

**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**

**Richmond Area Multi-Services, Inc.**

This Agreement is made this **1st day of October, 2010**, in the City and County of San Francisco, State of California, by and between: Richmond Area Multi-Services, Inc. 3626 Balboa Street, San Francisco, CA 94121, 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 Behavioral Health Services, ("Department") wishes to provide services for Mental Health and Substance Abuse Programs.

WHEREAS, Request for Proposal (RFP23-2009) 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 4156-09/10 on 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.

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from July 1, 2010 through December 31, 2015, 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 15th day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Department of Public Health**, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed Fourteen Million Five Hundred Four Thousand Four Hundred Fifty Nine Dollars (\$14,504,459). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

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

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

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

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

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

**12. Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at

City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

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

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

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

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

**15. Insurance**

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

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

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

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

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

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

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

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

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

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

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory

to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

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

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

- |   |                                       |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties.     | 37. Drug-free workplace policy,       |
| 10. Taxes   | 53. Compliance with laws              |
| 15. Insurance                                       | 55. Supervision of minors             |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment                                      | 58. Graffiti removal                  |

And, item 1 of Appendix D attached to this Agreement

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

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

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

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

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

## **21. Termination for Convenience**

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

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

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

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

3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

**24. Proprietary or Confidential Information of City**

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

b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services under this Agreement, whether disclosed by the City or by the individuals themselves, shall be held in the strictest confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. Contractor understands and agrees that this duty of care shall extend to confidential information contained or conveyed in any form, including but not limited

to documents, files, patient or client records, facsimiles, recordings, telephone calls, telephone answering machines, voice mail or other telephone voice recording systems, computer files, e-mail or other computer network communications, and computer backup files, including disks and hard copies. The City reserves the right to terminate this Agreement for default if Contractor violates the terms of this section.

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

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

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

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

To CITY: Office of Contract Management and Compliance  
Department of Public Health  
1380 Howard Street, Room 442  
San Francisco, California 94103  
FAX: (415) 255-3088  
e-mail: Junko.Craft@sfdph.org

And: Andrew Williams  
1380 Howard Street, 5th Floor  
San Francisco, Ca 94103  
FAX: (415) 255-3567  
e-mail: Andrew.Williams@sfdph.org

To CONTRACTOR: Kavoos G. Bassire  
Richmond Area Multi-Services, Inc.  
3626 Balboa Street  
San Francisco, CA 94121  
FAX: (415) 541-9285  
e-mail: kgbassiri@ramsinc.org

Any notice of default must be sent by registered mail.

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

**27. Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems

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

## **28. Audit and Inspection of Records**

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

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

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

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

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

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

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

**32. Earned Income Credit (EIC) Forms.** Administrative Code section 12O 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 12O of the San Francisco Administrative Code.

**33. Local Business Enterprise Utilization; Liquidated Damages**

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

**b. Compliance and Enforcement**

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

five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

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

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

#### **34. Nondiscrimination; Penalties**

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

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

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

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

**e. Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative

Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

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

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

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

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

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

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

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

breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

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

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

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

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

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

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

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

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

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

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

#### **45. First Source Hiring Program**

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be

bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

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

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

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

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

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

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or

property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

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

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

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

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

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

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

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

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

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

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

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

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

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

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

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

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

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

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

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

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

**55. Supervision of Minors. DELETED BY MUTUAL AGREEMENT OF THE PARTIES**

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

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

**58. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section

is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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

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

**60. Slavery Era Disclosure** *DELETED BY MUTUAL AGREEMENT OF THE PARTIES*

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

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

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


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

CITY

CONTRACTOR

Recommended by:

Richmond Area Multi-Services, Inc.


  
\_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health / 10/14/10  
Date


Approved as to Form:

Dennis J. Herrera  
City Attorney

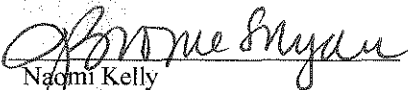
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

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

By:   
\_\_\_\_\_  
Terence Howzell, Deputy  
City Attorney / 10/14/10  
Date

  
\_\_\_\_\_  
Kavos G. Bassira  
CEO  
3626 Balboa Street  
San Francisco, CA 94121 / 10/10/10  
Date

Approved:

  
\_\_\_\_\_  
Naomi Kelly  
Director of the Office of  
Contract Administration and  
Purchaser / 12/15/10  
Date

City vendor number: 15706

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: N/A (Insurance Waiver) Reserved
- D: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution
- H: SFDPH Private Policy Compliance Standards
- I: Emergency Response

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## Appendix A

### COMMUNITY BEHAVIORAL HEALTH SERVICES

The following requirements are incorporated into Appendix A, as provided in this Agreement under Section 4. SERVICES.

#### A. Contract Administrator:

In performing the SERVICES hereunder, CONTRACTOR shall report to Andrew Williams, Contract Administrator for the CITY, or her designee.

#### B. Reports:

(1) 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.

(2) CONTRACTOR agrees to submit to the Director of Public Health or his designated agent (hereinafter referred to as "DIRECTOR") the following reports: Annual County Plan Data; Utilization Review Data and Quarterly Reports of De-certifications; Peer Review Plan, Quarterly Reports, and relevant Peer Review data; Medication Monitoring Plan and relevant Medication Monitoring data; Charting Requirements, Client Satisfaction Data, Program Outcome Data, and Data necessary for producing bills and/or claims in conformance with the State of California Uniform Method for Determining Ability to Pay (UMDAP; the state's sliding fee scale) procedures.

#### 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.

Space owned, leased or operated by providers, including satellites, and used for SERVICES or staff shall meet local fire codes. Documentation of fire safety inspections and corrections of any deficiencies shall be made available to reviewers upon request.

#### 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. 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, except to the extent that the SERVICES are to be rendered to a specific population as described in Appendix A. CONTRACTOR shall adhere to Title XIX of the Social Security Act and shall conform to all applicable Federal and State statutes and regulations. CONTRACTOR shall ensure that all clients will receive the same level of care regardless of client status or source of reimbursement when SERVICES are to be rendered.

#### G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

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

L. Billing and Information System

CONTRACTOR agrees to participate in the CITY'S Community Mental Health Services (CMHS) and Community Substance Abuse Services (CSAS) Billing and Information System (BIS) and to follow data reporting procedures set forth by the CMHS/CSAS BIS and Quality Improvement Units.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

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

P. Compliance with Community Mental Health Services and Community Substance Abuse Services Policies and Procedures

In the provision of SERVICES under Community Mental Health Services or Community Substance Abuse Services contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by Community Mental Health Services or Community Substance Abuse Services, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

Q. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

R. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

2. **Description of Services**

Detailed description of services are listed below and are attached hereto

- Appendix A-1 Adult/Older Adult Outpatient Services Program
- Appendix A-2 Hire-Ability Vocational Services – Employee Development program
- Appendix A-3 Broderick Street Adult Residential Program
- Appendix A-4 Peer Specialist Mental Health Certificate Program



**Program Name: Adult/Older Adult Outpatient Services Program**  
**Program Address: 3626 Balboa Street**  
**City, State, Zip Code: San Francisco, CA 94121**  
**Telephone: (415) 668-5955**  
**Facsimile: (415) 668-0246**

**2. Nature of Document (check one)**

**New**       **Renewal**       **Modification**

**3. Goal Statement**

Program (long-term) goals are adults/older adults with improved emotional/physical well-being and quality of life, positive engagement in the community, and awareness & appropriate use of resources. Short-term outcomes are adults/older adults with increased level of self-sufficiency, achieving individualized plan of care goals, and reduced level of care.

For those with dual-diagnosis/co-occurring conditions, outcomes also include transitioning to the next stage of recovery and minimizing harm and/or establishing supportive networks to sustain recovery.

**4. Target Population**

RAMS Adult/Older Adult Outpatient Services Program serves San Francisco adult and older adult residents in need of psychiatric services, ranging from those with severe behavioral health symptoms & functional impairments with many repeat users of higher end emergency, acute & institutional care, and supporting the transition to the community. There is a special focus serving the Asian & Pacific Islander American (APIA) and Russian-speaking communities, both immigrants and US-born – a group that is traditionally underserved; the diverse client population presents with various issues including behavioral health conditions, homelessness, engagement issues, substance use/abuse, dual diagnosis, and vocational concerns.

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

See CBHS Appendix B, CRDC pages.

**6. Methodology**

A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

RAMS' responsibility and commitment to mental health care quality and education extends beyond its own walls to reach people of all ages and backgrounds in its community through outreach and serving them in their own environments. This philosophy of care has always been central to the agency's approach. RAMS is uniquely well-positioned and has the expertise to outreach, engage, and retain

diverse consumers, underrepresented constituents, and community organizations with regards to Outpatient Program services & resources and raising awareness about mental health and physical well-being. As an established community services provider, RAMS comes into contact with significant numbers of consumers & families, annually serving well over 15,000 adults, children, youth & families at over 75 sites, citywide.

The RAMS Outpatient Services Program conducts outreach on an ongoing basis, in the most natural environments as possible, through various activities including but not limited to: sponsoring or coordinating cultural events, conducting psycho-educational & informational workshops or activity groups, and providing services in the client's natural environments. Outreach activities are facilitated by staff, primarily the Behavioral Health Counselors/Workers (including Psychologists, Social Workers, Behavioral/ Mental Health Clinicians/Counselors/Workers), Peer Counselors, and Psychiatrists. Also, the Peer Counselor facilitates/co-facilitates groups, workshops & meetings, coordinates consumer advisory councils & committees, and maintains drop-in hours to provide information about the program and general information on behavioral health matters and community resources. As peers, these individuals are able to address the stigma of mental illness utilizing a variant approach. The varying activities, topic foci, and location also engage those who may not necessarily self-initiate counseling services. The Program's workshops may use alternative references to behavioral health topics such as having workshops titled *Stress Management*, *Skills Building*, and *Healthy Lifestyles* instead of using "loaded" words and language. There are also targeted outreach activities to ethnic groups including Chinese, Koreans, Japanese, Cambodians, and Vietnamese. At least three times a year, the Outpatient Program conducts formal presentations at community health fairs and events raising awareness about mental health issues and resources, taking into consideration cultural aspects. For instance, as suggested by the community, RAMS conducts outreach at a Buddhist temple for Cambodians and has also invited a Buddhist monk to RAMS in order to promote resiliency and spirituality. Also, program and psycho-educational material is developed and reviewed for content, literacy, culturally appropriate representation, and word usage, in an effort to increase the "reader-ability" (e.g. using plain language instead of field terminology) and willingness to incorporate it in a meaningful way into her/his life.

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

RAMS accommodates referrals from the CBHS Behavioral Health Access Center and cooperates with the Interagency Council initiatives. As RAMS provides services in over 30 languages and, in order to support "advanced access," the agency deploys mechanisms to effectively make accessible the many dialects fluent amongst staff. The Outpatient Program maintains a multilingual Intake/Resource Schedule, which is a weekly calendar with designated time slots of clinical staff (and language capacities) who consult with the community and conducts intake assessments (with linguistic match). The intake/initial risk assessments are aimed to determine medical necessity for services and assess strengths & existing resources, co-occurring issues/dual diagnosis conditions, medication support needs, vocational readiness/interest (and/or engagement in volunteer activities, school), primary care connection, and other services (e.g. residential, SSI assessment). There is a designated intake coordinator for scheduling assessments and maintaining the documentation, thus supporting streamlined coordination; staff (including Program Director) works closely with the referring party.

Following the intake, engagement and follow-up is made with the client. RAMS has been acknowledged as a model for its intake practices (“advanced access”) and managing the demand for services, which is a consistent challenge for other clinics.

- 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.

To further support accessibility of services, the Outpatient Program throughout the years has maintained hours of operation that extend past 5:00 pm, beyond “normal” business hours. The Program hours are: Monday (9:00 am – 7:00 pm); Tuesday to Thursday (9:00 am to 9:00 pm); Friday (9:00 am to 5:00 pm).

The Outpatient Program’s design and strategies are culturally competent behavioral health and mental health outpatient & prevention services that include, but are not limited to: individual & group counseling, family collateral counseling; clinical case management; crisis intervention; psychiatric evaluation & medication management; psychological testing & assessment; psycho-education; information & referral services; and consultation. Psycho-educational activities have included topics such as holistic & complementary treatment and practices, wellness recovery groups/workshops, and psychotropic medication and effects. Services are primarily provided on-site and/or in least restrictive environment including: clients’ home, hospital, another community center, and/or primary care clinic. The type and frequency of services are tailored to the client’s acuity & risk, functional impairments, and clinical needs, with review by the clinical authorization committee and in consultation with SFDPH CBHS.

The Behavioral Health Counselors/Workers provide clients with weekly/on-going individual integrated behavioral health counseling, case management services, and as needed, conduct crisis intervention and collateral meetings. Having counseling and clinical case management services provided by the same care provider streamlines and enhances care coordination. During the treatment planning, the counselor and client discuss how strengths can be used to make changes to their current conditions and to promote & sustain healthy mental health. An integrated plan of care with goals (includes stability in community goal) is formally developed and updated at least annually. It is a collaborative process (between counselor & client) in setting goals and identifying strategies that are attainable & measurable. As needed, other support services are provided by other staff, in collaboration with the Behavioral Health Counselor/Worker. RAMS conducts home visits and linkages for client support services (e.g. senior day program, childcare, transportation) to other community agencies and government offices. Throughout the counseling process, the staff continuously assess the client’s interest/readiness to engage in vocational, trade schools, and/or other educational activities (e.g. RAMS Hire-Ability Vocational Services, volunteerism, RAMS Peer Specialist Mental Health Certificate). Predoctoral interns, closely supervised, are also available to conduct comprehensive batteries of psychological testing and evaluation.

The RAMS Outpatient Program offers structured groups (i.e. therapy, support, and psycho-education) as a core component of treatment services to clients. Facilitated (or co-facilitated) by Behavioral

Health Counselors/Workers, Psychiatrists/Nurses, and Peer Counselors, the groups provide positive peer support and pressure, focus on interpersonal relationships, provide a support network for specific problems or challenges, and assist individuals in learning about themselves and how they can relate better with other people.

Medication management including culturally competent psychiatric evaluation & assessment and on-going monitoring of prescribed medications (e.g. individual meetings, medication management groups) is provided by licensed psychiatrists, nurse practitioners, and registered nurses. The Outpatient Program psychiatry staff capacity & coverage offers daily medication evaluation & assessments during all program hours of operation, in order to increase accessibility.

- D. Describe your program's exit criteria and process, e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning.

The type and frequency of services are tailored to the client's acuity & risk, functional impairments, and clinical needs, with review by the clinical authorization committee and in consultation with SFDPH CBHS. Because of limited mental health resources, coupled with the need to promptly serve many newly referred acute clients, the program consistently applies utilization review and discharge/exit criteria to alleviate increasing caseload pressure, and to prioritize services to those most in need. Providers consider such factors as: risk of harm, functional status, psychiatric stability and risk of decompensation, medication compliance, progress and status of Care Plan objectives, and the client's overall environment such as culturally and linguistically appropriate services, to determine which clients can be discharged from Behavioral/Mental Health/Case Management Brokerage level of services into medication-only, or be referred to Private Provider Network/Primary Care Physician.

- 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 CBHS Appendix B.

Furthermore, direct services are also provided by 17 pre-doctoral interns, practicum trainees, and MFT/PhD trainees. Consistent with the aim to develop and train the next generation of culturally competent clinicians, the Outpatient Clinic also houses a prestigious training center, accredited by the American Psychological Association, which offers an extensive training curriculum. These students are unpaid interns with three paid slots for pre-doctoral interns who are just one year from graduation. The interns are supervised by licensed clinical supervisors, and many graduates from RAMS' training program become community and academic leaders in the mental & behavioral health field, known both nationally and internationally, further disseminating culturally competent theories and practice.

## 7. Objectives and Measurements

- A: CBHS Performance/Outcome Objectives FY 2010-11. These will be evidenced by Avatar and Program reports and records.



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

**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.

**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.

**A.1.1.** 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.1.3.** 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.

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

**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.

***Objective B.1: Access to Services***

**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 Health San Francisco.

***Objective B.2: Treatment Access and Retention***

**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.

***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.

***Objective F.1: Health Disparities in African Americans***

**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.

**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.

SFDPH 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 2011-12***

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

SFDPH System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new client surveys 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.

SFDPH 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.

#### B. Other Measurable Objectives:

To further support services outcomes, RAMS conducts various strategies (culturally competent services, fostering trusting & safe counselor-client relationships) and maintains the following objectives for FY 2010-11: (1) 100% of clients/families will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred; and (2) 100% of all client plans of care will have a goal focusing maintaining/strengthening stability in the community, including positive community engagement, e.g. social network, vocational training/employment/volunteer activities, cultural centers; and (3) 100% of clients who have completed the program, and provide consent, will have a follow-up assessment (within six months of discharge) regarding services outcomes – if appropriate, program reengagement can take place.

These will be evidenced by program and Avatar reports and records (e.g. Assessments, Treatment Plans of Care) documenting such data.

### 8. Continuous Quality Improvement

RAMS Adult/Older Adult Outpatient Program's goals also include meeting and striving to exceed the CBHS' care standards and annual performance objectives. Outcomes measurement strategies include:

- Data analysis & review: Database/tracking system to analyze psychiatric hospitalization episodes and treatment length (e.g. number of hospital days at intake vs. annual update/discharge; level of accomplishing treatment goals; service utilization reviews).
- Service Utilization Committee – Committee comprised of Program Director, Medical Director, and direct service practitioner; meets weekly to review frequency of treatment and modality/type of services, and the match to client's progress & clinical needs
- Weekly Clinical Supervision & Case Conferences – Supervisors & colleagues provide feedback to counselors in their work resulting in adjusted intervention strategies, as needed
- Review Treatment Goals and Progress – Adjustment of strategies, methods, and models of intervention in order to meet the needs of the client
- Evidence-based assessment tools, which may include Adult Needs and Strengths Assessment (ANSA), Milestones of Recovery Scale (MORS), BASIS-24, etc.

As a program, the Adult/Older Adult Outpatient Program engages in various organizational and programmatic development and monitoring activities, ensuring accountability in all regards. Furthermore, the program aims to provide clinical training to support skills development within staff

and interns/trainees on the therapeutic alliance and EBT approaches in working with target populations, fostering psychological changes. Such activities include but are not limited to:

- Skills Development Trainings, pre- and post-tests for staff and interns/trainees
- COMPASS and CODECAT (training needs assessment), at least every two years
- Monthly service utilization reports, program-wide
- Monthly program all-staff meetings to discuss administrative issues and matters
- Regular program operations meetings including SFDPH program monitors
- Program retreats & focused discussions on program design and service delivery
- Clinical Supervision Evaluation (by staff to supervisors), at least annually
- Director of Clinical Services holds individual supervision with Program Director (every two weeks) and monthly meetings with all RAMS Program Directors
- Program Director submits a monthly written report to Director of Clinical Services on activities and progress on plans of improvement, if any
- Program Director submits written report to RAMS executive management on status/progress of contract, culturally competency, and integration & compliance goals, at least quarterly
- Director of Clinical Services submits a written report to RAMS CEO on program activities, status/progress on contract, culturally competency, and integration & compliance goals
- Monthly agency-wide all-staff meetings to discuss administrative issues and matters
- RAMS Quality Council (includes staff and consumers)
- Organizational and clinical consultation with field experts
- RAMS executive management (CEO, Chief Financial Officer, Deputy Chief/Director of Clinical Services, Director of Human Resources, and Operations Manager) meet every two weeks to discuss agency-wide matters, including program issues, and management

Quality assurance involves a high level of consumer involvement, as the best informant for the program services is the target population, themselves. RAMS coordinates various opportunities to obtain feedback on program delivery of culturally competent services, identifying strengths of strategies, and recommendations for program design, including group topics, group sessions scheduling, and the physical environment. RAMS strives to facilitate these activities in a welcoming & open manner. Such methods include, but are not limited to:

- Meaningful engagement in treatment (counselor & client), client provides suggestions
- Hiring & retaining Peer Counselors, who are integral members of the treatment team informing program design as well as advocates and liaisons with client community
- Anonymous consumer & family member satisfaction surveys (internal & external surveys)
- Anonymous feedback through suggestions boxes in the two client wait areas
- Focus groups with consumers, at least twice yearly
- Client Council, with regularly-held and coordinated meetings
- Clients are invited to monthly RAMS Board of Directors meeting to share their experiences and provide feedback (location is rotated to support accessibility)

For all quality assurance activities, the Program Director includes its outcome (narrative, qualitative/quantitative data, including all suggestions) in a written report to executive management; recommendations are explored as is its feasibility with developed plans of action (if any), at least monthly to executive management, Quality Assurance Council, the consumer(s), and/or community-at-

large. Also, RAMS has demonstrated history of being fully cooperative with CBHS with all quality improvement activities, as evidenced by the excellent track record of meeting all of the contract objectives.

The CQI activities are aimed to enhance, improve and monitor the quality of services delivered. RAMS will assure that the CQI activities are in compliance with the Health Commission, Local, State, Federal and/or Funding Source policies and requirements including PURQC guidelines, Harm reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction. Additionally, the billing practices and protocols are monitored and evaluated in order to ensure compliance with standards.

**1. Program Name: Hire-Ability Vocational Services – Employee Development Program**

Address: 1234 Indiana Street

City, State, Zip Code: San Francisco, CA 94107

Telephone: (415) 282-9675

Facsimile: (415) 920-6877

**2. Nature of Document (check one)**

New       Renewal       Modification

**3. Goal Statement**

Program outcomes (long-term) are adults with improved emotional/physical well-being and quality of life, positive community engagement, increased self-sufficiency, and obtain & retain employment. Short-term outcomes are adults with: increased work skills and knowledge and obtaining employment. For those with dual-diagnosis/co-occurring conditions, outcomes include transitioning to the next recovery stage.

**4. Target Population**

The target populations are San Francisco residents including transitional age youth, adults & older adults, aged 18 and over, who are receiving behavioral health services through CBHS. Particular outreach is to consumers who have minimal interest and/or work exposure, and may benefit from a structured vocational training program. There is a special focus on serving the Asian & Pacific Islander American (APIA), i.e. Chinese, Tagalog & Vietnamese communities, both immigrants and US-born, a group that is traditionally underserved. Hire-Ability clientele are those residing in the program's district (zip code 94107) as well as citywide (e.g. 94103, 94108, 94121, etc.) including any individual within the SFDPH-CBHS Systems of Care who indicates an APIA dialect as the primary language.

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

See CBHS Appendix B, CRDC pages.

**6. Methodology**

A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

RAMS' responsibility and commitment to mental health care quality and education extends beyond its own walls to reach people of all ages and backgrounds in its community through outreach and serving them in their own environments. This philosophy of care has always been central to the agency's approach. RAMS is uniquely well-positioned and has the expertise to outreach, engage, and retain diverse consumers, underrepresented constituents, and community organizations with regards to

vocational services & resources and raising awareness about mental health and physical well-being. As an established community services provider, RAMS comes into contact with significant numbers of consumers & families, annually serving well over 15,000 adults, children, youth & families at over 75 sites, citywide.

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

RAMS accommodates referrals from the CBHS and other community agencies within the System of Care. All requests for services are directed to the Intake Coordinator, who schedules and conducts integrated assessments/intakes and processes the documentation, thus supporting streamlined coordination; staff (including Employee Development Coordinator and Director of Vocational Services/Program Director) works closely with the referring party. The initial assessments are aimed to determine program eligibility, vocational readiness/interest, suitability of program services, strengths & existing resources, level of functioning & needs in consultation with behavioral health services provider, primary care connection, substance use/abuse, and other services (e.g. residential). The Intake Coordinator makes a referral to one of Hire-Ability programs, including Employee Development. As RAMS have unique expertise in providing services to the APIA-speaking communities, Hire-Ability can provide services in Chinese and Tagalog. Upon referral to Employee Development component, clients may "visit" and participate in the program, on a trial basis, for the first two weeks. This supports overall retention and program completion goals, as consumers are fully aware of the program structure and expectations.

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.

Program hours are Monday to Friday (9:00 am – 5:00 pm). The program design includes providing culturally competent, consumer-driven, strengths-based vocational services including but not limited to: vocational assessments, job skills training, on-site work experience (may be paid), vocational counseling & job coaching, and classes/workshops aimed at building strengths towards employment readiness. The program improves, maintains, or restores personal independence and functioning, consistent with requirements for learning and development, which provides services to a distinct group of beneficiaries. Employee Development includes two components: 1) Production & Fulfillment Services, a workshop setting and on-the-job training in the fulfillment services industry with paid work experience; and 2) i-Ability, a tailored training that focuses on basic computer skills for use in administrative, clerical, and entry-level positions that involve computer familiarization such as data entry. Services are primarily provided on-site and/or in least restrictive environment in the field including: clients' employment site, community center, home, etc. Hire-Ability features a structure program in which clients participate at least three days a week, depending on component, (Monday to Friday) from 9:30 am to 3:00 pm (includes lunch break).

Each consumer is assigned a Vocational Rehabilitation Counselor who conducts a vocational assessment, facilitates vocational orientation & exploration, performs vocational counseling (case management & linkages), supports and identifies strengths & areas of employment interest, and also

provides job training, job search and placement assistance, and job coaching, counseling & guidance. Having a single provider for these services streamlines and enhances care coordination. The vocational assessment is a comprehensive process that systematically utilizes an interview to assist the consumer in the identification of goals leading towards vocational development. These areas, as they relate to employment, include: work needs (e.g. reasonable accommodations), identifying community supports (therapists/case managers, support groups, family & friends), collateral information (therapists/case managers), cultural and/or language issues, work-related issues (concentration, stress, retention of instruction, safety habits, work behavior), psychiatric functioning (behavioral health condition), appearance & grooming, and external factors (financial concerns, living arrangement, medical care). A written report is developed summarizing the assessment, findings & recommendations, which informs the vocational plan and structure for job skills training.

During the vocational services planning, the counselor and consumer discuss how strengths can be utilized to make changes of their current conditions, to promote & sustain healthy mental health, and obtain & retain employment. The counselor also gathers relevant information from the client and other service providers and/or family members, as it relates to employment. An integrated vocational plan for goals is formally developed within the first month of participation, with ongoing monitoring of progress at each meeting/vocational activity, and formally reviewed at the third month. This comprehensive plan considers the client's environment and entire support structure as well as specific employment goals, and takes into account collateral information (e.g. behavioral health treatment plan incorporates vocational goals). Staff are also trained to identify signs of psychiatric relapse and, through collaboration with the client's therapist, implements the appropriate interventions. Together, the counselor & client set goals and identify strategies that are attainable & measureable. The plan includes consumer's input through self-evaluation & rating as well as the counselor's appraisal. RAMS also facilitates linkages for support services (e.g. childcare, transportation).

Vocational training and skills building is provided through various capacities. The Vocational Rehabilitation Counselors serve as the primary trainers and maintain written evaluations & progress reports on client skills and vocational goals. These include, but are not limited to, productivity, work quality, attendance, punctuality, dress & grooming, communication with others, group participation, and work endurance. As the primary trainer, Counselors are thoroughly familiar with each individual's daily progress and can provide consistent feedback and support. Training is offered in two specific industries, further supporting consumer choice & empowerment and likelihood of transferable skills for gaining competitive employment.

For all Employee Development Program participants, RAMS Hire-Ability offers structured groups (i.e. vocational counseling, training, psycho-education) as a core component of services to clients. Facilitated (or co-facilitated) by Vocational Rehabilitation and/or Peer Vocational Rehabilitation Assistant, the groups provide positive peer support and pressure, focus on interpersonal relationships, a support network for specific problems or challenges, and can assist individuals to learn about themselves and relate better with other people. Groups can be jointly run with collaborative partners (e.g. behavioral health counselors), taking place at RAMS and/or the partner's site, depending on client feedback & indicated preference, and offered at various hours of the day throughout the week.



- D. Describe your program’s exit criteria and process, e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning.

Clients successfully complete the program when: (1) 85% attendance rate, and (2) Vocational Development Plan goals are achieved and score of 75% or higher on the certificated exams is accomplished (i-Ability); average completion is four months. Upon discharge, referral can be to competitive employment, volunteer internships, education, college enrollment, or salaried employment including higher wage and skilled jobs in industries which are experiencing shortages such as the healthcare field. In this pursuit, the Vocational Rehabilitation Counselor may assist with job search & placement assistance and provide job coaching, counseling, and guidance. As Hire-Ability offers a full spectrum of vocational services, consumers may transition into the Employment Services Program, which is funded through a contract/agreement with the California State Department of Rehabilitation. This program provides a higher level of individualized job preparation using classroom and individual meetings, job development, individualized plans & job placement, and follow-along services to consumers. Hire-Ability also maintains a cooperative agreement with California Department of Rehabilitation (since 1998) to connect employers with trained individuals; thus, supporting job placements for program participants with employment. Consumers may also enter the Peer Specialist Mental Health Certificate Program, a contract recently granted (MHSA) to RAMS; a 12-week course program, in collaboration with SF State University, Dept of Counseling.

- 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 CBHS Appendix B.

## 7. Objectives and Measurements

- A: CBHS Performance/Outcome Objectives FY 2010-11. These will be evidenced by Avatar and Program reports and records.

### *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.

SFDPH 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 2011-12***

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

SFDPH System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new client surveys 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.

SFDPH 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.

**B. Other Measurable Objectives:**

To further support outcomes, RAMS conducts various strategies and establishes the following objectives for FY 2010-11: (1) 75% of clients who meet intake standards will be engaged in the program within the first month; (2) 100% of clients will have an established "health care home" for which the program actively engages & coordinates with to integrate vocational goals into the services plan of care; (3) 75% of clients will receive paid, on-the-job training and work experience; (4) 100% of clients will be given and encouraged to complete a satisfaction survey; (5) 80% of clients will express satisfaction or "high" satisfaction with program services; (6) At least quarterly, RAMS will conduct outreach to the community specifically about vocational services along the continuum of care, and engage consumers in its facilitation; (7) 65% of client will successfully complete the program; (8) 80% of clients who complete the program will be engaged in vocational/educational-related activities, e.g. obtain employment, referral to Hire-Ability Employment Services, volunteerism, or educational programs; and (9) 100% of clients who have completed the program, and provide consent, will have a follow-up assessment (within six months) regarding services outcomes. These will be evidenced by program reports and records, documenting such data.

**8. Continuous Quality Improvement**

Hire-Ability Vocational Services, Employee Development Program services outcomes (long-term) are adults/older adults with improved emotional/physical well-being and quality of life, positive engagement in the community, increase self-sufficiency, and obtain & retain competitive employment. Short-term outcomes are adults/older adults with: (1) increased work skills and knowledge for employment in the behavioral health system or other industries, and (2) obtain competitive employment (part- and full-time employment). Other outcomes include: increased consumer functioning; increased number of consumers employed for a period of three or more continuous

months over a 12-month period; increased number of employment partnerships with public and private employers; increased number of career advancement opportunities in entry-level positions, and reduced percentage of consumers dropping out of vocational services. RAMS ensures that all program operations (including CQI) are HIPAA-compliant. Outcomes measurements are:

- Data analysis & review: Database/tracking system for discharge reasons and retention (e.g. program completers vs. vocational goals unmet; service utilization reviews; employment retention monitoring).
- Service Utilization Committee – Committee comprised of Director of Vocational Services/Program Director, Coordinator, and direct service practitioner; meets weekly to review frequency of treatment and modality/type of services, and the match to client's progress & clinical needs
- Supervision & Case Conferences – Supervisors & colleagues provide feedback to counselors in their work resulting in adjusted intervention strategies, as needed
- Review Vocational Plan Goals and Progress – Adjustment of strategies, methods, and models of intervention in order to meet the needs of the client
- Evidence-based assessment tools, which may include Work Personality Profile-Self-Report, Mental Health Recovery Measure, etc.

As a program, the Hire-Ability Vocational Services engages in various organizational and programmatic development and monitoring activities, ensuring accountability in all regards. Such activities include but are not limited to:

- Skills Development Trainings, pre- and post-tests for staff and interns/trainees
- COMPASS and CODECAT (training needs assessment), at least every two years
- Monthly service utilization reports, program-wide
- Weekly program all-staff meetings to discuss administrative issues and matters
- Regular program operations meetings including SFDPH program monitors
- Program retreats & focused discussions on program design and service delivery
- Supervision Evaluation (by staff to supervisors), at least annually
- Director of Clinical Services holds individual supervision with Director of Vocational Services/Program Director (every two weeks) and monthly meetings with all RAMS Program Directors
- Director of Vocational Services/Program Director submits a monthly written report to Director of Clinical Services on activities and progress on plans of improvement, if any
- Director of Vocational Services/Program Director submits written report to RAMS executive management on status/progress of contract, culturally competency, and integration & compliance goals, at least quarterly
- Director of Clinical Services submits a written report to RAMS CEO on program activities, status/progress on contract, culturally competency, and integration & compliance goals
- Monthly agency-wide all-staff meetings to discuss administrative issues and matters
- RAMS Quality Council (includes staff and consumers)
- Organizational and programmatic consultation with field experts
- RAMS executive management (CEO, Chief Financial Officer, Deputy Chief/Director of Clinical Services, Director of Human Resources, and Operations Manager) meet every two weeks to discuss agency-wide matters, including program issues, and management

Quality assurance involves a high level of consumer involvement, as the best informant for the program services is the target population themselves. RAMS coordinates various opportunities to obtain feedback on program delivery of culturally competent services, identifying strengths of strategies, and recommendations for program design, including group topics, group sessions scheduling, and the physical environment. RAMS strives to facilitate these activities in a welcoming & open manner. Such methods include, but are not limited to:

- Meaningful engagement in counseling (counselor & client); client can provide suggestions
- Hiring & retaining Peer Vocational Rehabilitation Assistant, who are integral members of the counseling team, informing program design as well as advocating and liaising with the client community
- Anonymous consumer & family member and employment partner satisfaction surveys (internal & external surveys)
- Anonymous feedback through suggestions boxes and hotline
- Consumer focus groups, on at least a quarterly basis (to ensure input from all participants)
- Client Council, with regular held and coordinates meetings
- Clients are invited to monthly RAMS Board of Directors meeting to share their experiences and provide feedback (location is rotated to support accessibility)

For all quality assurance activities, the Director of Vocational Services/Program Director includes its outcome (narrative, qualitative/quantitative data, including all suggestions) in a written report to executive management; recommendations are explored as is its feasibility with developed plans of action (if any), at least monthly to executive management, Quality Assurance Council, the consumer(s), and/or community-at-large. Also, RAMS has demonstrated history of being fully cooperative with CBHS with all quality improvement activities, as evidenced by the excellent track record of meeting all of the contract objectives.

The CQI activities are aimed to enhance, improve and monitor the quality of services delivered. RAMS will assure that the CQI activities are in compliance with the Health Commission, Local, State, Federal and/or Funding Source policies and requirements including PURQC guidelines, Harm reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction. Additionally, the billing practices and protocols are monitored and evaluated in order to ensure compliance with standards.

**1. Program Name: Broderick Street Adult Residential Program**

**Program Address: 1421 Broderick Street**

**City, State, Zip Code: San Francisco, CA 94115**

**Telephone: (415) 292-1760**

**Facsimile: (415) 292-1636**

**2. Nature of Document (check one)**

New       Renewal       Modification

**3. Goal Statement**

The primary program goal is to support client’s ability to maintain stability and live in the community and/or reduce the level of care and services. Also, the services outcomes (long-term) include adults/older adults with improved emotional/physical well-being and quality of life, positive engagement in the community, awareness & appropriate use of resources. Short-term outcomes are adults/older adults with increased level of self-sufficiency and achieving individualized plan of care goals. For those with dual-diagnosis/co-occurring conditions, outcomes also include transitioning to the next stage of recovery and minimizing harm and/or establishing supportive networks to sustain recovery.

**4. Target Population**

RAMS Broderick Residential Program serves the 33 adults residing at the Broderick Street Adult Residential Facility (BSARF), a board and care facility offering permanent housing, funded through the SFDPH Housing & Urban Health (HUH) section. The facility is located at 1421 Broderick Street, SF, 94115. As BSARF residents are also considered clients of CBHS, RAMS adheres to the CBHS System of Care admission criteria; therefore, all residents/clients of the program are adults (ages 18 and over), with chronic/persistent mental illness, psychiatric disorders, and clinical concerns; at the Broderick Program, clients/residents also have a medical condition. There is a special focus on serving the Asian & Pacific Islander American (APIA) communities, both immigrants and US-born – a group that is traditionally underserved.

The individual is also assessed on the ability to benefit from outpatient services at this level of care, a licensed Adult Residential Facility (ARF) setting, but not a Skilled Nursing Facility (SNF). RAMS is the current contract provider for residential services (through SFDPH HUH).

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

See CBHS Appendix B, CRDC pages.

## 6. Methodology

### A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

The referral process into BSARF is primarily facilitated and coordinated by SFDPH CBHS Community Programs Placement team. RAMS' responsibility and commitment to mental health care quality and education extends beyond its own walls to reach people of all ages and backgrounds in its community through outreach and serving them in their own environments. This philosophy of care has always been central to the agency's approach. RAMS is uniquely well-positioned and has the expertise to outreach, engage, and retain diverse consumers, underrepresented constituents, and community organizations with regards to services & resources and raising awareness about mental health and physical well-being. As an established community services provider, RAMS comes into contact with significant numbers of consumers & families, annually serving well over 15,000 adults, children, youth & families at over 75 sites, citywide.

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

The referral process into BSARF is primarily facilitated and coordinated by SFDPH CBHS Community Programs Placement team, in collaboration with RAMS. Most frequently, the referrals come directly from case managers/social workers at San Francisco General Hospital, Laguna Honda Hospital, and San Francisco Behavioral Health Center, who complete and submit an Intake Packet to the team. In cooperation with the SFDPH Placement team, the BSARF intake team (consists of BSARF Program Director and the Broderick Program Clinical Nurse Manager and Clinical Coordinator/Supervisor) reviews the Intake Packet to initially determine eligibility and if he/she potentially matches the level-of-functioning of the facility's current residents. Once the referral seems appropriate, a site visit is scheduled so that the potential resident/client can see the program, have a meal, and meet other staff and residents. At this time, the Program Director answers any questions the client may have and also reviews the program structure (e.g. weekly activities schedule, house rules). This "getting to know each other" process is valuable in addressing any fears, anxieties, and misconceptions and contributes to a smoother transition and increases likelihood of retention. For clients who have physical limitations or are non-ambulatory, the site visit is an opportunity to assess the building's assistive mobility structures such as: hand & guard rails in bathrooms, special shower chairs, elevator, entrance ramp, etc. Oftentimes, once a client realizes the high level of mobility and supported independence, the client often is more open to moving into the facility.

Once clients enter BSARF, they are assigned a Behavioral/Mental Health Counselor/Worker who provides an orientation to the program structure (e.g. building/room locations, groups & activities schedule, meal & snack times, emergency procedures). The residents/clients are formally introduced to the house community (other residents) at the next community meeting (which occur twice-weekly).

### 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.

As the facility operates 24/7, behavioral health services staff coverage includes weekends. Services are provided on-site at BSARF, as well as in the field (e.g. case management in the field during appointments). The program design includes behavioral health and mental health outpatient & prevention services that include, but not limited to: individual & group counseling, case management; crisis intervention; psychiatric evaluation & medication management; psycho-education; family collateral counseling; psychological testing & assessment; information & referral; and consultation. Psycho-educational activities have included holistic & complementary practices, wellness recovery groups/workshops, and psychotropic medication.

The Behavioral Health Counselors/Workers provide clients with weekly/on-going individual integrated behavioral health therapy, case management services, and as needed, conduct crisis intervention and collateral meetings. Having individual counseling and case management services provided by the same care provider further enhances the coordination of the client's clinical care and treatment. During the treatment planning, the counselor and client discuss how strengths can be used to make changes of their current conditions and to promote and sustain healthy mental health in a long run.

The RAMS Broderick Program offers structured groups (i.e. therapy, support, and psycho-education) as a core component of treatment services to clients. Facilitated/co-facilitated by Behavioral Health Counselors/Workers and/or Psychiatrists/Nurses the groups provide positive peer support and pressure, focus on interpersonal relationships, provide a support network for specific problems or challenges, and helps individuals learn about themselves and how they can relate better with other people. Groups are offered at various days and times. The primary Counselor engages with each client in discussing group structure, concept, and norms as well as assess her/his interests, stage of recovery, and readiness for change to determine the most appropriate group(s) for the client to join. This also provides for an opportunity for the client to exhibit self-direction and empowerment – principles of wellness recovery.

Medication management including culturally competent psychiatric evaluation & assessment and on-going monitoring of prescribed medications (e.g. individual meetings, medication management groups) is provided by psychiatrists, registered nurses, and licensed vocational nurses. The program's medication support services staff offers daily medication evaluation & assessments, with capacity and coverage to increase accessibility.

- D. Describe your program's exit criteria and process, e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning.

The primary program goal is to support client's ability to maintain stability and live in the community and/or reduce the level of care and services. As such, exit criteria would include moving out of the Broderick Street Residential Facility to either a higher/lower level of care and services.

- 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 CBHS Appendix B.

All staff who at the BSARF site are employees of RAMS; however, the funding is collaboratively provided by Community Behavioral Health Services (CBHS) and Housing and Urban Health (HUH) sections of SFDPH. The CBHS contract provides the funding for the Broderick Street Residential Program staff which provides outpatient behavioral/mental health and medical support services; the HUH contract funds the staff who provide the residential services component including basic care & supervision, lodging, nutritious meals & snacks, van transportation to/from appointments, and various activity groups. Below is a table of the positions for which each contract provides the funding for:

Job Title	CBHS	HUH
Behavioral/Mental Health Counselor/Worker	X	
Nursing staff	X	
Clinical Coordinator/Supervisor	X	
Clinical Nurse Manager	X (80%)	X (20%)
IT / BIS / Administrative Assistants	X	
Psychiatrist	X	
Administrator / Director of Operations		X
Administrative Coordinator / Office Manager		X
Certified Nurse Aides		X
Chef / Head Cook		X
Driver / Administrative Assistant		X
Home Aides / Activities Aides		X
Janitors		X
Kitchen Aides / Cook Assistants		X
Maintenance Engineer		X
Administrative Assistants / Receptionists		X

Additionally, BSARF has two interns: one Pre-doctoral Psychology Intern of the RAMS Training Center who participates in the delivery of services at this site (position is funded by SF-DPH CBHS Adult/Older Adult Outpatient Services contract); and one Master’s of Social Work Intern (position does not require funding) who provides services throughout the academic year.

**7. Objectives and Measurements**

A: CBHS Performance/Outcome Objectives FY 2010-11. These will be evidenced by Avatar and Program reports and records.

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

**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.

**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.

**A.1.1.** 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.1.3.** 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.

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

**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.

***Objective B.1: Access to Services***

**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 Health San Francisco.

***Objective B.2: Treatment Access and Retention***

**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.

***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.

***Objective F.1: Health Disparities in African Americans***

**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.

**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.

SFDPH 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 2011-12***

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

SFDPH System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new client surveys 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.

SFDPH 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.

#### B. Other Measurable Objectives:

To further support services outcomes, RAMS conducts various strategies and maintains the following objectives for FY 2010-11: (1) 100% of clients will have an established primary care provider and have at least one, annual face-to-face visit; and (2) 100% of all client plans of care will have a goal focusing maintaining/strengthening stability in the community, including positive community engagement, e.g. social network, vocational training/employment/volunteer activities, cultural centers; and (3) 100% of clients who have completed & moved out of the program, and provide consent, will have a follow-up assessment (within six months of discharge) regarding services outcomes. These will be evidenced by program and Avatar reports and records (e.g. Assessments, Treatment Plans of Care) documenting such data.

### 8. Continuous Quality Improvement

RAMS Broderick Residential Program's goal is to support client's ability to maintain stability in the community and improved quality of life, while meeting and striving to exceed the CBHS' care standards and annual performance objectives. Outcomes are measured by the following:

- Data analysis & review: Database/tracking system for psychiatric hospitalization episodes to be logged for analysis (e.g. number of hospital days at intake vs. annual update).
- Service Utilization Reviews – Monthly chart reviews by to specifically review frequency of treatment and modality/type of services, and the match to client's progress & clinical needs
- Weekly Clinical Supervision & Case Conferences – Supervisors & colleagues provide feedback to counselors in their work resulting in adjusted intervention strategies, as needed
- Review Treatment Goals and Progress – Adjustment of strategies, methods, and models of intervention in order to meet the needs of the client
- Evidence-based assessment tools, which may include Adult Needs and Strengths Assessment (ANSA), Milestones of Recovery Scale (MORS), BASIS-24, etc.

Broderick Program engages in various organizational and programmatic development and monitoring activities, ensuring accountability in all regards. Such activities include:

- Annual program reviews by external entities
- Accreditation Visits (Medi-Cal certification; CA Dept of Social Services, Community Care Licensing Division; American Psychological Association; etc)
- COMPASS and CODECAT (training needs assessment), at least every two years
- Monthly service utilization reports, program-wide
- Monthly program management meetings (includes behavioral/mental health & residential staff)
- Monthly operations meetings (includes Program Director, Director of Clinical Services and Contract Monitors of SFDPH CBHS and SFDPH HUH)
- Monthly program all-staff meetings to discuss administrative issues and matters
- Program retreats & focused discussions on program design and service delivery

- Director of Clinical Services holds individual supervision with Program Director (every two weeks) and monthly meetings with all RAMS Program Directors
- Program Director submits a monthly written report to Director of Clinical Services on activities and progress on plans of improvement, if any
- Program Director submits written reports to RAMS executive management on status/progress of contract, culturally competency, and integration & compliance goals, at least quarterly
- Director of Clinical Services submits a written report to RAMS CEO on program activities, status/progress on contract, culturally competency, and integration & compliance goals
- Monthly agency-wide all-staff meetings to discuss administrative issues and matters
- RAMS Quality Council (includes staff and consumers)
- Organizational and clinical consultation with field experts
- RAMS executive management (CEO, Chief Financial Officer, Deputy Chief/Director of Clinical Services, Director of Human Resources, and Operations Manager) meet every two weeks to discuss agency-wide matters, including program issues, and management

Quality assurance involves a high level of consumer involvement, as the best informant for the program services is the target population themselves. RAMS coordinates various opportunities to obtain feedback on program delivery of culturally competent services, identifying strengths of strategies, and recommendations for program design, including group topics, group sessions scheduling, and the physical environment. RAMS strives to facilitate these activities in a welcoming & open manner. Such methods include, but are not limited to:

- Meaningful engagement in treatment (counselor & client), with suggestions by clients
- Twice weekly community meetings, in which clients can provide direct feedback
- Anonymous consumer & family member satisfaction surveys (internal & external surveys)
- Anonymous feedback through suggestions boxes
- Client Council, with quarterly meetings
- Clients are invited to monthly RAMS Board of Directors meeting to share their experiences and provide feedback

For all quality assurance activities, the Program Director includes its outcome (narrative, qualitative/quantitative data, including all suggestions) in a written report to executive management; recommendations are explored as is its feasibility with developed plans of action (if any), at least monthly to executive management, Quality Assurance Council, the consumer(s), and/or community-at-large. Also, RAMS has demonstrated history of being fully cooperative with all CBHS quality improvement activities, as evidenced by the excellent record of meeting all of the contract objectives.

The CQI activities are aimed to enhance, improve and monitor the quality of services delivered. RAMS will assure that the CQI activities are in compliance with the Health Commission, Local, State, Federal and/or Funding Source policies and requirements including PURQC guidelines, Harm reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction. Additionally, the billing practices and protocols are monitored and evaluated in order to ensure compliance with standards.

**1. Program Name: Peer Specialist Mental Health Certificate Program**

**Program Address: 3626 Balboa Street**  
**City, State, Zip Code: San Francisco, CA 94121**  
**Telephone: (415) 668-5955**  
**Facsimile: (415) 668-0246**

**2. Nature of Document (check one)**

New       **Renewal**       Modification

**3. Goal Statement**

The primary goal of the Certificate Program is to prepare consumers, family members, or those of underrepresented communities with the (a) basic skills & knowledge for entry-level employment in the behavioral health system and (b) academic/career planning that supports their success in institutions of higher learning.

**4. Target Population**

The RAMS/SFSU Peer Specialist Certificate Program's target population includes underserved and underrepresented San Francisco mental health consumers and their family members who: have experience in the community behavioral health systems, are interested in a mental health career path, may benefit from additional educational training, and may not yet be ready to enter the Mental Health Certificate and/or degree program.

The target population includes those of diverse backgrounds, with a balance between men and women, and at least 50% of students are of underserved & underrepresented communities. The underserved and underrepresented San Francisco mental health consumers and their family members, include African Americans, Asian & Pacific Islanders, Latinos/as, Native Americans, and Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQQ) individuals.

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

RAMS, in collaboration with the San Francisco State University, Department of Counseling, jointly operate the Peer Specialist Mental Health Certificate, a 12-week program designed to prepare consumers and/or family members with the basic skills & knowledge for entry-level employment in the behavioral/mental health system of care and with academic/career planning that supports success in institutions of higher learning. FY 2010-11 constitutes the first year of program implementation, which includes two cohorts (Fall 2010, Spring 2011); this is the modality/intervention.

Classes take place at SFSU (main and/or downtown campuses) and RAMS (various locations in SF); all sites are easily accessible by public transportation. Program instructors are community-based practitioners, consumers & family members, and SFSU Department of Counseling (DOC) faculty members.

City Fiscal Year (CBHS only):

Funding Source (AIDS Office & CHPP only):

## 6. Methodology

A. Describe how your program conducts outreach, recruitment, promotion, and advertisement.

RAMS conducts various focus groups to identify effective outreach, recruitment, promotion, and advertisement strategies and activities to engage the target population. Furthermore, RAMS is uniquely positioned well and has the expertise to promote & outreach to and recruit program participants of culturally & linguistically diverse consumers, underrepresented constituents, and community organizations. As a service provider, RAMS comes into contact with significant numbers of consumers and families with each year serving 15,000 adults, children, youth and families offering over 30 programs (integrated into 11 core programs) and reaching to over 75 sites (schools, childcare centers, child development centers, and neighborhood and cultural centers) throughout San Francisco. It is through these close partnerships with the other community-based organizations, that RAMS may leverage existing relationships to promote and effectively recruit a student body that reflects the target population. Furthermore, RAMS maintains Peer Counselor positions and Consumer Advisory Boards, all of which actively engage in this Certificate Program. RAMS also outreaches within the Summer Bridge Project (aimed to foster the interest of health care field within high school-aged youth) while utilizing its connections with consumer advocacy groups (e.g. Mental Health Association of SF, National Alliance on Mental Illness). RAMS actively participates in and are members of various culturally-focused community coalitions and/or committees and utilizes these networks as well as funder entities for outreach & promotion.

RAMS maintains program promotional material (e.g. brochures, flyers for Open House, etc.) which are distributed via email blasts, posted on the RAMS website, and distributed during various community presentations. Furthermore, RAMS outreaches to various agencies/networks to promote the program. Many agencies are specifically targeted, as their constituents are those of the underserved and underrepresented communities identified in the contract. Such agencies/communities include: Bayview Hunters Point Foundation; Baker Places; Instituto Familiar de la Raza, Mission Mental Health; La Casa de las Madres; Asian Pacific Islander Family Resource Network; Asian American Native Hawaiian Pacific Islander Town Hall Meeting; Samoan Community Development Center; Native American AIDS Project; New Leaf Services; and Positive Resource Center.

Other outreach activities opportunities may include:

- Media Exposure
- Three focus groups
- Open House (August 2010, January/February 2011)
- RAMS website
- RAMS blog (multiple entries)
- Outreach to CBHS provider network

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

This program is developed with a high community engagement and input process. As such, RAMS/SFSU holds focus groups with the advisory boards and community stakeholders (potential

City Fiscal Year (CBHS only):

Funding Source (AIDS Office & CHPP only):

students, potential employers, community-at-large) to develop and review the curriculum, program structure, etc. RAMS also engages SFDPH CBHS in the curriculum review/development and program design & structure.

Program participants must be at least 18 years of age, a resident of San Francisco, and have completed at least a High School education. Individuals with personal experience in the community behavioral/mental health system are preferred. All applicants must submit their completed application packet within the indicated deadline. Application packets include basic demographic information (name, address, contact information), reference contact information, and a personal statement. All completed applications are reviewed by the Admission Review Committee, with all applicants receiving notification about the decision/outcome within an indicated time frame. Applicants who have accepted/confirmed participation in the Certificate program would send written confirmation along with other requested documentation/verification to RAMS.

- 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.

Peer Specialist Mental Health Certificate is a 12-week program, with two cohorts per fiscal year (Fall 2010, Spring 2011). Classes are held twice a week, generally on Tuesdays and Thursdays, from 10:00 a.m. to 2:00 p.m. Course activities may include, but are not limited to:

- Interactive Lectures: Various course topics which include basic understanding of mental health diagnoses, effective negotiation & communication skills, working in a team setting, introduction to basic helping skills, elements of professional boundary & etiquette, group facilitation, and patients' rights.
- Classroom Exercises & Activities, Role-Play, and Progress Notes: Opportunities/assignments for students to practice skills via role-plays, write progress notes, and other classroom exercises
- Shadow Experience Presentation: Shadow a staff person in a community agency for 8 hours, which is completed outside of class time
- Service Learning Report: Students choose a community center, social service agency, or volunteer organization and spend approximately 8 hours providing a service to individuals/community. These hours are completed outside of class time. Students can decide to volunteer within a group or individually. The assignment requires a one-page essay.
- Quizzes and Exams: Students will be tested on their knowledge gained from lectures and other classroom activities

Through RAMS and SFSU joint efforts & innovation and existing resources, support services include:

- Individual Support & Advising/Counseling: Program Coordinator serves as *advisor* to students, focusing on overall well-being (psychological & academic). S/he will regularly meet with each student and, as needed, coordinate for community support (e.g. mentorship).
- Cohort Support & Counseling: Coordinator plans two social networking activities per semester and other structured activities designed to facilitate cohort cohesiveness amongst students/faculty.

City Fiscal Year (CBHS only):

Funding Source (AIDS Office & CHPP only):

- Program Completion Incentive: Financial incentives to all participants completing the program, which further supports students with financial assistance and serves as motivation. The incentives are *estimated up to \$250 per student*.
- Educational Materials Scholarship: RAMS/SFSU offers *financial assistance* to all students for books, which addresses resource barriers & increases program accessibility. This is *estimated at up to \$50 per student*, and is in addition to the program completion incentive.
- Child care: SFSU's Associated Students provides child care to ages six months to five years old; Early Childhood Education Center fees are based on a sliding scale.
- Accessibility: SFSU's Disability Programs and Resource Center provides the University with resources, education, and direct services to people with disabilities (e.g. computers with adaptive software & hardware, assistive listening devices, notetaking services).
- Psychological Counseling: SFSU's Counseling and Psychological Services has bilingual, licensed mental health professionals and graduate interns, trained to work with SFSU's multicultural student body, providing individual, couple & group counseling, consultation and outreach, and prevention programs as well as make referrals to the community.
- Career Counseling: SFSU College of Health & Human Services Student Resource Center is a student-operated center providing career counseling & support and technical support about transitioning to a four-year college or university, the Mental Health Certificate Program, other human services/rehabilitation certificate programs.
- Job Placement & Support: Program Coordinator organizes, based on the job club model, networking events/opportunities for students & employers. Upon graduation, the Coordinator provides support & coaching into the workforce and connects participants to additional resources (e.g. Department of Rehabilitation). SFSU Career Counseling facilitates career planning, job preparation, and job placement assistance (up to three months after graduation); RAMS Hire-Ability Vocational Services program can also provide support for job placements.

D. Describe your program's exit criteria and process, e.g. successful completion, step-down process to less intensive treatment programs, aftercare, discharge planning.

Exit criteria include successful completion of all coursework related to the Peer Specialist Mental Health Certificate Program as well as maintaining regular attendance. The Course Syllabus further details to students the grading structure; all students must achieve a score of 75% in order to receive a Certificate of Completion. As described via support services, there is support for students/graduates for career planning and job placement, post graduation.

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 CBHS Appendix B.



City Fiscal Year (CBHS only):

Funding Source (AIDS Office & CHPP only):

## 7. Objectives and Measurements

A: CBHS Performance/Outcome Objectives FY 2010-11. These will be evidenced by Program reports and records.

### *Objective E.1: Prevention*

**E.1.f.** Prevention and Early Intervention (PEI) and Workforce Development, Education and Training (WDET) providers will work with MHSA and Contract Development and Technical Assistance staff to develop three outcomes objectives for their programs. One of the objectives should address community member/client satisfaction with program services.

### *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.

SFDPH 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 2011-12*

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

SFDPH System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new client surveys 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.

SFDPH 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.

City Fiscal Year (CBHS only):

Funding Source (AIDS Office & CHPP only):

#### B. Other Measurable Objectives:

To further support program goals, RAMS conducts various strategies and maintains the following objectives for FY 2010-11:

- At least 30 students will enroll in the program
- At least 20 students will successfully complete the program
- Upon course completion, 75% of student will indicate increased knowledge of behavioral/mental health topics
- Upon course completion, 80% of students will indicate satisfaction with certificate program
- Within six months of graduation, at least 75% who complete the course be will be placed into behavioral/mental health employment or volunteer positions/activities (e.g. direct services, advocacy) and/or achieve career advancement (e.g. promotions, changes in rank, or increase in job responsibilities) in current position (in behavioral/mental health system of care) and/or pursue further education in the counseling/social work disciplines
- At 6-month post graduation evaluation, at least 75% of graduates who are engaged in direct services work or pursuit of educational advancement, will express that the knowledge & skills gained from the certificate program are beneficial/highly beneficial to their work or education
- At 6-month post graduation evaluation, at least 65% of graduates who are direct service providers will indicated that they serve identified cultural minorities specifically: African Americans, Asian & Pacific Islanders, Latinos/as, Native Americans, and Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQQ) individuals in order to increase language and cultural capacity within the behavioral mental health system

Additional process objectives include:

- Hold at least four Advisory Committee Meetings as evidenced by meeting minutes and notes
- Engage in at least four outreach activities/events promoting the program, particularly in outreaching to target population communities
- Certificate Program Coordinator to serve on Community Advisory Board for City College of San Francisco Mental Health Certificate Program, in order to further streamline and collaborate efforts in participant recruitment, program promotions, etc.
- Conduct at least one program/course evaluation activity per cohort (course evaluation – written and/or focus group) to review student satisfaction and recommendations; based on feedback and feasibility, RAMS may make course structure/curriculum adjustments accordingly

All data collection method includes student self-report surveys, meeting minutes & notes, and evaluation tools/surveys.

#### 8. Continuous Quality Improvement

RAMS believes that Continuous Quality Improvement (CQI) "is a journey, not a destination" such that the manner in which the Peer Specialist Certificate Program is administered is continuously improved upon from one stage to another. There is no static, unchangeable aspect of the program, from a CQI perspective. RAMS and SFSU's CQI principles include (a) placing the highest value on participants as

City Fiscal Year (CBHS only):

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best judges of quality; (b) using qualitative and quantitative data as the basis for analysis and change; and (c) empowering consumers and all staff to analyze and improve course content, its delivery, as well as administrative procedure.

The main goals of CQI are to determine (a) whether participants' expectations of the Peer Specialist Certificate Program are consistent with the established curriculum, (b) the extent to which participants benefited from the 12-week program, and (c) areas for improvement for the 12-week program. CQI processes may include conducting qualitative in-depth interviews with participants to acquire their first-person narratives about their expectations (prior to the program) and their experiences (after the program). These interviews may be conducted at the end of each 12-week course.

The main goals of the program evaluation are to quantitatively determine whether the 12-week Peer Specialist course achieves the outcomes of (a) academic / vocational preparation for unlicensed direct services, (b), a greater degree of vocational efficacy, confidence, and vocational clarity, and (c) preparation for a higher education learning environment. Program evaluation assessments are after the 12-week program, and with student consent, a 6-month follow up (after the 12-week program) is conducted with participants (who provide consent) to determine whether intermediate-term effects were achieved. Other tools that may be utilized to measure outcomes include, but are not limited to: California Brief Multicultural Competence Scale; Mental Health Recovery Measure; Work Personality Profile-Self-Report; and/or World Health Organization Quality of Life-Bref.

Furthermore, on a regularly scheduled basis, all RAMS Program Directors/Coordinators are required to present their program & services and its status/progress to the RAMS Quality Council chaired by the RAMS Operations Manager, which its membership consists of an administrator, a director, clinical supervisor, consumer, and a direct service provider within the agency as-a-whole. The recommendations from the Quality Council are to be implemented and the Program Director/Coordinator is to report back to the Council as to the progress. In addition, although regularly reviewed, every program & its services are presented in its entirety to the RAMS Board of Directors.

The CQI activities are aimed to enhance, improve, and monitor the quality of services delivered. RAMS assures that the CQI activities are in compliance with the Health Commission, Local, State, Federal and/or Funding Source policies and requirements including PURQC guidelines, Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction. Additionally, the billing practices and protocols are monitored and evaluated in order to ensure compliance with standards.



**Appendix B**  
**Calculation of Charges**

**I. Method of Payment**

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Prop 63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of

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

**2. Program Budgets and Final Invoice**

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

Budget Summary

Appendix B-1 Adult/Older Adult Outpatient Services Program

Appendix B-2 Hire-Ability Vocational Services – Employee Development program

Appendix B-3 Broderick Street Adult Residential Program

Appendix B-4 Peer Specialist Mental Health Certificate Program

**B. COMPENSATION**

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Fourteen Million Five Hundred Four Thousand Four Hundred Fifty Nine Dollars (\$14,504,459) for the period of July 1, 2010 through December 31, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, \$1,554,049 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

July 1, 2010 through December 31, 2010 (Encumbered under BPHM065000007)	\$1,383,519	Total: FY10/11 Amount
January 1, 2011 through June 30, 2011	\$1,206,563	\$2,590,082
July 1, 2011 through June 30, 2012	\$2,590,082	
July 1, 2012 through June 30, 2013	\$2,590,082	
July 1, 2013 through June 30, 2014	\$2,590,082	
July 1, 2014 through June 30, 2015	\$2,590,082	
June 30, 2015 through December 31, 2015	To be Determined	
<b>July 1, 2010 through December 31, 2015</b>	<b>G. Total</b>	<b>\$12,950,410</b>

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

**(4) CONTRACTOR further understands that, \$1,383,519 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM05000098 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM05000098 for the Fiscal Year 2010-11.**

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

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

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

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





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

CONTRACT TYPE - This contract is:							New <input checked="" type="checkbox"/>	Renewal	Modification
If modification, Effective Date of Mod.:				# of Mod:		VENDOR ID (DPH USE ONLY):			
LEGAL ENTITY NUMBER: 00343									
LEGAL ENTITY/CONTRACTOR NAME: Richmond Area Multi-Services, Inc. (RAMS)									
APPENDIX NUMBER	B-1 Adult OP 38943	B-2 Hire-Ability 3895VO & 38B6A2	B-3 Broderick St Residential 38948	B-4 Peer Specialist MH Certificate 3894IN			TOTAL		
PROVIDER NUMBER	3894	3894	3894	3894					
PROVIDER NAME:	RAMS	RAMS	RAMS	RAMS					
CBHS FUNDING TERM:	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 6/30/11					
<b>FUNDING USES:</b>									
SALARIES & EMPLOYEE BENEFITS	1,446,107	122,125	486,520	38,531			2,093,283		
OPERATING EXPENSE	142,957	24,304	9,310	42,719			219,290		
CAPITAL OUTLAY (COST \$5,000 AND OVER)	0						0		
<b>SUBTOTAL DIRECT COSTS</b>	<b>1,589,064</b>	<b>146,429</b>	<b>495,830</b>	<b>81,250</b>	<b>0</b>		<b>2,312,573</b>		
INDIRECT COST AMOUNT	190,688	17,571	59,500	9,750			277,509		
INDIRECT %	12%	12%	12%	12%	0%				
<b>TOTAL FUNDING USES:</b>	<b>1,779,752</b>	<b>164,000</b>	<b>555,330</b>	<b>91,000</b>	<b>0</b>		<b>2,590,082</b>		
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>									
<b>FEDERAL REVENUES - click below</b>									
SDMC Regular FFP (50%)	926,056		219,192				1,145,248		
ARRA SDMC FFP (11.59)	214,660		50,808				265,468		
<b>STATE REVENUES - click below</b>									
MHSA				75,000			75,000		
<b>GRANTS - click below</b>									
Please enter other funding source here if not in pull down									
<b>PRIOR YEAR ROLL OVER - click below</b>									
MHSA				16,000			16,000		
<b>WORK ORDERS - click below</b>									
Please enter other funding source here if not in pull down									
<b>3RD PARTY PAYOR REVENUES - click below</b>									
MediCare	101,201						101,201		
Please enter other funding source here if not in pull down									
<b>REALIGNMENT FUNDS</b>	<b>315,582</b>	<b>74,193</b>	<b>133,809</b>				<b>523,584</b>		
COUNTY GENERAL FUND	222,253	89,807	151,521				463,581		
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>1,779,752</b>	<b>164,000</b>	<b>555,330</b>	<b>91,000</b>	<b>-</b>		<b>2,590,082</b>		
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>									
<b>FEDERAL REVENUES - click below</b>									
<b>STATE REVENUES - click below</b>									
<b>GRANTS/PROJECTS - click below</b>									
Please enter other funding source here if not in pull down									
<b>WORK ORDERS - click below</b>									
Please enter other funding source here if not in pull down									
<b>3RD PARTY PAYOR REVENUES - click below</b>									
Please enter other funding source here if not in pull down									
COUNTY GENERAL FUND									
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>		
<b>TOTAL DPH REVENUES</b>	<b>1,779,752</b>	<b>164,000</b>	<b>555,330</b>	<b>91,000</b>	<b>0</b>		<b>2,590,082</b>		
<b>NON-DPH REVENUES - click below</b>									
Please enter other funding source here if not in pull down									
<b>TOTAL NON-DPH REVENUES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>		
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>1,779,752</b>	<b>164,000</b>	<b>555,330</b>	<b>91,000</b>	<b>-</b>		<b>2,590,082</b>		

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

FISCAL YEAR:	10-11				APPENDIX #: B-1, Page 1	
LEGAL ENTITY NAME:	Richmond Area Multi-Services, Inc. (RAMS)				PROVIDER #: 3894	
PROVIDER NAME:	Richmond Area Multi-Services, Inc. (RAMS)					
REPORTING UNIT NAME:	Outpatient Adult Services	Outpatient Adult Services	Outpatient Adult Services	Outpatient Adult Services		
REPORTING UNIT:	38943	38943	38943	38943		
MODE OF SVCS / SERVICE FUNCTION CODE:	15/01-09	15/10-59	15/60-69	15/70-79		
SERVICE DESCRIPTION:	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention OP	#N/A	TOTAL
CBHS FUNDING TERM:	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 6/30/11		
<b>FUNDING USES:</b>						
SALARIES & EMPLOYEE BENEFITS	197,948	852,550	377,866	17,743		1,446,107
OPERATING EXPENSE	19,568	84,280	37,354	1,755		142,957
CAPITAL OUTLAY (COST \$5,000 AND OVER)	0	0	0	0		0
<b>SUBTOTAL DIRECT COSTS</b>	<b>217,516</b>	<b>936,830</b>	<b>415,220</b>	<b>19,498</b>	<b>0</b>	<b>1,589,064</b>
INDIRECT COST AMOUNT	26,102	112,420	49,826	2,340		190,688
<b>TOTAL FUNDING USES:</b>	<b>243,618</b>	<b>1,049,250</b>	<b>465,046</b>	<b>21,838</b>	<b>0</b>	<b>1,779,752</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	126,762	545,955	241,977	11,362		926,056
ARRA SDMC FFP (11.59)	29,383	126,552	56,090	2,635		214,660
STATE REVENUES - click below						
GRANTS - click below CFDA #:						
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
MediCare	13,852	59,663	26,444	1,242		101,201
Please enter other here if not in pull down						
REALIGNMENT FUNDS	43198	186,051	82,461	3,872		315,582
COUNTY GENERAL FUND	30,423,000	131,029,000	58,074	2,727		222,253
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>243,618</b>	<b>1,049,250</b>	<b>465,046</b>	<b>21,838</b>		<b>1,779,752</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below CFDA #:						
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
<b>TOTAL DPH REVENUES</b>	<b>243,618</b>	<b>1,049,250</b>	<b>465,046</b>	<b>21,838</b>		<b>1,779,752</b>
NON-DPH REVENUES - click below						
<b>TOTAL NON-DPH REVENUES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>243,618</b>	<b>1,049,250</b>	<b>465,046</b>	<b>21,838</b>		<b>1,779,752</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>						
UNITS OF SERVICE <sup>1</sup>						
UNITS OF TIME <sup>2</sup>						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	2.02	2.61	4.82	3.88	0.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	2.02	2.61	4.82	3.88	0.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	2.02	2.61	4.82	3.88		
UNDUPLICATED CLIENTS	1200	Included	Included	Included		

<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

APPENDIX #: B-1, Page 2  
 Document Date: 10/12/10

Provider Number (same as line 7 on DPH 1): 3894  
 Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Director of Adult/Older Adult Outpatient Services	1.00	\$ 80,000.00	1.00	80,000								
Medical Director	0.50	\$ 78,000.00	0.50	78,000								
Psychiatrist	1.15	\$ 194,480.00	1.15	194,480								
Nurse Practitioner/Registered Nurse	0.79	\$ 92,902.00	0.79	92,902								
Behavioral Health Counselor/Worker	14.50	\$ 586,293.00	14.50	586,293								
Peer Counselor	0.20	\$ 5,824.00	0.20	5,824								
Intake Coordinator/Office Manager	0.50	\$ 21,632.00	0.50	21,632								
Program Support Analyst/Assistant	2.74	\$ 94,084.00	2.74	94,084								
Housekeeper/Janitor	0.50	\$ 13,000.00	0.50	13,000								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
<b>TOTALS</b>	<b>21.88</b>	<b>\$1,166,215</b>	<b>21.88</b>	<b>\$1,166,215</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>

EMPLOYEE FRINGE BENEFITS      24%       24%       #DIV/0!       #DIV/0!       #DIV/0!       #DIV/0!

**TOTAL SALARIES & BENEFITS**

DPH 4: Operating Expenses Detail

APPENDIX #: B-1, Page 3  
 Document Date: 10/12/10

Provider Number (same as line 7 on DPH 1): 3894  
 Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	7/1/10-6/30/11	7/1/10-6/30/11	Term: _____	Term: _____	Term: _____	Term: _____
Rental of Property	\$ 82,284.00	82,284				
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 16,602.00	16,602				
Office Supplies, Postage	\$ 8,400.00	8,400				
Building Maintenance Supplies and Repair	\$ 10,800.00	10,800				
Printing and Reproduction	\$ 767.00	767				
Insurance	\$ 10,254.00	10,254				
Staff Training	\$ 2,500.00	2,500				
Staff Travel-(Local & Out of Town)	\$ 350.00	350				
Rental of Equipment	\$ 4,257.00	4,257				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	\$ -					
	\$ -					
	\$ -					
	\$ -					
	\$ -					
	\$ -					
OTHER	\$ -					
Recruitment	\$ 150.00	150				
Payroll Processing	\$ 4,745.00	4,745				
Client-Related Expenses	\$ 1,848.00	1,848				
	\$ -					
	\$ -					
<b>TOTAL OPERATING EXPENSE</b>	<b>\$142,957</b>	<b>\$142,957</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

FISCAL YEAR:	10-11		APPENIDX #: B-2, Page 1			
LEGAL ENTITY NAME:	Richmond Area Multi-Services, Inc. (RAMS)		PROVIDER #: 3894			
PROVIDER NAME:	Richmond Area Multi-Services, Inc. (RAMS)					
REPORTING UNIT NAME:	Employee Development Program	Ability				
REPORTING UNIT:	3895VO	38B6A2				
MODE OF SVCS / SERVICE FUNCTION CODE:	10/30-39	10/30-39				
SERVICE DESCRIPTION:	Vocational	Vocational	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	7/1/10 - 6/30/11	7/1/10 - 6/30/11				
<b>FUNDING USES:</b>						
SALARIES & EMPLOYEE BENEFITS	81,357	40,768				122,125
OPERATING EXPENSE	16,191	8,113				24,304
CAPITAL OUTLAY (COST \$5,000 AND OVER)	0	0				0
<b>SUBTOTAL DIRECT COSTS</b>	<b>97,548</b>	<b>48,881</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>146,429</b>
INDIRECT COST AMOUNT	11,706	5,865				17,571
<b>TOTAL FUNDING USES:</b>	<b>109,254</b>	<b>54,746</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>164,000</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS - click below	CFDA #:					
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
REALIGNMENT FUNDS	49426	24,767				74,193
COUNTY GENERAL FUND	59828	29979				89,807
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>109,254</b>	<b>54,746</b>				<b>164,000</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below	CFDA #:					
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
<b>TOTAL DPH REVENUES</b>	<b>109,254</b>	<b>54,746</b>				<b>164,000</b>
NON-DPH REVENUES - click below						
<b>TOTAL NON-DPH REVENUES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>109,254</b>	<b>54,746</b>				<b>164,000</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>						
UNITS OF SERVICE <sup>1</sup>	1,561	570				
UNITS OF TIME <sup>2</sup>						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	70.00	96.00	0.00	0.00	0.00	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	70.00	96.00	0.00	0.00	0.00	
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)	70.00	96.00				
UNDUPLICATED CLIENTS	35	15				

<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): 3894  
 Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

APPENDIX #: B-2, Page 2  
 Document Date: 10/12/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Director of Vocational Services	0.05	\$ 3,500.00	0.05	3,500								
Employee Development Coordinator	0.20	\$ 10,000.00	0.20	10,000								
Intake Coordinator	0.20	\$ 7,412.00	0.20	7,412								
Vocational Rehabilitation Counselor	1.00	\$ 37,500.00	1.00	37,500								
Peer Vocational Rehabilitation Assistant	0.45	\$ 10,324.00	0.45	10,324								
Admin Coordinator/Assistant	0.13	\$ 4,383.00	0.13	4,383								
Voc Rehab Counselor/IT Trainer	0.70	\$ 25,369.00	0.70	25,369								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
TOTALS	2.73	\$98,488	2.73	\$98,488	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 24% \$23,637 24% \$23,637 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$122,125 \$122,125 \$0 \$0 \$0 \$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-2, Page 3  
 Document Date: 10/12/10

Provider Number (same as line 7 on DPH 1): 3894  
 Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
7/1/10-6/30/11	7/1/10-6/30/11	Term:	Term:	Term:	Term:
Rental of Property	\$ 13,053.00	13,053			
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 5,585.00	5,585			
Office Supplies, Postage	\$ 1,080.00	1,080			
Building Maintenance Supplies and Repair	\$ 1,412.00	1,412			
Printing and Reproduction	\$ 622.00	622			
Insurance	\$ 980.00	980			
Staff Training	\$ 200.00	200			
Staff Travel-(Local & Out of Town)	\$ 630.00	630			
Rental of Equipment	\$ -				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
OTHER	\$ -				
Recruitment	\$ 75.00	75			
Payroll Processing	\$ 317.00	317			
Client-Related Expenses-Food, Others/Misc.	\$ 350.00	350			
	\$ -				
	\$ -				
<b>TOTAL OPERATING EXPENSE</b>	<b>\$24,304</b>	<b>\$24,304</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

FISCAL YEAR:	10-11				APPENDIX #: B-3, Page 1	
LEGAL ENTITY NAME:	Richmond Area Multi-Services, Inc. (RAMS)				PROVIDER #: 3894	
PROVIDER NAME:	Richmond Area Multi-Services, Inc. (RAMS)					
REPORTING UNIT NAME:	Brodernick Street Residential Program	Brodernick Street Residential Program	Brodernick Street Residential Program	Brodernick Street Residential Program		
REPORTING UNIT:	38948	38948	38948	38948		
MODE OF SVCS / SERVICE FUNCTION CODE:	15/01-09	15/10-59	15/60-69	15/70-79		
SERVICE DESCRIPTION:	Case Mgt. Brokerage	MH Svcs	MEDICATION Support	Crisis Intervention OP	#N/A	TOTAL
CBHS FUNDING TERM:	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 6/30/11	7/1/10 - 6/30/11		
<b>FUNDING USES:</b>						
SALARIES & EMPLOYEE BENEFITS	82,066	120,271	296,147	8,046		486,520
OPERATING EXPENSE	1,187	2,302	5,667	154		9,310
CAPITAL OUTLAY (COST \$5,000 AND OVER)	0	0	0	0		0
<b>SUBTOTAL DIRECT COSTS</b>	<b>63,243</b>	<b>122,573</b>	<b>301,814</b>	<b>8,200</b>	<b>0</b>	<b>495,830</b>
INDIRECT COST AMOUNT	7,589	14,709	36,218	984		59,500
<b>TOTAL FUNDING USES:</b>	<b>70,832</b>	<b>137,282</b>	<b>338,032</b>	<b>9,184</b>	<b>0</b>	<b>555,330</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>						
<b>FEDERAL REVENUES - click below</b>						
SDMC Regular FFP (50%)	27,968	54,186	133,423	3,625		219,192
ARRA SDMC FFP (11.59)	6,461	12,560	30,927	840		50,808
<b>STATE REVENUES - click below</b>						
<b>GRANTS - click below</b>						
CFDA #:						
Please enter other here if not in pull down						
<b>PRIOR YEAR ROLL OVER - click below</b>						
<b>WORK ORDERS - click below</b>						
Please enter other here if not in pull down						
<b>3RD PARTY PAYOR REVENUES - click below</b>						
Please enter other here if not in pull down						
REALIGNMENT FUNDS	17067	33,079	81,450	2,213		133,809
COUNTY GENERAL FUND	19326	37457	92,232	2606		151,521
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>70,832</b>	<b>137,282</b>	<b>338,032</b>	<b>9,184</b>		<b>555,330</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>						
<b>FEDERAL REVENUES - click below</b>						
<b>STATE REVENUES - click below</b>						
<b>GRANTS/PROJECTS - click below</b>						
CFDA #:						
Please enter other here if not in pull down						
<b>WORK ORDERS - click below</b>						
Please enter other here if not in pull down						
<b>3RD PARTY PAYOR REVENUES - click below</b>						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
<b>TOTAL DPH REVENUES</b>	<b>70,832</b>	<b>137,282</b>	<b>338,032</b>	<b>9,184</b>		<b>555,330</b>
<b>NON-DPH REVENUES - click below</b>						
<b>TOTAL NON-DPH REVENUES</b>	0	0	0	0	0	0
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>70,832</b>	<b>137,282</b>	<b>338,032</b>	<b>9,184</b>		<b>555,330</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>						
UNITS OF SERVICE <sup>1</sup>						
UNITS OF TIME <sup>2</sup>	36,065	62,598	70,131	2,367		
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	2.02	2.61	4.82	3.88	0.00	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	2.02	2.61	4.82	3.88	0.00	
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)	2.02	2.61	4.82	3.88		
UNDUPLICATED CLIENTS	36	Included	Included	Included		

<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

APPENDIX #: B-3, Page 2  
 Document Date: 10/12/10

Provider Number (same as line 7 on DPH 1): 3894  
 Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1:		GRANT #2:		WORK ORDER #1:		WORK ORDER #2:	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Clinical Coordinator/Supervisor	1.00	\$ 55,000.00	1.00	55,000								
Clinical Nurse Manager	0.80	\$ 64,000.00	0.80	64,000								
Psychiatrist	0.15	\$ 28,080.00	0.15	28,080								
Nurse (RN/LVN)	2.00	\$ 133,392.00	2.00	133,392								
Behavioral Health Counselor/Worker	2.50	\$ 98,720.00	2.50	98,720								
Program Support Analyst/Assistant	0.35	\$ 13,163.00	0.35	13,163								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
TOTALS	6.80	\$392,355	6.80	\$392,355	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS 24% \$94,165 24% \$94,165 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$486,520 \$486,520 \$0 \$0 \$0 \$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-3, Page 3  
 Document Date: 10/12/10

Provider Number (same as line 7 on DPH 1): 3894  
 Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: <u>          </u> (grant title)	GRANT #2: <u>          </u> (grant title)	WORK ORDER #1: <u>          </u> (dept. name)	WORK ORDER #2: <u>          </u> (dept. name)
	PROPOSED TRANSACTION 7/1/10-6/30/11	PROPOSED TRANSACTION 7/1/10-6/30/11	PROPOSED TRANSACTION Term: <u>          </u>	PROPOSED TRANSACTION Term: <u>          </u>	PROPOSED TRANSACTION Term: <u>          </u>	PROPOSED TRANSACTION Term: <u>          </u>
Rental of Property	\$ 408.00	408				
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 81.00	81				
Office Supplies, Postage	\$ 1,476.00	1,476				
Building Maintenance Supplies and Repair	\$ 34.00	34				
Printing and Reproduction	\$ 50.00	50				
Insurance	\$ 3,027.00	3,027				
Staff Training	\$ 2,000.00	2,000				
Staff Travel-(Local & Out of Town)	\$ 690.00	690				
Rental of Equipment	\$ 24.00	24				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	\$ -					
	\$ -					
	\$ -					
	\$ -					
	\$ -					
	\$ -					
OTHER	\$ -					
Recruitment	\$ 75.00	75				
Payroll Processing	\$ 1,405.00	1,405				
Client-Related Expenses-Food, Others/Misc.	\$ 40.00	40				
	\$ -					
	\$ -					
<b>TOTAL OPERATING EXPENSE</b>	<b>\$9,310</b>	<b>\$9,310</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

FISCAL YEAR:	10-11	APPENDIX #:	B-4, Page 1
LEGAL ENTITY NAME:	Richmond Area Multi-Services, Inc. (RAMS)	PROVIDER #:	3894
PROVIDER NAME:	Richmond Area Multi-Services, Inc. (RAMS)		
REPORTING UNIT NAME:	Peer Specialist Mental Health Certificate		
REPORTING UNIT:	3894IN		
MODE OF SVCS / SERVICE FUNCTION CODE:	45/10-19		
SERVICE DESCRIPTION:	MH Promotion	#N/A	#N/A
CBHS FUNDING TERM:	7/1/10-6/30/11	#N/A	#N/A
<b>FUNDING USES:</b>			
SALARIES & EMPLOYEE BENEFITS:	38,531		38,531
OPERATING EXPENSE:	42,719		42,719
CAPITAL OUTLAY (COST \$5,000 AND OVER):	0		0
<b>SUBTOTAL DIRECT COSTS:</b>	<b>81,250</b>	<b>0</b>	<b>81,250</b>
INDIRECT COST AMOUNT:	9,750		9,750
<b>TOTAL FUNDING USES:</b>	<b>91,000</b>	<b>0</b>	<b>91,000</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES:</b>			
FEDERAL REVENUES - click below			
STATE REVENUES - click below			
MHSA	75,000		
GRANTS - click below			
CFDA #:			
Please enter other here if not in pull down			
PRIOR YEAR ROLL OVER - click below			
MHSA	16,000		16,000
WORK ORDERS - click below			
Please enter other here if not in pull down			
3RD PARTY PAYOR REVENUES - click below			
Please enter other here if not in pull down			
REALIGNMENT FUNDS			
COUNTY GENERAL FUND			
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES:</b>	<b>91,000</b>		<b>16,000</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>			
FEDERAL REVENUES - click below			
STATE REVENUES - click below			
GRANTS/PROJECTS - click below			
CFDA #:			
Please enter other here if not in pull down			
WORK ORDERS - click below			
Please enter other here if not in pull down			
3RD PARTY PAYOR REVENUES - click below			
Please enter other here if not in pull down			
COUNTY GENERAL FUND			
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>			
<b>TOTAL DPH REVENUES</b>	<b>91,000</b>		<b>16,000</b>
NON-DPH REVENUES - click below			
<b>TOTAL NON-DPH REVENUES</b>	0	0	0
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>91,000</b>		<b>16,000</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>			
UNITS OF SERVICE <sup>1</sup>	30		
UNITS OF TIME <sup>2</sup>			
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	CR	0.00	0.00
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	CR	0.00	0.00
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)			
UNDUPLICATED CLIENTS	30		

<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

APPENDIX #: B-4, Page 2  
 Document Date: 10/12/10

Provider Number (same as line 7 on DPH 1): 3894  
 Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER #1: (dept. name)		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term: 7/1/10-6/30/11		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term:	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Certificate Program Coordinator	0.40	\$ 20,000.00	0.40	20,000								
Administrative Assistant	0.40	\$ 10,825.00	0.40	10,825								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
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	0.00	\$ -										
<b>TOTALS</b>	<b>0.80</b>	<b>\$30,825</b>	<b>0.80</b>	<b>\$30,825</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>	<b>0.00</b>	<b>\$0</b>

EMPLOYEE FRINGE BENEFITS 25% \$7,706 25% \$7,706 #DIV/0! #DIV/0! #DIV/0! #DIV/0!

TOTAL SALARIES & BENEFITS \$38,531 \$38,531 \$0 \$0 \$0 \$0

DPH 4: Operating Expenses Detail

APPENDIX #: B-4, Page 3  
 Document Date: 10/12/10

Provider Number (same as line 7 on DPH 1): 3894  
 Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER #1: (dept. name)	WORK ORDER #2: (dept. name)
	PROPOSED TRANSACTION 7/1/10-6/30/11	PROPOSED TRANSACTION 7/1/10-6/30/11	PROPOSED TRANSACTION Term:	PROPOSED TRANSACTION Term:	PROPOSED TRANSACTION Term:	PROPOSED TRANSACTION Term:
Rental of Property	\$ 2,249.00	2,249				
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 611.00	611				
Office Supplies, Postage	\$ 1,350.00	1,350				
Building Maintenance Supplies and Repair	\$ 150.00	150				
Printing and Reproduction	\$ 1,500.00	1,500				
Insurance	\$ 159.00	159				
Staff Training	\$ 100.00	100				
Staff Travel-(Local & Out of Town)	\$ 700.00	700				
Rental of Equipment	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	\$ -					
San Francisco State University	\$ 24,300.00	24,300				
Guest Lecturers/Instructors	\$ 1,600.00	1,600				
	\$ -					
	\$ -					
	\$ -					
OTHER	\$ -					
Reference & Educational Materials	\$ 100.00	100				
Course Professional Development Activities	\$ 700.00	700				
Prog. Supplies - Student Prof Development Activities	\$ 1,200.00	1,200				
Prog. Supplies - CQI Activities (Evaluation)	\$ 500.00	500				
Student Incentives & Stipends	\$ 7,500.00	7,500				
<b>TOTAL OPERATING EXPENSE</b>	<b>\$42,719</b>	<b>\$42,719</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



## CBHS BUDGET JUSTIFICATION - Appendix B-1

Provider Number (same as line 7 on DPH 1): 3894

Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

DATE: 10/12/2010

Fiscal Year: 10-11

Salaries and Benefits	Salaries	FTE
<p>Director of Adult/Older Adult Outpatient Services - Oversees program service delivery, evaluation &amp; quality assurance, clinical training coordination, staff supervision, and attending to personnel matters.                      Minimum Qualifications: Master's/Doctorate Degree in mental health or related fields; current licensure as a Clinical Psychologist, LCSW, and/or LMFT; 3+ years of relevant experience.                      1.00 FTE x \$80,000 per year = \$80,000</p>	\$80,000	1.00
<p>Medical Director - Manages and provides psychiatric evaluation &amp; medication support services, ensures quality assurance, and supervises psychiatrists, nurse practitioner &amp; registered nurse.                      Minimum Qualifications: Medical Doctorate Degree from an accredited medical school; valid California Medical &amp; DEA licenses; experience in community mental health settings preferred.                      0.50 FTE x \$156,000 per year = \$78,000</p>	\$78,000	0.50
<p>Psychiatrist - Conducts psychiatric evaluations/assessments and medication evaluations and coordinates with patient and multidisciplinary care providers.                      Minimum Qualifications: Medical Doctorate Degree from an accredited medical school; valid California Medical &amp; DEA licenses; experience in community mental health setting preferred.                      1.15 FTE x \$169,113 per year = \$194,480</p>	\$194,480	1.15
<p>Nurse Practitioner - Conducts psychiatric evaluations/assessments and medication evaluations; attends to general primary care needs of clients (medication monitoring, administering injections, dispensing of medications, ordering meds/refills to the pharmacy, etc) and triages/coordinates medical care with other care/service providers.                      Minimum Qualifications: Nurse Practitioner Degree from an accredited nursing program; valid California Certificate of Nurse Practitioner &amp; DEA license.                      0.70 FTE x \$124,800 per year = \$87,360</p>	\$87,360	0.70
<p>Registered Nurse - Provides medication monitoring, administering injections, dispensing of medications, ordering meds from pharmacy, and phoning in refills to the pharmacy; coordinates with primary care providers, psychiatrists, counselors, case managers, etc.                      Minimum Qualifications: RN or LVN Degree; current California Registered Nurse license; at least one year of psychiatric nursing experience.                      0.0875 FTE x \$63,337 per year = \$5,542</p>	\$5,542	0.09

Behavioral Health Counselor/Worker (including Psychologist, Social Worker, Behavioral/Mental Health Clinician/Counselor/Worker) - Provides case management, individual, group, and/or family counseling &/or psychotherapy, clinical evaluation, and collateral therapy services. Minimum Qualifications: Varies – from at least a Bachelor's Degree to Doctorate Degree &/or Clinical Licensure. At least 1 year of experience providing services in a community behavioral health setting (salary dependent on qualifications & experience). 14.5 FTE x \$40,434 per year = \$586,293	\$586,293	14.50
Peer Counselor - Engages clients in consumer-driven activities (e.g. client council, feedback, and advocacy), facilitates support groups, and organizes cultural activities/supports. Minimum Qualifications: High School Diploma or equivalent degree; 3-5 years experience with the community behavioral health system; and 2 years of peer counseling experience or related experiences. 0.20 FTE x \$29,120 per year = \$5,824	\$5,824	0.20
Intake Coordinator/Office Manager - Coordinates intake process by scheduling assessments, conducting initial screening, and processing & maintaining documentation; Provides oversight & supervision to front office/administrative & facilities/housekeeping staff, maintains vendor files and records as well as office equipment, supplies, and systems. Minimum Qualifications: Bachelor's Degree; at least 1 year of supervisory experience in office setting, preferred. 0.50 FTE x \$43,264 per year = \$21,632	\$21,632	0.50
Program Support Analyst/Assistant (BIS/IT/Admin Analyst/Assistant/Administrative Assistant/Receptionist) - Manages client databases and assists in preparing productivity reports; answers phones and performs reception functions. Minimum Qualifications: High School Diploma or equivalent degree; 1 year administrative/office experience for the Administrative Assistant & Receptionist positions. 2.74 FTE x \$34,337 per year = \$94,084	\$94,084	2.74
Housekeeper/Janitor - Maintains a clean and healthy facility; performs repairs and maintenance; provides janitorial services. Minimum Qualifications: Experience in custodial cleaning for an office environment/setting. 0.5 FTE x \$26,000 per year = \$13,000	\$13,000	0.50

**TOTAL SALARIES** \$1,166,215

FICA, SUI, Health Insurance, Workers' Compensation, and PTO		
24% of Salaries	\$279,892	

**TOTAL BENEFITS** \$279,892

**TOTAL SALARIES & BENEFITS** 1,446,107

**Operating Expenses**

Formulas to be expressed with FTE's, square footage, or % of program within agency - not as

**Occupancy:**

Rent:

Rental of building



4,633 sq. ft. x 1.48 per sq. ft. x 12 months \$82,284

Utilities:

Electricity, gas, telephone, trash removal and water

Based on last year's usage, \$16,602 per year \$16,602

Building Maintenance:

Building repair and maintenance

Based on experience, \$900 per month \$10,800

Total Occupancy: \$109,686

**Materials and Supplies:**

Office Supplies:

Stationary, postage, software, or minor equipment

Based on experience, \$700 a month x 12 months \$8,400

Printing/Reproduction:

Copier supplies, business cards, and business related printing/copying

Based on last year's usage, \$767 per year \$767

Program/Medical Supplies:

Total Materials and Supplies: \$9,167

**General Operating:**

Insurance:

Property and liability insurance and Malpractice Insurance

Based on quoted premiums, \$10,254 per year \$10,254

Staff Training:

Training classes, conferences, meetings, and membership

Based on projection, \$2,500 per year \$2,500

Rental of Equipment:

Copier rental

\$4,257

Based on monthly payment, \$355 per month x 12 months

Total General Operating: \$17,011

**Staff Travel (Local & Out of Town):**

Staff mileage reimbursement

Based on experience, \$317 per year \$350

\$350

**Consultants/Subcontractors:**

Total Consultants/Subcontractors: \$0

**Other:**

Recruitment	\$150
Payroll Processing	\$4,745
Client-Related Expenses-Transportation, Group, Activities	\$1,848
-- Based on projection	

Total Other: \$6,743

**TOTAL OPERATING COSTS: \$142,957**

**CAPITAL EXPENDITURES:** *(If needed - A unit valued at \$5,000 or more)* \$0

**TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): 1,589,064**

**INDIRECT COSTS**

Administration, Accounting, Human Resources, BIS (12%)	190,688
<b>TOTAL INDIRECT COSTS:</b>	<b>190,688</b>

**CONTRACT TOTAL: 1,779,752**

## CBHS BUDGET JUSTIFICATION - Appendix B-2

Provider Number (same as line 7 on DPH 1): 3894

Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

DATE: 10/12/2010

Fiscal Year: 10-11

Salaries and Benefits	Salaries	FTE
<p>Director of Vocational Services - Oversees program service delivery, evaluation &amp; quality assurance, compliance to oversight agencies, training coordination, supervision of staff &amp; supervisors, and attending to personnel matters.</p> <p>Minimum Qualifications: Bachelor's Degree in Psychology or Social Work (Masters Degree, preferred); 3+ years of management experience in a community-based vocational rehabilitation &amp;/or behavioral healthcare services setting/sector; 5+ years of demonstrated experience in vocational counseling/rehabilitation.</p> <p>0.05 FTE x \$70,000 per year = \$3,500</p>	\$3,500	0.05
<p>Employee Development Coordinator - Provides management and supervision of the Employee Development program activities and staff (Vocational Rehabilitation Counselors, Peer Counselors), including the sheltered workshop, IT Training program, and related businesses for clients with mental health disabilities, with the goal of preparing them for job placement. The Coordinator facilitates the curriculum review process and assigns counselors with client cases.</p> <p>Minimum Qualifications: Bachelor's Degree in a Psychology or vocational related field; 2+ years of experience in vocational rehabilitation services delivery; has demonstrated knowledge &amp; understanding of Vocational Rehabilitation principles and behavioral health issues as related to maintaining employment in the community, cultural barriers towards employment of the underserved population, as well as business management and production.</p> <p>0.20 FTE x \$50,000 per year = \$10,000</p>	\$10,000	0.20
<p>Intake Coordinator - Conducts outreach, referral &amp; assessment, and admission of all new clients.</p> <p>Minimum Qualifications: Bachelor's Degree in Psychology, Social work, or Counseling; 1 year of experience in the mental health field in a community mental health setting, preferred.</p> <p>0.2 FTE x \$37,060 per year = \$7,412</p>	\$7,412	0.20
<p>Vocational Rehabilitation Counselor - Provides vocational support (individual/group) to consumers/trainees, develops &amp; monitors vocational plan, and maintains documentation for services provided.</p> <p>Minimum Qualifications: Bachelor's Degree in social services related field and relevant experience in serving similar populations.</p> <p>1.0 FTE x \$37,500 per year = \$37,500</p>	\$37,500	1.00
<p>Peer Vocational Rehabilitation Assistant - Engages clients in consumer-driven activities (e.g. client council, feedback, and advocacy), facilitate/co-facilitate groups, and organize outreach and cultural activities/supports.</p> <p>Minimum Qualifications: High School Diploma or equivalent degree; 3-5 years experience in a community behavioral health system.</p> <p>0.45 FTE x \$22,943 per year = \$10,324</p>	\$10,324	0.45

Administrative Coordinator/Assistant - Prepares and processes program-related paperwork and performs reception/telephone coverage. Minimum Qualifications: Coordinator -- AA Degree in office management or related field, highly preferred; 2 years of experience in office or clerical field; Assistant -- High School Diploma or equivalent degree; 1 year experience in office or clerical field. 0.125 FTE x \$35,064 per year = \$4,383	\$4,383	0.13
Vocational Rehab Counselor/IT Trainer - Trains and mentors a group of clients with mental health issues and/or behavioral health disorders in a classroom setting to obtain working knowledge of computers and gain information technology skills, for use in administrative, clerical and entry-level positions. Minimum Qualifications: Bachelor's Degree in Computer Science or related field very highly preferred (related equivalent experience may also be considered). 0.70 FTE x \$36,241 per year = \$25,369	\$25,369	0.70
<b>TOTAL SALARIES</b>	<b>\$98,488</b>	

FICA, SUI, Health Insurance, Workers' Compensation, and PTO		
24% of Salaries	\$23,637	
<b>TOTAL BENEFITS</b>	<b>\$23,637</b>	

**TOTAL SALARIES & BENEFITS    122,125**

**Operating Expenses**

**Formulas to be expressed with FTE's, square footage, or % of program within agency - not as Occupancy:**

Rent:

Rental of building

1,532 sq. ft. x 0.71 per sq. ft. x 12 months	\$13,053
--	----------

Utilities:

Electricity, gas, telephone, trash removal and water

Based on last year's usage, \$5,585 per year	\$5,585
--	---------

Building Maintenance:

Building repair and maintenance

Based on experience, \$1,412 per year	\$1,412
---------------------------------------	---------

**Total Occupancy:    \$20,050**

**Materials and Supplies:**

Office Supplies:

Stationary, postage, software, or minor equipment

Based on experience, \$90 a month x 12 months	\$1,080
---	---------

Printing/Reproduction:

Copier supplies, business cards, and business related printing/copying

Based on last year's usage, \$622 per year \$622

Program/Medical Supplies:

Total Materials and Supplies: \$1,702

**General Operating:**

Insurance:

Property and liability insurance and Malpractice Insurance

Based on quoted premiums, \$980 per year \$980

Staff Training:

Training classes, conferences, meetings, and membership

Based on last year's costs, \$290 per year \$200

Rental of Equipment:

Total General Operating: \$1,180

**Staff Travel (Local & Out of Town):**

Staff mileage reimbursement

Based on experience, \$630 per year \$630

\$630

**Consultants/Subcontractors:**

Total Consultants/Subcontractors: \$0

**Other:**

Recruitment \$75

Payroll Processing \$317

Client-Related Expenses-Food, Others/Misc. \$350

-- Based on projection

Total Other: \$742

**TOTAL OPERATING COSTS: \$24,304**

**CAPITAL EXPENDITURES: (If needed - A unit valued at \$5,000 or more) \$0**

**TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): 146,429**

**INDIRECT COSTS**

Administration, Accounting, Human Resources, BIS (12%) 17,571

TOTAL INDIRECT COSTS:	17,571
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CONTRACT TOTAL:	164,000
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### CBHS BUDGET JUSTIFICATION - Appendix B-3

Provider Number (same as line 7 on DPH 1): 3894

Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

DATE: 10/12/2010

Fiscal Year: 10-11

Salaries and Benefits	Salaries	FTE
<p>Clinical Coordinator/Supervisor - Provides administrative support, clinical leadership, educational training, and supervision to the clinical staff/trainees and provides &amp; monitors the quality of culturally competent treatment services and the therapeutic-milieu ensuring compliance to clinical care standards (e.g. RAMS, SFDPH) and documentation &amp; record keeping standards.</p> <p>Minimum Qualifications: Master's/Doctorate Degree in Psychology, Marriage &amp; Family Therapy, Counseling, Social Work, or other related disciplines; valid clinical licensure in California (i.e., Clinical Psychologist, MFT, LCSW); eligibility to provide clinical supervision; 1 year experience in a supervisory role; 2 years of experience working with seriously mental ill consumers.</p> <p>1.00 FTE x \$55,000 per year = \$55,000</p>	\$55,000	1.00
<p>Clinical Nurse Manager - Provides direct services and supervision &amp; oversight to nursing staff and oversees quality of nursing &amp; medical support services, ensuring proper standards of care to clients, and compliance with clinical care standards (e.g. RAMS, SFDPH) and documentation &amp; record keeping regulations.</p> <p>Minimum Qualifications: Current California Registered Nurse license; at least 1 year providing psychiatric nursing &amp; acute care experience required.</p> <p>0.80 FTE x \$80,000 per year = \$64,000</p>	\$64,000	0.80
<p>Psychiatrist: Provides psychiatric evaluation &amp; medication support services, ensures quality assurance, and supervises psychiatrists, nurse practitioner &amp; registered nurse.</p> <p>Minimum Qualifications: Medical Doctorate Degree and completion of residency training in Psychiatry; valid California Medical &amp; DEA licenses, and current Board Certification or eligibility in Psychiatry; demonstrated clinical experience in working with seriously mentally ill and medically complex population; experience working with patients in community mental health and residential settings strongly preferred.</p> <p>0.15 FTE x \$187,200 per year = \$28,080</p>	\$28,080	0.15
<p>Nurse (RN/LVN) - Provides direct medication dissemination and education services to the consumers as well as symptom &amp; medical monitoring and medical case management as needed and documentation.</p> <p>Minimum Qualifications: RN or LVN Degree; current California Registered Nurse license; at least one year psychiatric nursing experience.</p> <p>2.0 FTE x \$66,696 per year = \$133,392</p>	\$133,392	2.00

Behavioral Health Counselor/Worker (including Psychologist, Social Worker, Behavioral/Mental Health Clinician/Counselor/Worker) - Are primarily responsible for providing direct services (individual, group counseling; case management/brokerage; crisis management; activities facilitation; milieu support) delivering the aforementioned outreach, engagement, and retention strategies. Minimum Qualifications: Varies -- from at least a Bachelor's Degree to Doctorate Degree &/or Clinical Licensure. At least one year of experience providing services in a community behavioral health setting (salary dependent on qualifications & experience). 2.50 FTE x \$39,488 per year = \$98,720	\$98,720	2.50
Program Support Analyst/Assistant (BIS/IT/Admin Analyst/Assistant/Administrative Assistant) - Manages client databases and assists in preparing productivity reports. Minimum Qualifications: High School Diploma or equivalent degree; experience with database management & maintenance, database queries & reports, MS Excel, MS Access, and FileMaker Pro, highly preferred. 0.35 FTE x \$37,609 per year = \$13,163	\$13,163	0.35
<b>TOTAL SALARIES</b>	<b>\$392,355</b>	

FICA, SUI, Health Insurance, Workers' Compensation, and PTO		
24% of Salaries	\$94,165	
<b>TOTAL BENEFITS</b>	<b>\$94,165</b>	

**TOTAL SALARIES & BENEFITS      486,520**

**Operating Expenses**

**Formulas to be expressed with FTE's, square footage, or % of program within agency - not as Occupancy:**

Rent:

Rental of building - BIS Office Allocation

23 sq. ft. x 1.48 per sq. ft. x 12 months \$408

Utilities:

Electricity, gas, telephone, trash removal and water

Based on last year's usage, \$81 per year \$81

Building Maintenance:

Building repair and maintenance

Based on experience, \$34 per year \$34

**Total Occupancy:      \$523**

**Materials and Supplies:**

Office Supplies:

Stationary, postage, software, or minor equipment

Based on experience, \$123 a month x 12 months \$1,476



<u>Printing/Reproduction:</u>	
Copier supplies, business cards, and business related printing/copying	
Based on last year's usage, \$50 per year	\$50

<u>Program/Medical Supplies:</u>	
<b>Total Materials and Supplies: \$1,526</b>	

<b>General Operating:</b>	
<u>Insurance:</u>	
Property and liability insurance and Malpractice Insurance	
Based on quoted premiums, \$3,027 per year	\$3,027

<u>Staff Training:</u>	
Training classes, conferences, meetings, and membership	
Based on projected costs, \$2,000 per year	\$2,000

<u>Rental of Equipment:</u>	
Copier Rental	
Based on last year's costs	\$24

**Total General Operating: \$5,051**

<b><u>Staff Travel (Local &amp; Out of Town):</u></b>	
Staff mileage reimbursement	
Based on experience, \$690 per year	\$690
<b>\$690</b>	

<b><u>Consultants/Subcontractors:</u></b>	
<b>Total Consultants/Subcontractors: \$0</b>	

<b><u>Other:</u></b>	
Recruitment	\$75
Payroll Processing	\$1,405
Client-Related Expenses-Food, Others/Misc.	\$40
-- Based on projection	

**Total Other: \$1,520**

**TOTAL OPERATING COSTS: \$9,310**

**CAPITAL EXPENDITURES: (If needed - A unit valued at \$5,000 or more) \$0**

<b>TOTAL DIRECT COSTS (Salaries &amp; Benefits plus Operating Costs):</b>	<b>495,830</b>
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**INDIRECT COSTS**

Administration, Accounting, Human Resources, BIS (12%) **59,500**

**TOTAL INDIRECT COSTS: 59,500**

**CONTRACT TOTAL: 555,330**

## CBHS BUDGET JUSTIFICATION - Appendix B-4

Provider Number (same as line 7 on DPH 1): 3894

Provider Name (same as line 8 on DPH 1): Richmond Area Multi-Services, Inc. (RAMS)

DATE: 10/12/2010

Fiscal Year: 10-11

Salaries and Benefits	Salaries	FTE
Certificate Program Coordinator - Assists in development and implementation of Peer Specialist Mental Health Certificate Program, engages in outreach and provides support to & advises/counsels students. Minimum Qualifications: Bachelor's Degree in Psychology, Social Work, Counseling, or related field; 2+ years of experience in vocational rehabilitation services delivery; 1+ year of project management/coordination experience; 2+ years of experience working, coordinating services, and/or providing direct mental/behavioral health services in a community-based behavioral health setting. 0.40 FTE x \$50,000 per year = \$20,000	\$20,000	0.40
Administrative Assistant - Assists Program Coordinator with various tasks, events/projects, and reports as requested, and provides administrative support such as filing & recordkeeping/organization, and database entry/management. Minimum Qualifications: High School Diploma or equivalent degree. 0.40 FTE x \$27,063 per year = \$10,825	\$10,825	0.40
<b>TOTAL SALARIES</b>	<b>\$30,825</b>	
FICA, SUI, Health Insurance, Workers' Compensation, and PTO		
25% of Salaries	\$7,706	
<b>TOTAL BENEFITS</b>	<b>\$7,706</b>	

**TOTAL SALARIES & BENEFITS      38,531**

**Operating Expenses**

Formulas to be expressed with FTE's, square footage, or % of program within agency - not as Occupancy:

Rent:

Rental of building

264 sq. ft. x 0.71 per sq. ft. x 12 months	\$2,249
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Utilities:

Electricity, gas, telephone, trash removal and water

Based on latest projection	\$611
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Building Maintenance:

Building repair and maintenance

Based on latest projection \$150

Total Occupancy: \$3,010

**Materials and Supplies:**

Office Supplies:

Stationary, postage, software, or minor equipment

Based on latest projection \$1,350

Printing/Reproduction:

Copier supplies, business cards, and business related printing/copying

Based on latest projection \$1,500

Program/Medical Supplies:

Total Materials and Supplies: \$2,850

**General Operating:**

Insurance:

Property and liability insurance and Malpractice Insurance

Based on quoted premiums, \$159 per year \$159

Staff Training:

Training classes, conferences, meetings, and membership

Based on latest projection \$100

Rental of Equipment:

Total General Operating: \$259

**Staff Travel (Local & Out of Town):**

Staff mileage reimbursement

Based on latest projection \$700

\$700

**Consultants/Subcontractors:**

San Francisco State University \$24,300

Guest Lecturers/Instructors \$1,600

Total Consultants/Subcontractors: \$25,900

**Other:**

Reference & Educational Materials \$100

Course Professional Development Activities \$700

Prog. Supplies - Student Prof Development Activities \$1,200

Prog. Supplies - CQI Activities (Evaluation)	\$500
Student Incentives & Stipends	\$7,500

Total Other: \$10,000

**TOTAL OPERATING COSTS: \$42,719**

**CAPITAL EXPENDITURES:** *(If needed - A unit valued at \$5,000 or more)* \$0

<b>TOTAL DIRECT COSTS (Salaries &amp; Benefits plus Operating Costs):</b>	<b>81,250</b>
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**INDIRECT COSTS**

Administration, Accounting, Human Resources, BIS (12%)	9,750
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<b>TOTAL INDIRECT COSTS:</b>	<b>9,750</b>
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<b>CONTRACT TOTAL:</b>	<b>91,000</b>
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CBHSMODE

05/10-18

05/19

05/20-29

05/30-34

05/35

05/36-39

05/40-49

05/50-59

05/60-64

05/65-79

05/80-84

05/85-89

05/90-94

10/20-24

10/25-29

10/30-39

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10/95-99

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15/10-59

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15/60-69

15/70-79

45/10-19

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Supt-01

Supt-02

Supt-03

Supt-04

Supt-05

Supt-06

Supt-09

PriPrev-12

PriPrev-13

PriPrev-14

PriPrev-15

PriPrev-16

PriPrev-17

SecPrev-18  
SecPrev-19  
SecPrev-20  
SecPrev-21  
Nonres-30  
Nonres-32  
Nonres-33  
Nonres-34  
Nonres-35  
NTP-41  
NTP-42  
NTP-43  
NTP-44  
NTP-48  
Res-50  
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Res-53  
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Res-56  
Res-57  
Anc-22  
Anc-63  
Anc-64  
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Anc-82  
Anc-83  
Anc-84  
Anc-85  
Anc-87  
DUI-90

CBHSSERVEDESCRIPT

Hospital IP  
Hospital IP Admin Day  
PHF  
SNF Intensive  
IMD Basic No Patch  
IMD with Patch  
Adult Crisis Residential  
Jail IP  
Residential Other  
Adult Residential  
Semi-Sup Living  
Independent Living  
MH Rehab Ctrs  
Crisis Stab ER  
Crisis Stab Urgent Care  
Vocational  
Socialization  
SNF Augmentation  
Day Tx Intensive Half day  
Day Tx Intensive Full day  
Day Rehab Half day  
Day Rehab Full day  
Case Mgt Brokerage  
MH Svcs  
TBS  
Medication Support  
Crisis Intervention-OP  
MH Promotion  
Cmnty Client Svcs  
Conserv-Investigation  
Conserv-Adm  
Life Support-Bd&Care  
Case Mgt Support  
CS-Client Hsng Support Exp  
CS-Client Hsng Operating Exp  
CS-Client Flexible Support Exp  
Non-MediCal Capital Assets  
Other Non-MediCal Client Support Exp  
SA-Support QA's  
SA-Support Training  
SA-Support Prog Dev  
SA-Support Research/Eval  
SA-Support Planning/Coord/Need Assess  
SA-Support Start-Up Costs  
SA-Support Alteration/Renovation  
SA-PriPrevention Info Dissemination  
SA-PriPrevention Education  
SA-PriPrevention Alternatives  
SA-PriPrevention Problem Id's/Referrals  
SA-PriPrevention Cmnty Based  
SA-PriPrevention Environmental



SA-Sec Prev Early Intervention  
SA-Sec Prev Outreach  
SA-Sec Prev IDU or IVDU  
SA-Sec Prev Referrals/Screening/Intake  
SA-Nonresidntl IO Day Care Rehab  
SA-Nonresidntl Aftercare  
SA-Nonresidntl ODF Grp  
SA-Nonresidntl ODF Indv  
SA-Nonresidntl Interim Tx CalWORKS Only  
SA-Narcotic Tx Prog OP Meth Detox (OMD)  
SA-Narcotic Tx Prog IP Meth Detox  
SA-Narcotic Tx Prog Naltrexone  
SA-Narcotic Tx Prog Rehab/Amb Detox (other than Methadone)  
SA-Narcotic Tx Narc Replacement Therapy - All Svcs  
SA-Res Free Standing Res Detox  
SA-Res Recov Long Term (over 30 days)  
SA-Res Recov Short Term (up to 30 days)  
SA-Res Hospital IP Detox (24-Hr)  
SA-Res Hospital IP Residential (24-Hr)  
SA-Res Chemical Dependency Recov Hospital (CDRH)  
SA-Res Transitional Living Center (Perinatal/Parolee Only)  
SA-Res Alcohol Drug Housing (Perinatal/Parolee Only)  
SA-Ancillary Svcs Perinatal Outreach  
SA-Ancillary Svcs Cooperative Proj  
SA-Ancillary Svcs Vocational Rehab  
SA-Ancillary Svcs HIV Early Intervention  
SA-Ancillary Svcs TB Svcs  
SA-Ancillary Svcs Interim Svcs (within 48 hrs)  
SA-Ancillary Svcs Case Mgmt (Excluding SACPA clients)  
SA-Ancillary Svcs Primary Medical Care (Perinatal Only)  
SA-Ancillary Svcs Pediatric Medical Care (Perinatal Only)  
SA-Ancillary Svcs Transportaion (Perinatal/Parolee Only)  
SA-Ancillary Svcs SACPA Literacy Training  
SA-Ancillary Svcs SACPA Family Counseling  
SA-Ancillary Svcs SACPA Vocational Training  
SA-Ancillary Svcs SACPA Case Mgmt  
SA-Ancillary Svcs SACPA Other Svcs  
SA-Ancillary Svcs SACPA Testing  
Drug Court-Other Tx Related Svcs  
Driving Under the Influence

**MH****Federal Revenues:**

SDMC Regular FFP (50%)  
 ARRA SDMC FFP (11.59)  
 Healthy Families/Enhanced Children FFP(at 65%)  
 Refugee FFP (at 100%)

**State Revenues:**

CTF Fund (Cmmty Tx Facility)  
 EPSDT State Match  
 Family Mosaic Capitated Medi-Cal  
 IDEA Fund  
 MAA  
 MHSA  
 Managed Care  
 Minor Consent  
 SB90-HDS II (AB3632)

**Grants:**

SAMHSA  
 PATH  
 RWJ  
 Other Grants

**Prior Year Roll-Over**

SEP-SPECIAL ASSESSMENT PROGRAM  
 SB 163 - CH WRAP AROUND/FOSTER CARE  
 SB90 AB 3632  
 MH MANAGED CARE  
 MHSA  
 OTHERS

**Work Orders**

County Work Order Fund  
 City Attorney  
 District Atty  
 Dept of Children, Youth & Families  
 Fire Department  
 HSA (Human Svcs Agency)  
 Juvenile Probation  
 Mayor's Office  
 Police Dept  
 Sheriff Dept  
 First Five (SF Children & Family Commission)  
 CALWORKS

**3rd Party Payor Revenues:**

Insurance Fees  
 MediCare

**Other Revenues**

MH Conservatorship Adm Fees

**SA****Federal:**

SAPT Federal Discretionary  
 SAPT Primary Prevention  
 Adolescent Treatment Services  
 HIV Set-Aside  
 Federal Perinatl Set-Aside  
 SATTA SAPT Drug Testing  
 SATTA Additional Discretionary  
 Friday Nite Live  
 Perinatal Medi-Cal  
 Drug Medical

**State:**

State General Fund  
 BASN  
 State Perinatal (PTEP)  
 Women/Children Res. Tx

**General Fund:**

GF Match to CAL SGF  
 County Other

**Grants/Projects:**

Drug Court Partnership  
 CDCI Drug Court  
 Cal. Dept. of Corrections  
 SAMHSA  
 DOJ Second Chance  
 JAG OTP

**Work Orders:**

HSA Work Order/PAES/SSI Advoc  
 HSA FSET Work Order #10.561  
 HSA Differential Response Liaison  
 DCYF Work Order - Wellness Cer  
 Housing and Urban Health

Provider's Fund  
Patient/Client Fees  
Provider's Grants  
In-Kind  
Fund Raising  
Others



**Appendix C  
Insurance Waiver**

**RESERVED**

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**[Use as appropriate and only if an insurance waiver has been signed and granted by the Risk Manager.]**



**Appendix D  
Additional Terms**

**1. HIPAA**

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

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

**2. THIRD PARTY BENEFICIARIES**

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

**3. CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

**Use a version of this section if you want to have the right to approve in advance any materials developed or distributed under the Agreement:**

**4. MATERIALS REVIEW**

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





## Appendix E

### BUSINESS ASSOCIATE ADDENDUM

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

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#### RECITALS

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

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

#### 1. Definitions

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

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
  - h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.F. Parts 160 and 164, Subparts A and E.
  - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
  - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
  - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C.

Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c.* **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d.* **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]
- e.* **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.R.R. Section 164.308(b)].
- f.* **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g.* **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h.* **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected

Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- i.* **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.
- j.* **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k.* **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l.* **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m.* **Business Associate's Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible[45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### 4. **Limitation of Liability**

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

#### 5. **Disclaimer**

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

#### 6. **Certification**

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

#### 7. **Amendment**

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

- n. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other

CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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

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

#### **9. No Third-Party Beneficiaries**

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

#### **10. Effect on Contract**

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

#### **11. Interpretation**

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

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

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





**Appendix F**  
**Invoice**

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

Appendix F  
 PAGE: A

Control Number

Contractor: **Richmond District Area Multi-Services Inc**

Address: 3626 Balboa St., San Francisco, CA 94121

Tel No: (415) 668-5955  
 Fax No: (415) 668-0246

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M01 JL 0

CI Blanket No. BPHM: TBD

CI PO No: POHM: TBD

Fund Source: GF, ARRA, SDMC FFP, Medical

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

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

\*Unduplicated Counts for AIDS Use Only

DELIVERABLES Program Name/Reptg Unit Modality/Mode # - Svc Func (M+Owy)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
<b>B-1 Outpatient Adult Services RU# 38943</b>												
15/01 - 09 Case Management	120,603				\$ 2.02	\$ 0.000	0.00%				120,603,000	\$ 243,618.06
15/10 - 59 MH Svcs	402,011				\$ 2.61	\$ 0.000	0.00%				402,011,000	1,049,248.71
15/60 - 69 Medication Support	96,482				\$ 4.82	\$ 0.000	0.00%				96,482,000	465,043.24
15/70 - 79 Crisis Intervention-OP	5,628				\$ 3.88	\$ 0.000	0.00%				5,628,000	21,836.64
<b>B-2 Employee Development Program RU# 3895VO</b>												
10/30 - 39 Vocational	1,561				\$ 70.00	\$ 0.000	0.00%				1,561,000	109,270.00
<b>B-2 I-Ability RU# 38B6A2</b>												
10/30 - 39 Vocational	576				\$ 96.00	\$ 0.000	0.00%				570,000	54,720.00
<b>B-3 Broderick Street Residential Program RU# 38948</b>												
15/01 - 09 Case Management	35,065				\$ 2.02	\$ 0.000	0.00%				35,065,000	70,831.30
15/10 - 59 MH Svcs	52,598				\$ 2.61	\$ 0.000	0.00%				52,598,000	137,280.78
15/60 - 69 Medication Support	70,131				\$ 4.82	\$ 0.000	0.00%				70,131,000	338,031.42
15/70 - 79 Crisis Intervention-OP	2,367				\$ 3.88	\$ 0.000	0.00%				2,367,000	9,183.96
<b>TOTAL</b>	<b>787,016</b>		<b>0,000</b>					<b>0,000</b>	<b>0,00%</b>		<b>787,016,000</b>	<b>\$ 2,499,064.11</b>

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

NOTES:

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

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

Date: \_\_\_\_\_

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

DPH Authorization for Payment  
 \_\_\_\_\_  
 Authorized Signatory  
 \_\_\_\_\_  
 Date: 09/04/2009

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

Appendix F  
PAGE A

Control Number

\_\_\_\_\_

Contractor: Richmond Area Multi-Services Inc

Address: 3626 Balboa St., San Francisco, CA 94121

Tel No.: (415) 668-5955

Fax No.: (415) 668-0246

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M02 JL 0

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MHSA - Prop63

Invoice Period: July 2010

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

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

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-4 Peer Specialist MH Certificate RU# 3894IN</b>												
45/ 10 - 19 MH Promotion		1					#DIV/0!	0%		1	#DIV/0!	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 30,825.00	\$ -	\$ -	0.00%	\$ 30,825.00
Fringe Benefits	\$ 7,706.00	\$ -	\$ -	0.00%	\$ 7,706.00
<b>Total Personnel Expenses</b>	<b>\$ 38,531.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 38,531.00</b>
<b>Operating Expenses</b>					
Occupancy	\$ 3,010.00	\$ -	\$ -	0.00%	\$ 3,010.00
Materials and Supplies	\$ 2,850.00	\$ -	\$ -	0.00%	\$ 2,850.00
General Operating	\$ 259.00	\$ -	\$ -	0.00%	\$ 259.00
Staff Travel	\$ 700.00	\$ -	\$ -	0.00%	\$ 700.00
Consultant/ Subcontractor	\$ 25,900.00	\$ -	\$ -	0.00%	\$ 25,900.00
Other: Reference & Educational Materials	\$ 100.00	\$ -	\$ -	0.00%	\$ 100.00
Course Professional Development Activities	\$ 700.00	\$ -	\$ -	0.00%	\$ 700.00
Prog. Supplies - Student Prof Develop Activities	\$ 1,200.00	\$ -	\$ -	0.00%	\$ 1,200.00
Prog. Supplies - CQI Activities (Evaluation)	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Student Incentives & Supplies	\$ 7,500.00	\$ -	\$ -	0.00%	\$ 7,500.00
<b>Total Operating Expenses</b>	<b>\$ 42,719.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 42,719.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 81,250.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 81,250.00</b>
<b>Indirect Expenses</b>	<b>\$ 9,750.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 9,750.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 91,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 91,000.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

DPH Authorization for Payment

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

\_\_\_\_\_  
Date



## Appendix G

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

#### Introduction

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

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

#### Dispute Resolution Procedure

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

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

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

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

shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

## Appendix H

### San Francisco Department of Public Health Privacy Policy Compliance Standards

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

**Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.**

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.





## Appendix I

### Emergency Response

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

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





# CERTIFICATE OF LIABILITY INSURANCE

OP ID PC  
RICHM-2

DATE (MM/DD/YYYY)

06/23/10

<b>PRODUCER</b> <b>Chapman</b> License #0522024 P. O. Box 5455 Pasadena CA 91117-0455 Phone: 626-405-8031 Fax: 626-405-0585	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  <b>Richmond Area Multi Services</b> 3626 Balboa St. San Francisco CA 94121	INSURER A: Riverport Insurance Company	36684
	INSURER B: Everest National	10120
	INSURER C: Scottsdale Insurance Company	
	INSURER D: Fidelity & Deposit Co Maryland	39306
	INSURER E:	

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
C	X	GENERAL LIABILITY	OPS0056485	07/01/10	07/01/11	EACH OCCURRENCE	\$ 3,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> Abuse Liab.				INCLUDED \$250K/\$1MM	DAMAGE TO RENTED PREMISES (Ea occurrence)
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 3,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
						Emp Ben.	3mm/2mm
A	X	AUTOMOBILE LIABILITY	RIC0011092	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					\$
B	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	6600000530101	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
D	Crime		CCP999236516	07/01/10	07/01/11	Limit	\$1,500,000
						Ded:	\$7,500

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

City & County of San Francisco, its Officers, Agents & Employees named as additional insured but only insofar as the operations under contract are concerned. Such policies are primary insurance to any other insurance available to the additional insureds with respect to any claims arising out of the agreement. Insurance applies separate to each insured. (Condt...)

### CERTIFICATE HOLDER

### CANCELLATION

CITY&amp;05

City & County of San Francisco  
 Dept of Public Health  
 Comm. Behavioral Health Svcs.  
 1380 Howard Street  
 San Francisco, CA 94103

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

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

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

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

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

**NOTEPAD:**

HOLDER CODE CITY&05  
INSURED'S NAME Richmond Area Multi Services

RICHM-2  
OP ID PC

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Workers Compensation coverage excluded, evidence only. 10 days notice of cancellation for non-payment of premium.

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PRODUCER  
Chapman  
License #0522024  
P. O. Box 5455  
Pasadena CA 91117-0455

City & County of San Francis  
Dept of Public Health  
Comm. Behavioral Health Svcs  
1380 Howard Street  
San Francisco, CA 94103  
ACORD 25 (2009/01)



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART,  
SCHEDULE

**Name of Person or Organization:**

City & County of San Francisco, its Off., Agents  
& Employees, Dept. of Public Health  
101 Grove Street  
San Francisco, CA 94102

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0056485	07/01/2010	Richmond Area Multi-Services, Inc.	Negley Associates 29518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED (VICARIOUS)—DESIGNATED PERSON OR ORGANIZATION**

*This endorsement modifies insurance provided under the following:*

**PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

City & County of San Francisco, its Off., Agents  
& Employees, Dept. of Public Health  
101 Grove Street  
San Francisco, CA 94102

In consideration of the premium charged, the coverage afforded under the Coverage Part/Form is extended to the Person or Organization designated above as an Additional Insured but only for any vicarious liability imposed upon the Additional Insured for the negligence of the Named Insured. There is no coverage for the Person or Organization listed above for its sole negligence or any other negligence unless it is the negligence of the Named Insured and such negligence arises directly from the Named Insured's activities performed for the Additional Insured.



# RIVERPORT INSURANCE COMPANY

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - AUTOMOBILE

This endorsement modifies coverage under your:

BUSINESS AUTO COVERAGE PART

SECTION II - LIABILITY COVERAGE, Paragraph A. COVERAGE, Item 1. WHO IS AN INSURED is amended to include the person or organization named below, but only with respect to acts or actions of the named insured, that is, acts arising out of occurrences with respect to vehicles hired or used by the named insured, and not to acts or actions of the following named additional insured(s), its or their employees, agents or representatives.

NAME OF PERSON OR ORGANIZATION

CITY & COUNTY OF SAN FRANCISCO  
ITS OFFICERS AGENTS & EMPLOYEES  
DEPT OF PUBLIC HEALTH  
101 GROVE STREET, #307  
SAN FRANCISCO, CA 94102

DESCRIPTION OF AUTOMOBILE

ON FILE WITH COMPANY

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

