTENCE ABUSE FUNDING SOURCES	and the state of the state of the state of the	Contraction and store in	entering and a second second second second	Charlen and the second and the second second		
70	ALS ALS 6	3-3-80-408-4651	1967 - 3,359			2.554(015),010.
NON-DPH REVENUES - click below	<i>a</i>					-
						-
TOTAL NON-DPH REVENUES						-
TOTAL REVENUES (OFN AND NON-OPH)	ine second and the	108,465	0.459		T WELF BRIDE	12 - 125 BOA
CBHS UNITS OF SVCS/TIME AND UNIT COST:	8					
UNITS OF SERVICE	1	1	1			
UNITS OF TIME <sup>2</sup>	28,962	32,562	1,440			1
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	CR	DR	CR			
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	CR	CR	CR			
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS						de

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

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

<sup>2</sup>Units 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): 8911 Provider Name (same as line 8 on DPH 1): NoVA-Cost Reimbursement

	т	DTAL	(Agency-g	RAL FUND & enerated) OTHER EVENUE		ANT #1:		ANT #2:		ORDER #1: riff's Dept		ORDER #2:
с з	Tran	posed saction /1/10-6/30/11		roposed ansaction 1:	Tra	oposed insection		oposed nsaction	Tra	oposed nsaction 7/1/10-6/30/11		oposed nsaction
POSITION TITLE	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
James Dilley, MD, UCSF, PI	0.01	······							0.01	0		
Clinical Social Worker I/II	1.45	88,944							1.45	88,944		
· · · · · · · · · · · · · · · · · · ·												
······································												
						·····	ļ					
												1
TOTALS	1.45	\$88,944	0.00	\$0	0.00	\$0	0.00	\$0	1.46	\$88,944	0.00	\$
EMPLOYEE FRINGE BENEFITS	26%	\$23,125	]		]		]		26%	\$23,125		
			-	_·	-		-		-			
TOTAL SALARIES & BENEFITS		\$112,069		\$0		\$0		\$0		\$112,069		

\$112,069

\$0

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\$112,069

\$0

APPENDIX #: 8-3b, Page 2 Document Date: 10/05/2010

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#### DPH 4: Operating Expenses Detail

## APPENDIX #: B-3b, Page 3 Document Date: 10/05/2010

 Provider Number (same as line 7 on DPH 1):
 8911

 Provider Name (same as line 8 on DPH 1):
 NoVA-Cost Reimbursement

	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: Sheriff's Dept	WORK ORDER #2: (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED	PROPOSED	PROPOSED TRANSACTION	PROPOSED
Expenditure Category	Term: <u>7/1/10-6/30/11</u>	Term:	Term:	Term:	Term: 7/1/10-6/30/11	Term:
Rental of Property	-					
Utilities(Landlines, Cell Phones and Pagers)	-					
Office Supplies	65				65	
Building/Van Maintenance Supplies and Repair	-	9				
Printing and Reproduction	-					
Insurance	-					
Staff Training	-					
Staff Travel-(Local & Out of Town)	-					
Postage and Mail	-					
Pagers	-					
Rental of Equipment						
Computer, supplies and services CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	-					
Names, Dates, Hours & Amounts)				1		
				+		
OTHER	18					
GAEL Assessment	471				471	
Data Network Recharge	609				609	
Client Food	-				1	<u> </u>
Client Miscellaneous	-					
Client Stipends	-		-			
TOTAL OPERATING EXPENSE	\$1,145	\$0	\$0	\$0	\$1,145	\$

### **CBHS BUDGET JUSTIFICATION**

...'

Provider Number (same as line 7 on DPH 1): 8911		Page 4
Provider Name (same as line 8 on DPH 1): NoVA-Cost Reimbursement		
Date: 10/05/2010	Fiscal Year:	10/11
Salaries and Benefits	Salaries	FTE
<u>James Dilley</u> , MD serves as the Principal Investigator of this contract and devotes 1% (.01 FTE) effort to the project, at no cost to the contract. He oversees the program's activities and has ultimate responsibility for the conduct of the program. He directly supervises the Division Director.	\$0	0.01
Clinical Social Worker I/II perform the following social services in coordination and consultation with the Supervising Clinical Social Worker or the CSW III – Supervisors: 1) conduct a face-to-face interview with the client (while he or she is still in the hospital or jail) to begin a treatment alliance and to ensure the client's behavior will be safe for staff and clients; 2) participate in inpatient discharge planning and accompany the client on the day of discharge to his/her residence and first appointments; 3) conduct home or hotel visits, outreaches to community agencies and businesses, visits in custody or in the hospital; 4) involve clients in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, and social activities; 5) help to educate clients on the effects of substance use; 6) participate in developing a plan to help successful clients "graduate" to a lower level of care; and 7) remain available after a client's transition to this lower level of care to help the client cement his/her connection to the new provider. Requirements: MSW or MFTI. Salaries range from \$59,254-\$67,659.	\$88,944	1.45
TOTAL SALARIES	\$88,944	1.45

Staff benefits are 26%	\$23,125	
TOTAL BENEFITS	\$23,125	

## TOTAL SALARIES & BENEFITS \$112,069

Operating Expenses	
Occupancy: Rent:	
Utilities:	
Building Maintenance:	
Total Occupancy:	\$0
Materials and Supplies: Office Supplies:	
\$65 is budgeted for copy paper, office supplies such as staplers, lamps, tissue, envelopes, pens, folders, etc.	\$65
Printing/Reproduction:	
Program/Medical Supplies:	

Page 5 Total Materials and Supplies: \$65 General Operating: Insurance: Staff Training: Rental of Equipment: Total General Operating: \$0 Staff Travel (Local & Out of Town): \$0 Consultants/Subcontractors: University Cost: GAEL liability is .0053 percent of personnel salaries. \$471 Campus Network Equipment Upgrade: The recharge cost based on total FTE\*\$35.00\*12 months \$609 CAPITAL EXPENDITURES: (If needed - A unit valued at \$5,000 or more) \$0 TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$113,214

CONTRACT TOTAL: \$5,940,755

	R: 10/11			APPENIDX #		Page 1
LEGAL ENTITY NAME	UC Regents			PROVIDER #	8911	
	: Citywide Rovin	n Team				
PROVIDER NAME	Citywide	Citywide	Citywide	1	T	1
REPORTING UNIT NAME			Roving Team			
REPORTING UNIT		8911RT	8911RT	1	t	1
MODE OF SVCS / SERVICE FUNCTION CODE		15/10-59	15/70-79			
	Case Mgt		Crisis Intervention-			+
SERVICE DESCRIPTION		MH Svcs	OP			TOTAL
CBHS FUNDING TERM			NOT THE OWNER	2		Statistics distant
FUNDING USES:	NAMA DO DOLA 1	a waaanoocowaa		and the stand with a stand		nanana u aura u aura
	£9.57	379,589	4.054			
SALARIES & EMPLOYEE BENEFITS						452,4
OPERATING EXPENSE	the second s	105,796	1,296			126,
CAPITAL OUTLAY (COST \$5,000 AND OVER						
SUBTOTAL DIRECT COSTS		and the second design of the s				579,0
INDIRECT COST AMOUNT				· · · · ·		69,4
TOTAL FUNDING USES:		543,631	6,661			648,5
CENS MENTAL NEALTH FUNDING SOURCES	ALC: NOT STREET		<b>扩展: 十二日</b>		1. 新作用	合いである
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	32,635	180,651	2,213			215,50
ARRA SDMC FFP (11.59)	15,144	83,829	1,027			100,00
STATE REVENUES - click below						
GRANTS - click below CFDA #:						
RIOR YEAR ROLL OVER - click below						
VORK ORDERS - click below						
ISA (Human Svcs Agency)	50,429	279,151	3,420			333,00
RD PARTY PAYOR REVENUES - click below						
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## DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

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

<sup>2</sup>Units 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): 8911
Provider Name (same as line 8 on DPH 1): Citywide Roving Team

APPENDIX #: 8-4, Page 2 Document Date: 10/05/2010

	т	OTAL	(Agency-g	RAL FUND & enerated) OTHER EVENUE		ANT #1:		ANT #2: ant title)		ORDER #1: ervice Agency		ORDER #2:
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POSITION TITLE	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
James Dilley, MD, UCSF, PI	0.01	· ·							0.01	0		
Division Director	0.10	12,203	0.05	5,937					0.05	6,266		
Supervising Clinical Social Worker	0.66	58,914	0.32	28,662					0.34	30,252		
Clinical Social Worker II - Supervisor	0.80	55,702	0.39	27,099					0.41	28,603		
Clinical Social Worker I/II	2.88	179,719	1.40	87,435		·			1.48	92,284		
Social Work Associate	0.72	35,890	0.35	17,461					0.37	18,429		
Administrative Assistant	0.40	16,948	0,19	8,245					0.21	8,703		
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TOTALS	5.56	\$359,376	2.70	\$174,839	0.00	\$0	0.00	\$0	2.86	\$184,537	0.00	
5			٦ r				1		7	r		r
EMPLOYEE FRINGE BENEFITS	26%	\$93,438		\$45,458					26%	\$47,980		
TOTAL SALARIES & BENEFITS		\$452,814	1 [	\$220,297		\$0	1	\$0	7	\$232,517	1	

#### DPH 4: Operating Expenses Detail

APPENDIX #:	B-4, Page 3
Document Date:	10/05/2010

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# Provider Number (same as line 7 on DPH 1): 8911 Provider Name (same as line 8 on DPH 1): Citywide Roving Team

-25-	TOTAL	GENERAL FUND & (Agency- generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: Human Service Agency	WORK ORDER #2:
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Expenditure Category	Term: 7/1/10-6/30/11	Term: 7/1/10-6/30/11	Term:	Term:	Term: 7/1/10-6/30/11	Term:
Rental of Property	35,000	17,028			17,972	
Utilities(Landlines, Cell Phones and Pagers)	17,500	8,514			8,986	
Office Supplies	13,000	6,325			6,675	
Building/Van Maintenance Supplies and Repair	-	-			-	
Printing and Reproduction	•	-			-	
nsurance	•	-			•	
Staff Training	. 800	389			411	
Staff Travel-(Local & Out of Town)	17,000	8,271			8,729	
Postage and Mail	1,100	535			565	
Rental of Equipment	3,564	1,734			1,830	
Computer, supplies and services CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	12,000	5,838			6,162	
OTHER	-	-			-	
GAEL Assessment	1,905	927			978	
Data Network Recharge	2,335	1,136			1,199	
Client Food	10,000	4,865			5,135	
Client Miscellaneous	12,000	5,838			6,162	
TOTAL OPERATING EXPENSE	\$126,204	\$61,399	\$0	\$0	\$64,805	\$

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

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R: 10/11 E: UC Regents			APPENIDX # PROVIDER #		Page 1
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 $^1$ Units of Service: Days, Client Day, Full Day/Half-Day  $^2$ Units of Time: MH Mode 15  $\simeq$  Minutes/MH Mode 10, SFC 20-25=Hours

#### DPH 3: Salaries & Benefits Detail

#### APPENDIX #: B-5, Page 2 Document Date: 10/05/2010

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

GENERAL FUND & GRANT #1: GRANT #2: WORK ORDER #1: WORK ORDER #2: TOTAL (Agency-generated) OTHER REVENUE (grant title) (grant title) (dept. name) (dept. name) Proposed Proposed Proposed Proposed Proposed Proposed Transaction Transaction Transaction Transaction Transaction Transaction Term: 7/1/10-6/30/11 Term: 7/1/10-6/30/11 Term: Term: Term: Term: SALARIES SALARIES POSITION TITLE FTE SALARIES FTE SALARIES FTE SALARIES FTE FTE FTE SALARIES Valerie Gruber, PhD, UCSF, PI 0.05 5,960 0.05 5,960 TOTALS 0.05 \$5,960 0.05 \$5,960 \$1,132 \$1,132 EMPLOYEE FRINGE BENEFITS 19% 19% \$0 TOTAL SALARIES & BENEFITS \$7,092 \$7,092 \$0 \$0 \$0

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

## APPENDIX #: B-5, Page 3 Document Date: 10/05/2010

Provider Number (san	ne as line 7 on DPH 1):	TBD	
Provider Name (same	as line 8 on DPH 1):	Citywide STOP	

а.	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	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED
	TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION
Expenditure Category	Term: 7/1/19-6/30/11	Term: 7/1/10-6/30/11	Term:	Term:	Term:	Term:
Rental of Property						
Utilities(Elec, Water, Gas, Phone, Scavenger)	-					
Office Supplies	-					
Building/Van Maintenance Supplies and Repair	-					
Printing and Reproduction	-					
Insurance	-					
Staff Training	· · ·					
Staff Travel-(Local & Out of Town)	-		×			а. 
Postage and Mail	-					
Pagers	-					
Rental of Equipment	-					
Computer, supplies and services						
CONSULTANT/SUBCONTRACTOR (Provide Names,	Free Offerstein State				1	
Dates, Hours & Amounts)				<u> </u>		
OTHER	·		<u> </u>			
GAEL Assessment	32	32				
Data Network Recharge	19		· · · · ·	+		
Client Food	10		<u>                                      </u>			
Client Miscellaneous						
Client Stipends		†~		1	1	
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TOTAL OPERATING EXPENSE	51	51	\$0	\$0	\$0	\$0

Appendix C Insurance Waiver

#### RESERVED

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## CITY AND COUNTY OF SAN FRANCISCO

## RISK MANAGEMENT PROGRAM

21 AH 9:3

WILLIE L. BROWN, JR. MAYOR

#### MEMORANDUM

TO: Galen Leung, Director DPH Office of Contract-Management

FROM: Nancy Johnston-Bellard Deputy Risk Manager

DATE: October 22, 2003

RE: Request for Approval to Waive Requirement for Proof of Insurance for Regents of the University of California

In response to your request, Risk Management hereby grants authorization to use the following language in lieu of the Certificate of Insurance and Endorsements for contracts between the City and County of San Francisco and Regents of the University of California.

CONTRACTOR and CITY agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this agreement. A certificate of insurance is not required from either party.

We ask the Office of Contract Administration, Purchasing to share this information with their staff.

cc: Errol Fitzpatrick Risk Management Staff Judith Blackwell Mike Ward

> City Hall, Room 370 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 Telephone (415) 554-6278; Fax (415) 554-6168

#### 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. 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.

#### 4. EMERGENCY RESPONSE

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites and an agency-wide plan addressing disaster coordination between and among service sites. Such plan shall be in compliance with the Emergency Response Plan of the Department of Public Health. CONTRACTOR will update the site 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' Declaration of Compliance whether it has developed and maintained a Site Specific Emergency Response Plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during site visits.

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.

#### 5. 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.

Appendix E Omitted By Agreement of the Parties

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Appendix F Invoice

1

APPENDIX F- #1 July 1, 2010 - June 30, 2011 PAGE A

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

	Control Number	Invoice Number
CONTRACTOR: Regents of the University of California	HP#	(ACE #) 060
Address: Mail Remittance Cashier		
UCSF Accounting Office	Contract Direct Purchase	(DP) No.
1855 Folsom Street, Suite 425		
San Francisco, CA 94143-0815	Fund	Source: SMDC/ARRA/MHSA
Telephone: (415) 476-2977		
FAX # (415) 476-8158	Grant Cod	e/Detail:
CONTRACT NAME: City Wide		
	invoicing	Period: 7- 1-10 - 6- 30-11
APPENDIX TERM: July 1, 2010 - June 30, 2011		200
	FINAL	invoice (check if Yes)
PROGRAM EXHIBIT: CWCMF		
	ACE Con	trol No.
<u>i</u>		
Total Contracted	Delivered THIS PERIOD Delivered to Date	% OF TOTAL Remaining

Unduplicated Clients for Exhibit:	434		Exhibit ODC	Exhibit ODC	Exhibit UDC 434
	Total Contracted	Delivered THIS PERIOD	Delivered to Date	% OF TOTAL	Remaining
	Exhibit UDC	Exhibit UDC	Exhibit UDC	Exhibit UDC	Deliverables

Deliverables	Total Contract Clien		PEF	ed THIS RIOD Clients	UNIT RATE	AMOUNT DUE		ed to Date Clients		TOTAL Clients	Deliv	naining verables & Clients
Case management Brokerage	256,690	434		,	\$1.80				2			
Forensic	1,019,064	434			\$2.35		e			·		
Medication Support	288,453	434			\$4.60							
Crisis Intervention	15,323	434			\$3.60							
								4				
Totals	1,579,530	434										
		1.0			XPENSES		NOTES:					
		LE	55: Initia		nt Recovery							
			1	REIMBU	RSEMENT							
I certify that the information provided above is, t in accordance with the contract approved for se claims are maintained in our office at the address	rvices provided	knowledge under the p	, complete rovision of	and accur that contra	ate; the amount ict. Full justifica	requested for relmbi tion and backup reco	ursement is ands for tho	se				
Signature:						Date:		<u>.</u>				
Title:												
Send to: SF Department of 1380 Howard Str					5	SFDPH AIDS OFF	FICE Aut	norization	For Pay	ment:		

Ву:\_\_\_

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San Francisco, CA 94103 Attn: AIDS Office Contract Payments

(5/24/08)

Date:

APPENDIX F- 2 uly 1, 2010 - June 30, 201 PAGE A

## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR

-	MONTHLY	FEE F	OR SEF	<b>VICE S</b>	TATEMEN	T OF DELIVER	RABLE	S AND IN	IVOICE			
						Control Nu	mber			Inv	oice Num	ber
CONTRACTOR: Regents of the Uni		alifornia				HP#11-06	909		(A(	CE #)		060
Address: Mail Remittance Ca												
UCSF Accounting						Contra	ct Direct	Purchase	(DP) No			
1855 Folsom Stree	-									-		
San Francisco, CA	94143-0815							Fund	Source	SML	C/GEN/	(eali
Telephone: (415) 476-2977 FAX # (415) 476-8158								Grant Cod	le (Dete il			
CONTRACT NAME: CityWide								Gran Coc	le Detail	·L		
CONTRACT NAME. ORYTHIE								Invoicing	Period	7-1-10 -	6-30-11	
APPENDIX TERM: July 1, 2010 - June	30, 2011											
								FINAL	invoice		(check if	Yes)
PROGRAM EXHIBIT: Citywide Linkage										k	<b>N</b>	
								ACE Con	trol No.		and the second s	
	Summer and the											
	n <sup>g</sup> senter i ser			ontracted	a traction to the second process	THIS PERIOD		ed to Date		TOTAL	Rema	
<u>r</u>			Exhib	it UDC	Ext	hibit UDC	Exhi	bit UDC	Exhib	It UDC	Exhibi	
Unduplicated Clients for	Exhibit:	2	3	15							31	5
	وبيتواسم ويتوسعون فيشاه											
	1		Deliving	NH THIR	·						Pama	
Deliverables	Total Contra & Clie		Delivered THIS PERIOD		UNIT RATE	AMOUNT DUE	Delivered to Date		% OF TOTAL UOS & Clients		Remaining Deliverables	
	l		UOS &	Clients					0000	Cirbina	UOS &	Clients
Case management Brokerage	229,089	315			\$1.84							·
MH Services	125,946	315			\$2.70	4						
Medication Support	16,377	315			\$4.70		-					
Crisis Intervention	6,519	315			\$3.50							
										10		
Totals	377,931	315										
			1	TOTAL	XPENSES		NOTES	:				

LESS: Initial Payment Recovery Other Adjustments

REIMBURSEMENT

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

Date: 

		,				
Send to:	SF Department of Public Health	SFDPH AIDS OFFICE Authorization For Payment:				
	1380 Howard Street, 4th Floor San Francisco, CA 94103	By:	Date:			
	Attn: AIDS Office Contract Payments					
o:\clownasterUnvatte.ats			(5/24/08)			

Signature:

Title:

APPENDIX F- 3 uly 1, 2010 - June 30, 201 PAGE A

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

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			Control Nu	mber	in	voice Number
CONTRACTOR:	Regents of the University of California		HP#11-06	6909	(ACE #)	060
Address:	Mall Remittance Cashier					
	UCSF Accounting Office		Contra	ct Direct Purchase	(DP) No.	
	1855 Folsom Street, Suite 425					
	San Francisco, CA 94143-0815			Fund	i Source: SMi	DC/GEN/Reali
Telephone:	(415) 476-2977					
FAX #	(415) 476-8158			Grant Cod	de/Detail:	
CONTRACT NAME:	CityWide	1.20				
				Invoicing	g Period: 7-1-10 -	6-30-11
APPENDIX TERM:	July 1, 2010 - June 30, 2011					-
				FINAL	Invoice	(check if Yes)
PROGRAM EXHIBIT:	NOVA					
				ACE Con	trol No.	
			5			
		Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% OF TOTAL Exhibit UDC	Remaining Deliverables Exhibit LIDC

Unduplicated Clients for Exhibit:	30				30
	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% OF TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

Deliv	rerables	Total Contrac Clier		PE	red THIS RIOD Clients	UNIT RATE	AMOUNT DUE		ed to Date Clients		TOTAL Clients	Deliv	paining erables & Clients
Case managemen	nt Brokerage	4,208	30			\$1.83							
MH Services		23,733	30			\$2.35							
Crisis Intervention	n	480	30			\$3.60							
													ļ
	·····												
	13												
	Totals	28,421	30										
			LE	SS: Initi	al Payme Other A	XPENSES nt Recovery djustments RSEMENT	-	NOTES					
in accordance with the co	on provided above is, to th ontract approved for servic our office at the address in	es provided un	owledge, co der the prov	omplete an vision of th	nd accurate at contract	; the amount re Full justificatio	quested for reimburs n and backup record	ement is is for those					
Signature:	;						Date:						
Title:													
Send to:	SF Department of P	ublic Health	,				FDPH AIDS OF	FICE Aut	norization	For Pay	ment:		
	1380 Howard Street	t, 4th Floor				D					Deter		
	San Francisco, CA I Attn: AIDS Office C		yments			ву: _					Date:		
:\cio\master\invatife.sis			6.		<u>میں بین این اسم</u>								(5/24/06)

#### DEPARTMENT OF PUBLIC HEALTH CONTRACTOR STATEMENT OF DELIVERABLES AND INVOICE

EXHIBIT F 3b PAGE A

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Regents of the University of California

CONTRACTOR:

Address: Mail Remittance Cashler UCSF Accounting Office 1855 Folsom Street, Suite 425 San Francisco, CA 94143-0815 Telephone

FUND SOURCE: Sheriff Work Order

CONTRACT TERM: 7-1-2010-6-30-11

CONTRACT NAME: CityWide

INVOICING PERIOD: 7-1-2010-0-30-11

**Contract PO Number** 

PROGRAM / EXHIBIT: NOVA

DELIVERABLES	TOTAL CONTRACTED UOS	UOS DELIVERED THIS PERIOD	UOS DELIVERED TO DATE	% OF TOTAL	REMAINING DELIVERABLES
Case Management	28,962				
MH Services	32,562				
Crisis Intervention	1,440				
				*	

EXPENDITURES		EXPENSES	EXPENSES	% OF	REMAINING
	BUDGET	THIS PERIOD	TO DATE	BUDGET	BALANCE
Total Salaries (See Page B)	\$88,944		1		
Fringe Benefits	\$23,125				
Total Personnel Expenses	\$112,069				
Operating Expenses:	\$1,145				
Program/Educational Supplies		2			
Other					
Insurance					
Staff Training					
Other:					
Total Operating Expenses					
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$113,214				
Indirect Expenses @ 10%	\$13,586				2
TOTAL EXPENSES	\$126,800				
LESS: Initial Payment Recovery					
Other Adjustments			ŀ		
REIMBURSEMENT		1 ×			

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 budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup for those claims are in our office at the address indicated.

Signature:

Title:

Date:

INVEXC1.XLS

Send to: SFDPH

SFDPH / Authorization For Payment:

Attn:

By:

Date:

APPENDIX F- 4 uly 1, 2010 - June 30, 201 PAGE A

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

			Control N	umber		nvoice Number
CONTRACTOR: Regents of the	University of Californi	ia	HP#11-0	6909	(ACE #)	060
Address: Mail Remittance	e Cashier			1		
UCSF Accounti	ng Office		Contra	act Direct Purchase	(DP) No.	
1855 Folsom St	reet, Suite 425					
San Francisco,	CA 94143-0815			Fund	Source:	SMDC/HAS
Telephone: (415) 476-2977						
FAX # (415) 476-8158				Grant Coo	le/Detail:	
CONTRACT NAME: CityWide						
				invoicing	Period: 7-1-10	- 6-30-11
APPENDIX TERM: July 1, 2010 - Ju	ine 30, 2011				-	
				FINAL	invoice	(check if Yes)
PROGRAM EXHIBIT: Roving Team						
				ACE Con	trol No.	
	10 10 10 th a	Total Contracted	Delivered THIS PERIOD	Delivered to Date	% OF TOTAL	Remaining
	1.2 3 * 2	Exhibit UDC	Exhibit UDC	Exhibit UDC	Exhibit UDC	Deliverables Exhibit UDC
Unduplicated Clients fo	r Exhibit:	170				170

Deliverables	Total Contra & Cli	acted UOS ents	PE	RIOD & Clients	UNIT RATE	AMOUNT DUE		ed to Date & Clients	TOTAL & Clients	Delive	aining erables Clients
Case Management	49,600	170			\$1.98						
MH Services	212,360	170			\$2.56						
Crisis Intervention	1,753	170			\$3.80						
											-
							1.70				
							L		 		
									 		• •
								L			
Totals	263,713	170									
	C	LE		al Payme	EXPENSES nt Recovery		NOTES	i:			
					djustments RSEMENT						
i certify that the information provided above is n accordance with the contract approved for claims are maintained in our office at the add	services provid								 	;	
Signature:	·				••• • •••	Date:			 		
Title:											

Send to:	SF Department of Public Health	SFDPH AIDS OFFICE Authorization For Payment:			
-	1380 Howard Street, 4th Floor San Francisco, CA 94103	Ву:	Date:		
	Attn: AIDS Office Contract Payments				
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#### DEPARTMENT OF PUBLIC HEALTH CONTRACTOR MONTHLY FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE

			Control Nu	mber	inv	voice Number
CONTRACTOR:	Regents of the University of Californ	nia	HP#11-06	909	(ACE #)	060
Address:	Mall Remittance Cashier					
	UCSF Accounting Office		Contra	t Direct Purchase	(DP) No.	
	1855 Folsom Street, Suite 425					
	San Francisco, CA 94143-0815			Fund	Source:	Gen Fund
Telephone:	(415) 476-2977					
FAX #	(415) 476-8158			Grant Cod	e/Detail:	
CONTRACT NAME:	CityWide					
				Invoicing	Period: 7-1-10-	5-30-11
APPENDIX TERM:	July 1, 2010 - June 30, 2011					
				FINAL	invoice	(check if Yes)
PROGRAM EXHIBIT:	STOP				L	
				ACE Con	trol No.	
		Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% OF TOTAL Exhibit UDC	Remaining Deliverables
						Exhibit UDC

4

Unduplicated Clients for Exhibit:

Deliverables	Total Contr & Cli		Delivere PER UOS &	HOD	UNIT RATE	AMOUNT DUE	Delivered to Date UOS & Clients		% OF TOTAL UOS & Clients		Remaining Deliverables UOS & Clients	
Non residential ODF Group	100	4			\$29.00							
Non residential ODF Ind	75	4			\$68.00							
					2							
							•					
Totals	175	4										
					XPENSES		NOTES	:				
		LE	SS: Initia		nt Recovery							
			1		RSEMENT							
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:	Signature: Date:											
Title:												

Send to:	SF Department of Public Health	SFDPH AIDS OFFICE Authorization For Payment:				
	1380 Howard Street, 4th Floor					
	San Francisco, CA 94103	By:	Date:			
	Attn: AIDS Office Contract Payments					
D:\cto\master\invxffa.xis			(5/24/06)			