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

Westside Community Mental Health Center, Incorporated

This Agreement is made this 1st day of July, 2010, in the City and County of San Francisco, State of California, by and between: Westside Community Mental Health Center, Incorporated, 1153 Oak Street, San Francisco, California 94117, herein after referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

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

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers 4150-/09/10, and 4152-09/10 on ~~09/25/2009~~; 06/21/10

Now, THEREFORE, the parties agree as follows:

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

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

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

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

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the 1st day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Forty Three Million Six Hundred Eighty Three Thousand One Hundred Sixty Dollars ($43,683,160).** The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Independent Contractor; Payment of Taxes and Other Expenses

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

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

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

15. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Indemnification

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

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

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

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

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

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

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

And, item 1 of Appendix D attached to this Agreement

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

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

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

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

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

21. Termination for Convenience

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

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

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

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

3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: e-mail:	(415) 252-3088 Elizabeth.apana@sfdph.org
And:	Mario Hernandez CBHS, Business Office 1380 Howard Street, 5th Floor San Francisco, California 94013	FAX: e-mail:	(415) 255-3567 Mario.hernandez@sfdph.org
To CONTRACTOR:	Westside Community Mental Health Center, Inc. 1153 Oak Street San Francisco, California 94117	FAX: e-mail:	(415) 431-1813 Mjones@westside-health.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 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. **First Source Hiring Program**

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

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

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

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

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

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

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

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

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

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

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

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

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

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

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

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

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

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

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

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

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

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

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

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."
CMS=#7005

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY

Recommended by:

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

10/29/10
Date

Approved as to Form:

Dennis J. Herrera
City Attorney

By: TERENCE HOWZELL
Deputy City Attorney

11/4/10
Date

Approved:

NAOMI KELLY
Director of the Office of
Contract Administration and
Purchaser

12/20/10
Date

CONTRACTOR

Westside Community Mental Health Center, Inc.

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.

MARY ANN JONES
Executive Director
1153 Oak Street
San Francisco, California 94117

10-29-10
Date

City vendor number: **19855**

Appendices

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

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Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. Under-Utilization Reports:

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

N. Quality Assurance:

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

1) Staff evaluations completed on an annual basis.

2) Personnel policies and procedures in place, reviewed and updated annually.

3) Board Review of Quality Assurance Plan.

Other Miscellaneous Optional Provisions:

O. Compliance With Grant Award Notices:

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

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

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 Westside Outpatient Services

Appendix A-2 Westside Crisis Services

Appendix A-3 Westside Intensive Case Management Program

Appendix A-4 Westside AJANI

Appendix A-5 Westside Child, Youth & Family SED Program

Appendix A-6 Westside Methadone Maintenance Program

Appendix A-7 Westside Methadone Treatment Program

Appendix A-8 Westside Crisis, Testing & Linkage

1. **Program Name: Westside Outpatient Services, part of the Westside Integrated Full-Service Outpatient Program (IFSO)**
   Program Address: 245 11th Street
   City, State, Zip Code: San Francisco, CA 94103
   Telephone: (415)355-0311
   Facsimile: (415)355-0349

2. **Nature of Document**

   ☒ **New** ☐ **Renewal** ☐ **Modification**

3. **Goal Statement**

   Westside Outpatient Program aims to adhere to Advanced Access guidelines for accepting new referrals, plan services according to identified levels of impairment and medical necessity criteria, prevent unnecessary use of high-cost services, adhere to a harm reduction policy to treat active substance abuse and unsafe behavioral practices, and appropriately address the cultural and lifestyle differences among our clients.

4. **Target Population**

   The target population consists of adult residents (18 years and older) of San Francisco who require mental health, case management, and/or crisis services. This is a diverse population including individuals with chronic, acute mental illness, the homeless mentally ill, the elderly, people of color, and those with less acute mental health needs. In addition, many of our clients have co-occurring HIV, Hepatitis C, or other significant medical problems and/or substance abuse/addiction.

   A particular focus of Westside Outpatient Program is the African-American population residing in the Western Addition and other surrounding neighborhoods.

   Westside Outpatient clinic is committed to providing the highest possible quality of services to all individuals that fit within the CBHS target populations.

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

   A. **Modality of service/intervention**

   The Outpatient program will serve **325** unduplicated clients during the fiscal year. Service modalities include:

   Direct Services – The program will deliver **426,757** units of direct services for FY 10/11 (a service unit is defined as 1 staff minute), including:

   1. Mental Health Services: The Outpatient program will provide: short-term solution-focused individual therapy (6-10 sessions) to appropriate clients; group therapy including both evidence-based groups (DBT, CBT, Harm Reduction, Relapse Prevention, Seeking Safety, Meditation, Anger Management) and activity-based socialization groups; case management and linkage to resources; medication management; crisis intervention and initiation of involuntary hospitalization where indicated. The above interventions are designed to reduce mental disability, and improve or maintain functioning consistent with the goals of learning, development, and independent living and enhanced self-sufficiency. Services may include but are not limited to: assessment; plan development; case management; group therapy; individual therapy; medication management; collateral consultation.

Assessment: An Initial Risk Assessment at first contact and full psychosocial assessment at intake using the Adult Needs and Strengths Assessment (ANSA). Comprehensive psychiatric assessment for medication management occurs at the first medication evaluation. All Outpatient clients must meet CBHS' criteria for Severe Mental Illness to be enrolled in the program.

Collateral: Consultation with an individual who is a significant support in a client's life, with the intent of improving or maintaining the mental health status of the client. The client may or may not be present for this service activity.

Therapy: Therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. All therapeutic interventions shall be based in proven effective evidence-based modalities. Therapy may be delivered to an individual on a short-term basis, or group of clients with the added benefit of social support.

2. Medication Support Services: Prescribing, administering, dispensing and monitoring psychiatric medications indicated to alleviate the symptoms of mental illness. Services include: evaluation of the need for medication, evaluation of clinical effectiveness and side effects, obtaining informed consent, medication education, and plan development. Behavioral and lifestyle recommendations such as linkage to primary care, exercise, sleep hygiene, meditation are included as indicated to alleviate mental health symptoms as well as to increase the client's overall health and well-being.

3. Crisis Intervention: Service lasting less than 24 hours to or on behalf of a client for a condition which requires more timely response than a regularly scheduled visit. Services may include but are not limited to: assessment; collateral; crisis counseling; initiation of involuntary hospitalization if needed for client safety.

4. Case Management/Brokerage: Services designed to assist a client to access needed medical, educational, social, legal, prevocational, vocational, rehabilitative, or other community services. Services include but are not limited to: communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; and plan development.

Indirect Services – The program will deliver **148** units of indirect services for FY 10/11 (a service unit is defined as one 60-minute increment of staff minute), including:

1. Outreach/Consultation: Activities designed to strengthen individual and community skills and abilities to cope with stressful life situations before the onset of mental illness; enhancing and/or expanding the agency's mental health knowledge and skills in relation to the community-at-large or special population groups; strengthening an individual's coping skills and abilities during a stressful life situation through short-term intervention; and enhancement or expansion of knowledge and skills of human services agency staff to handle the mental health problems of particular clients.

B. Definition of Billable Services

Interventions/billable services include: Medication Support Services, Mental Health Services (Assessment, Individual Psychotherapy, Group Psychotherapy, and Collateral), Crisis Intervention, Case Management and Consultation Services.

6. Methodology

ON NON-DISCRIMINATION AGAINST FUNDING SOURCE

The program will not discriminate in the provision of services to clients based on funding source, including Medi-Cal clients.

ON ADVANCE DIRECTIVES

The program will implement and maintain written policies and procedures respecting advance directives in compliance with the requirements of Title 42, CFR, Sections 422.128 and 438.6(i)(1)(3)(4). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of change.

Description of Services:

Westside Outpatient is an integral part of the county system of care, and accepts referrals directly from CBHS, Central Access and other system of care providers. One of the primary referral sources to the Outpatient program is the Westside Crisis clinic, as being located on the same site facilitates convenient linkage for new clients. Potential clients are also able to self-refer to the Outpatient program on a drop-in basis Monday - Friday, 9 - 10:30. Program staff conducts outreach to other community service providers to invite collaboration. Programs contacted have included Haight-Ashbury Free Clinics, Treatment Access Program (TAP), Walden House, Family Service Agency (FSA), Mission Mental Health, Westside Methadone Program, San Francisco Homeless Outreach Team/ SF FIRST, and the Housing and Urban Health Clinic.

B. Admission to the Program

1. Westside Outpatient Program receives the majority of client referrals from the Westside Crisis Clinic. Other referral sources include Central Access, San Francisco General, FFS hospitals, and time limited programs such as residential treatment programs or Acute Diversion Units (ADUs), other system of care providers, medical clinics, and substance abuse programs. Clients may also be self-referred and access the program during daily drop-in hours with the Outpatient Officer of the Day (OD). After an initial risk assessment to ensure the beneficiary meets medical necessity, the OD schedules intake appointments. The Outpatient program has 4-8 available intake slots per week. Same-day requests are limited to emergency situations and include concurrent linkage to Westside Crisis for emergency psychiatric medication. At the initial intake, clients are offered on-going outpatient services which include primarily group therapy, case management, and access to a program psychiatrist or nurse practitioner for medication services. Individual therapy is dependent on available program resources with a short-term, solution-focused approach. However clients are seen individually whenever needed by either their primary case manager or the OD to resolve a crisis or to address other immediate problems.

2. If, after an appropriate assessment period, it is felt that a given client could be better served in a more specialized program or with additional services, referral and linkage options are discussed with the client and facilitated by the case manager. This would include a step-down referral to primary care for medication management if the client is stabilized on the current medication regimen, or conversely a referral to a higher level of case such as the ACT team within the IFSO. The number of clients denied outpatient services at the time of referral is 1% or less.

C. Service Model

1. The primary treatment modalities of the Outpatient program are group treatment and case management. The Outpatient service model is constantly re-evaluated including direct feedback from consumers, either

on a formal basis with their case manger or the Program Manager, or via anonymous surveys and access to a "Comments" box in the waiting room. The Outpatient program is re-structured as needed in order to better meet the diversity of need among our clients and to facilitate access to services while maintaining the highest quality of care, while coping with an increase in client demand and acuity.

New therapeutic groups are formed based on functional level of the client, staff expertise, and the treatment needs of the population. To increase consistent client participation and group cohesion, clients meet individually with a clinician following intake to formulate a treatment plan. If the plan is to include a group, the client is asked to meet briefly with the group leader prior to joining the group. Emphasis is been placed on symptom management, harm-reduction, trauma, and activity groups to decrease client isolation. Current Outpatient group offerings include Harm Reduction, DBT 101 and Advanced DBT groups, CBT for Depression and Anxiety, Anger Management, Seeking Safety, Art Group, Music Group, Karaoke Group, and Meditation Group. Groups meet weekly for 60 to 90 minutes. Activity groups open to new members regardless of level of functioning, and other groups like CBT and DBT require pre-screening with the group leader and are time-limited, running in 6-8 week cycles. Strategies to increase client engagement have included creating groups that are less process oriented (e.g. art therapy), serving healthy snacks, incentivizing groups (e.g. providing a movie pass for clients who attend 6 of 8 groups) as well as addressing differences in functional level, and fine-tuning the group structure and topic selection. The greater demand is for individual therapy; however, lack of program resources has limited our ability to offer individual therapy to more than 2 to 3 cases per staff clinician at a time. This fiscal year, we plan to accommodate 4 to 6 psychology, MFT and ASW intern trainees who will also provide individual therapy to outpatient clients. Clients who either do not want or do not fit a group model are offered medication services and monthly to bi-monthly individual check-in/problem solving meetings. Case management services including linkage to primary care, legal advocacy for disability benefits where indicated, and vocational referrals are offered on an as-needed basis. Hours of operation are 9:00am to 5:00pm. After hours and weekends, clients may utilize Mobile Crisis Services, Westside Crisis Clinic, Hot-Line services including the Talkline, as well as 12-step meetings in the community to provide a back-up support structure for clients.

2. It is anticipated that during FY 10-11, the IFSO service model will continue to undergo modification to better accommodate service integration, including the integration of primary care services, as well as increased client demand and acuity.

D. 1. Discharge Procedures

Because of limited and shrinking mental health resources coupled with the need to immediately serve many new clients, the Outpatient program will consistently apply utilization review, discharge/exit criteria, and to prioritize services to those most in need. Clinicians will consider such factors as: risk of harm, functional status, psychiatric stability, risk of de-compensation, medication compliance, status of Plan of Care objectives, and a client's overall environment to determine which clients can be stepped-down to a lower level of care or to medications-only status. When appropriate, clients may be discharged to the Private Provider Network (PPN) or a primary care provider (PCP). Conversely when an Outpatient client demonstrates the need for a higher level of care that cannot be contained within the Outpatient program structure, a request is sent to CBHS for potential referral for an ICM program. When possible clients are referred to Westside ACT as the ICM program, as these programs are on the same site and share many of the same staff, facilitating an easier transition for the client.

The cases of discharged clients are kept open in the program during the initial linkage phase to help ensure a successful transition to alternative community resources.

D. 2. Program Services for Dually Diagnosed Clients

At intake, a client's dual diagnosis needs and their Stage of Change regarding substance use are assessed and appropriate program linkage and referrals are planned with the client. A competency in dual diagnosis treatment is a required for all staff. The program uses a Harm Reduction approach to direct service delivery. Program staff will encourage abstinence where appropriate, and will attempt to engage all individuals where they are in relation to their substance use, assisting them to move toward reducing harmful behaviors and consequences associated with their substance use.

Treatment strategies may include money management, utilizing a payee program to support reduction in substance use and to engage the client in treatment. Money management is a useful tool to ensure clients in meeting basic needs by facilitating rent payment and establishing food accounts at local restaurants and grocery stores, which results in reduction of money available for buying drugs or alcohol. Clients may also be offered Harm Reduction focused group treatment. Outside referrals may include the Treatment Access Program for linkage to residential or outpatient substance use treatment, detoxification if medically indicated, and appropriate 12-step meetings.

All staff are required to attend ongoing training in Harm Reduction and dual disorder treatment including: trainings offered by CBHS; trainings organized by the Change Agent Committee and Westside's Integration Partners; trainings by Westside staff specializing in the treatment of co-occurring disorders; and trainings sponsored by Westside with outside speakers, e.g. from the Harm Reduction Therapy Center. Services will be modified and expanded in the future to more fully implement an integrated delivery model of substance abuse and mental health services, including a range of Harm-Reduction groups based on a client's current stage of change, as well as a co-referral system with Haight Ashbury Free Clinics and their Substance Use treatment programs.

E. Staffing

See Appendix B

7. Objectives and Measurements

A. PERFORMANCE OBJECTIVES FY 2010-2011

Objective A.1: Reduced Psychiatric Symptoms

A.1.a

The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-11 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-10. 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 their treatment goals at discharge.

A.1.l

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

A.1.m
Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial MRD/ANSA assessment and treatment plans completed in the online record within 30 days of episode opening.

For the purpose of this program performance objective, an 85% completion rate will be considered a passing score.

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 Service

B.1.a.

75% of uninsured active clients, with a DSM-IV diagnosis code that likely indicates disability, who are open in the program as of July 1, 2010, will have SSI linked Medi-Cal applications submitted by June 30, 2011.

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

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 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 Disparity in African Americans

F.1.a

Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake

and annually when medically trained staff and equipment are available.

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

F.1.b. Primary Care Provider and health care information

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

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

F.1.c Active engagement with primary care provider

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

Objective G.1: Alcohol Use/Dependency

G.1.a

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

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

G.1.b

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

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

H.1.a

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

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

H.1.b

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

Program evaluation unit will evaluate retention of African American clients and provide feedback to the contractor/clinic. The contractor/clinic will establish performance improvement objectives for the following year,

based on their program's client retention data, use of best practices, culturally appropriate clinical interventions, and on-going review of clinical literature is encouraged.

8. **Continuous Quality Improvement**

A variety of methods will be employed to assure ongoing evaluation of the outpatient program. Weekly staff meetings will be held to evaluate and review the internal workings of the program and the extent to which objectives are being met. Each clinical case manager will receive individual weekly supervision to assure that clinicians are oriented, trained, and monitored to ensure adequate performance of responsibilities and duties. Units of service/productivity will be internally monitored using AVATAR reports to note unanticipated fluctuations in service utilization, staff productivity or outcome objective performance. This data is regularly checked to ensure the accuracy of our own service data and serves to inform management where changes in program operation are needed.

Westside Outpatient Clinic will operate in accordance with the guidelines provided by the CBHS Quality Improvement staff and the most current CBHS Quality Management Plan. The Agency Quality Assurance Manager will assist the outpatient program to ensure compliance with the San Francisco Health Commission, local, state, federal and/or funding source policies and requirements such as harm reduction, HIPAA, cultural competency, and client satisfaction

All Case Managers meet twice monthly to complete peer chart reviews for all clients whose anniversary dates/Client Service Authorization (CSA) requests are due to the Program Utilization Review Quality Committee (PURQC) for approval. The PURQC committee at Westside includes the ACT and Outpatient Program Manager, the agency Medical Director, the Crisis Clinic Program Manager, and the Director of Nursing to provide a multidisciplinary committee across a variety of Adult Care programs.

The Team Leaders work with the Program Manager and the respective staff of each program to continuously improve on internal monitoring for quality improvement. The Outpatient Team leader and the Program Manager meet monthly to approve clients receiving medication services only, and assign each client to a case manager to update all necessary paperwork.

The Program Manager is an active member of the Quality Improvement Committee (QIC) to monitor and improve quality of care and compliance across both programs. The QIC committee completes random chart audits quarterly across all Westside programs.

The Program Manager meets with all Case Managers monthly to review caseload, units of service, timeliness and quality of documentation including treatment plans. The Program Manager works closely with the Division Director and the Corporate Compliance Manager to ensure both internal (within Westside) and external (CBHS, Medical, Medicare) compliance issues are addressed. The Program Manager reports directly to the Division Director regarding individual and programmatic performance issues, critical incidents, client feedback and to review findings from the QIC pertaining to the Program.

1. **Program Name:** Westside Crisis Clinic
   Program Address: 245 11th Street
   City, State, Zip Code: San Francisco, CA 94103
   Telephone: (415) 353-0311 option 5
   Facsimile: (415) 353-0349

2. **Nature of Document**

☒ **New** ☐ **Renewal** ☐ **Modification**

3. **Goal Statement**

The goal of the Westside Crisis Clinic is to provide culturally competent, crisis and urgent care services to the community within San Francisco City and County. In doing so, we strive to address the needs of clients new to the system, facilitate client linkage to outpatient mental health and substance abuse services, primary care, and other community resources, decrease hospitalization and use of emergency services, and serve as a safety net for other community service providers.

4. **Target Population**

The target population consists of adult residents (18 or older) of San Francisco who require crisis and urgent care services. We serve the chronically mentally ill, homeless mentally ill, elderly, individuals with ethnic and/or lifestyle diversity, and individuals with co-occurring disorders.

A particular focus will be on linkage of African-American clients who meet CBHS medical necessity criteria to ongoing outpatient services. Indicators have identified this population to be particularly high users of inpatient systems, and a group that often underutilizes community programs.

Although focus will be on the above groups, we will provide the highest quality service to all that fit within CBHS target population.

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

A. Modality of service/intervention

The Crisis Clinic will serve **1,750** unduplicated clients during the fiscal year.

Direct Services – The program will deliver **334,931** units of direct services for FY 10/11 (a service unit is defined as 1 staff minute), including:

1. Mental Health Services: Individual and Group therapies and interventions designed to reduce mental disability and improve or maintain functioning consistent with the goals of learning, development, and independent living and enhanced self-sufficiency that are not provided as a component of adult residential or crisis residential treatment services, crisis intervention, crisis stabilization, or day rehabilitation/day treatment intensive. Services may include but are not limited to assessment, plan development, therapy, rehabilitation, and collateral.

Assessment: May include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing

procedures.

Collateral: Service activity including a significant support person in a beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for the service activity.

Therapy: Therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

2. Medication Support Services: Prescribing, administering, dispensing and monitoring psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. Services include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, obtaining informed consent, medication education and plan development related to the delivery of service and/or assessment to the beneficiary.

3. Crisis Intervention: Service lasting less than 24 hours to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Services may include but are not limited to assessment, collateral, and therapy.

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

Indirect Services – The program will deliver **400** units of indirect services for FY 10/11 (a service unit is defined as one 60-minute increment of staff minute), including:

5. Outreach/Consultation: Activities/projects designed to strengthen individual and community skills and abilities to cope with stressful life situations before their onset; enhance and/or expand an agency's or organization's mental health knowledge and skills in relation to the community-at-large or special population groups; strengthen an individual's coping skills and abilities during a stressful life situation through short-term intervention; and enhance or expand knowledge and skills of human services agency staff to handle the mental health problems of particular clients.

B. Definition of Billable Services

Interventions/billable services include:

Crisis Intervention, Medication Support Services, Mental Health Services (Assessment, Collateral, Individual Psychotherapy, Group Psychotherapy), Crisis Intervention, Targeted Case Management, and Outreach Services/Consultation Services.

6. Methodology

Westside Crisis Clinic is an integral part of the CBHS safety net in providing residents of San Francisco timely and responsive crisis and urgent care services. The program accepts referrals from Central Access of clients who require urgent interim or stabilization medications prior to beginning services at an outpatient system of care

clinic. The program also accepts community referrals and walk-ins. Services are also designed to prevent unnecessary hospitalization. Crisis contacts are 90-Day case openings, allowing for symptom stabilization, appropriate transitional care and linkage to outpatient and other community services.

Description of Services:

Outreach, Recruitment, Promotion, and Advertisement

Westside Crisis Clinic staff are available to consult by phone with other agencies and community providers to coordinate client care and arrange for same-day services as indicated. Clinic staff work with SFGH, PES, BHAC, and other CBHS providers to coordinate crisis/urgent care and to promote client access to our services. In addition, the program manager, division director, and medical director meet with other community service agencies and providers in mental health, substance abuse, HIV, and primary care, as well as homeless outreach teams, Jail Psych Services, Citiwide Case Management, private hospitals and Emergency Departments, Mobile Crisis, SFPD psych liaison, and Dore Urgent Care to present the Crisis Clinic program and facilitate client access to services.

Program Admission, Intake Criteria, and Process

Westside Crisis Clinic is open Monday through Friday 8:00AM to 7:00PM (last intake at 6:00PM) and Saturday 9:00AM-5:00PM (last intake at 4:00PM). Crisis Clinic operates on a drop-in, first come, first served basis, with higher acuity clients being prioritized. The clinic is available to anyone currently residing in or visiting San Francisco who needs crisis or urgent mental health care. In addition, the clinic accepts phone referrals made by other service providers. Such referrals are assessed and either accommodated as emergencies or instructions are provided as to the best time to send the client to the clinic to minimize waiting time. Clients accompanied by a case manager or interpreter are similarly accommodated to reduce the time commitment involved in bringing someone to the clinic. In addition, individuals are brought to the Crisis Clinic by the police/fire for assessment and triage.

Service Delivery

When clients check in, staff determines the nature and acuity of the problem, the clients' desired outcome, and whether they are new to the system, open in another system of care clinic, and/or have previously utilized crisis services. Individuals who have no alternative means of obtaining mental health services (such as by private insurance or open in another clinic) and are residents of San Francisco are eligible to receive services. Privately insured individuals and non-county residents are assessed for risk as well as the urgency of the presenting problem. Those requiring same or next-day intervention are seen on a one-time basis and assisted in accessing other available resources. Those with non-urgent needs are offered assistance in contacting their private insurance triage network. Urgent and emergent services are provided at the clinic as needed until closing. Non-crisis cases are referred back to the clinic for services the next day if necessary. The program will adhere to CBHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

Westside Crisis Clinic utilizes a medical model of service delivery. New clients are first seen by an LPT, LVN, LCSW, or other mental health clinician/trainee who conducts a comprehensive intake assessment. At this time, the client's treatment needs are identified. The case is then presented to a staff psychiatrist, physician, or nurse practitioner for a medication evaluation. These services require 2 to 2.5 hours of face-to-face time. Clients who are prescribed medications for either the first time or following a period of

lapse are routinely opened for a 90-day period of follow-up during which medication efficacy is monitored and plans are made to link the client to an outpatient clinic for on-going care.

An attempt is made to link all clients who require on-going medication services and/or who meet the medical necessity requirements as defined by CBHS guidelines with appropriate outpatient services. Linkage referrals are made according to proximity to the client's residence as well as client choice.

A portion of crisis contacts are made with individuals who come to the clinic complaining of lost or stolen medications, have failed to comply with prescribed medication regimens, and/or who have failed to link with outpatient services and have become repeat users of crisis services to obtain medications. These individuals are identified by triage, are seen on a one-time basis to screen for acuity and risk, and assessed carefully for any barriers to linkage. To facilitate linkage of repeat users, staff assist in basic case management and help client to make an intake appointment prior to being seen.

Having a close relationship with the Westside Integrated Full Service Outpatient Program helps to facilitate a smooth transition to ongoing care, especially for individuals who live nearby neighborhoods. IFSO also provides an alternative for crisis clients who do not readily link with services and who prefer coming to the 245 11th Street location.

Psychiatric emergencies requiring hospitalization are handled directly by the LPT, LVN, LCSW or mental health clinician if 5150 criteria are clearly met by the individual. If the situation is less well defined, an attempt is made by the LPT/LVN/mental health clinician and/or the psychiatrist/physician/nurse practitioner to explore feasible alternatives with the client prior to initiating a 5150 to PES. Medical emergencies are handled by calling 911.

The Crisis Clinic frequently sees clients who have co-occurring disorders including substance abuse/dependence. Many of these individuals seek help while experiencing symptoms of withdrawal, while actively intoxicated, and during periods between episodes of substance abuse. Common complaints include psychosis, anxiety, and/or depression. Substance abuse problems are carefully assessed at the time of the initial intake and again by the psychiatrist. Assessment includes detailed past and current use, vital signs, and CAGE screening tool. If a client is medically unstable because of substance withdrawal/intoxication, paramedics are called and the individual may be transported to SFGH-ER for treatment. The clinic uses a Harm Reduction approach in that abstinence is not a condition of receiving psychiatric treatment and/or medications. Clients who are too intoxicated at the time of the visit to engage in a coherent assessment are assessed for suicidality, homicidality, gravely disabled, and other emergent conditions. If there are no risk factors, then the client is educated about life-threatening withdrawal symptoms and how to access emergency care, asked to limit use for the next 12 hours and return to the clinic to be evaluated the following day when they can participate in an interview. In following Harm Reduction Principles, medications are prescribed to address psychiatric symptoms provided there are no contraindications. Clients are triaged to appropriate follow-up services such as an outpatient mental health clinic, substance abuse treatment program, detox facility, and/or BHAC. Other resources may be offered such as 12-step meetings and after-hours hot-line numbers to provide additional support.

D. Exit Criteria

Exit criteria for Westside Crisis Clinic include the following: successful completion of agreed upon treatment goals; reduction in distressing symptoms; referral to an outpatient mental health clinic for on-going care; referral to non-mental health programs; and, referral to a higher level of care.

E. **Staffing**
See Appendix B

7. Objectives and Measurements

A. PERFORMANCE OBJECTIVES FY 2010-2011

Objective A.1: Reduced Psychiatric Symptoms

A.1.a
The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-11 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-10. 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 their treatment goals at discharge.

A.1.l

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

A.1.m

Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial MRD/ANSA assessment and treatment plans completed in the online record within 30 days of episode opening.

For the purpose of this program performance objective, an 85% completion rate will be considered a passing score.

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 Service

B.1.a.

75% of uninsured active clients, with a DSM-IV diagnosis code that likely indicates disability, who are open in the program as of July 1, 2010, will have SSI linked Medi-Cal applications submitted by June 30, 2011.

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

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 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 Disparity in African Americans

F.1.a
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

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

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

F.1.c Active engagement with primary care provider
75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.

Objective G.1: Alcohol Use/Dependency

G.1.a

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

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

G.1.b

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

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

H.1.a

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

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

H.1.b

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

Program evaluation unit will evaluate retention of African American clients and provide feedback to the contractor/clinic. The contractor/clinic will establish performance improvement objectives 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.

NONSTANDARDIZED OBJECTIVES

The percentage of clients assessed in the Crisis Clinic during FY 10-11 who are placed on a 5150 hold and hospitalized will be less than 30%.

Client Inclusion Criteria:

Must be open in the program during FY 10-11.

Data Source:

CBHS Billing Information System-Crisis staff will compute.

There will be a 25% reduction in grievances submitted to CBHS regarding the treatment received in the Crisis Clinic

Client Inclusion Criteria:
Must be open in the program during FY 10-11.

Data Source:
CBHS will monitor

There will be an improvement in the amount of wait time a client experiences when coming into the Crisis Clinic, not to exceed 30 minutes to see a clinician. All clients coming into the crisis clinic will be logged into a program that describes the time that the client arrives, the time that they are seen, and the time that the client leaves the service. The total time between a client's arrival to the clinic and exit from the clinic shall not exceed 2 hours.

Client Inclusion Criteria:
Must be open in the program during FY 10-11.

Data Source:
Westside's crisis log books and record of client check-in, face-to-face contact and exit from clinic.

There will be a log of all clients whose stay was 4 hours or longer describing the circumstances surrounding the stay, review of the incident, and plan of correction.

Client Inclusion Criteria:
Must be open in the program during FY 10-11.

Data Source:
Westside's crisis log books and record of client check-in, face-to-face contact and exit from clinic.

8. Continuous Quality Improvement

The Crisis Clinic in conjunction with all Westside Community Mental Health Center Programs holds weekly staff meetings to review intakes, discuss quality of care provided, and review need for continued care. All staff is required to meet regularly with their supervisors to assure provision of quality services. In addition, the program conducts quarterly chart reviews and reviews chart documentations and closings. The Crisis Clinic will abide by the most current CBHS Quality Management Plan and affirms our commitment to comply with all Health Commission, Local, State, Federal, and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

In accordance to CBHS requirements, Westside has formulated and begun to implement the following activities to continue its' move towards integrated behavioral health services:

- ☐ The development of written protocols and procedures that describe welcoming, empathetic, and hopeful clinical practices. These protocols include the expectation that staff members use non-blaming, non-judgmental, hopeful language in relationship to clients.
- ☐ Staff competencies will be developed to reflect the knowledge and skills necessary for success in a

agency that serves individuals with co-occurring disorders. This initial set of competencies will include, at a minimum, elements related to welcoming and cultural competence.

☐ Advanced staff competencies will be developed for supervisory staff. These staff members are leaders in the organization and, as such, they will be expected to lead the agency in its progress toward the development of a Continuous, Comprehensive, Integrated, System of Care (CCISC).

☐ A training program will be implemented to develop and maintain staff competencies related to co-occurring disorders.

1.
Program Name: Westside Intensive Case Management Program/Assertive Community Treatment (ACT)
Program Address: 245 11th Street
City, State, Zip Code: San Francisco, CA 94103
Telephone: (415)355-0311
Facsimile: (415)355-0349

2. Nature of Document

☒ **New** ☐ **Renewal** ☐ **Modification**

3. Goal Statement

Westside ACT provides Intensive Case Management to clients identified by CBHS as high-utilizers of Psychiatric Emergency Services across the City and County of San Francisco, in an effort to stabilize them and improve their quality of life, while providing an alternative to short PES stays and hospitalizations.

4. Target Population

Westside ACT serves adults between the ages of 18 and 65 who have long standing, chronic psychiatric illness. At least 75% of clients have co-occurring substance use issues and chronic physical illnesses.

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

A. Modality of service/intervention
The ACT team within the IFSO will serve **130** unduplicated clients, pre-screened as high-utilizers of the System of Care, who are referred by a designated coordinator at CBHS.

Direct Services – The program will deliver **604,800** units of direct services for FY 10/11 (a service unit is defined as 1 staff minute), including:

1. Mental Health Services: The ICM program using a team approach will provide intensive case management including: life skills, medication management, money management, therapy groups, telephone crisis services on-call 24-hours a day, assistance in obtaining entitlements, ensuring basic needs such as sufficient nutrition, housing and clothing, assistance in linking to and attending primary care and specialized medical appointments. The above interventions are designed to reduce mental disability, and improve or maintain functioning consistent with the goals of learning, development, and independent living and enhanced self-sufficiency. Services may include but are not limited to: assessment; plan development; case management; group therapy; individual therapy; medication management; collateral consultation.

Assessment: Psychosocial assessment using the Adult Needs and Strengths Assessment (ANSA) and psychiatric assessment for medication management. ICM clients (pre-screened as high users and referred by CBHS) will have an assessment completed by a clinical case manager and psychiatrist, with acceptance into the program contingent on meeting the criteria of appropriateness for treatment in the community and willingness to attempt to engage in treatment.

Collateral: Consultation with an individual who is a significant support and advocate in a client's life, with the intent of improving or maintaining the mental health status of the client. The client may or may not be present for this service activity.

Therapy: Therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. All therapeutic interventions shall be based in proven effective evidence-based modalities. Therapy may be delivered to an individual on a short-term basis, or group of clients with the added benefit of social support.

2. Medication Support Services: Prescribing, administering, dispensing and monitoring psychiatric medications indicated to alleviate the symptoms of mental illness. Services include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, obtaining informed consent, medication education and plan development. Behavioral and lifestyle recommendations such as linkage to primary care, exercise, sleep hygiene, meditation are included as indicated to alleviate mental health symptoms as well as to increase the client's overall health and well-being.

3. Crisis Intervention: Service lasting less than 24 hours to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Services may include but are not limited to: assessment; collateral; crisis counseling; initiation of involuntary hospitalization if needed for client safety.

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

Indirect Services – The program will deliver **50** units of indirect services for FY 10/11 (a service unit is defined as one staff minute) including:

1. Outreach/Consultation: Activities designed to strengthen individual and community skills and abilities to cope with stressful life situations before the onset of mental illness; enhancing and/or expanding the agency's mental health knowledge and skills in relation to the community-at-large or special population groups; strengthening an individual's coping skills and abilities during a stressful life situation through short-term intervention; and enhancement or expansion of knowledge and skills of human services agency staff to handle the mental health problems of particular clients.

B. Definition of Billable Services

Interventions/billable services include: Medication Support Services, Mental Health Services (Assessment, Individual Psychotherapy, Group Psychotherapy, and Collateral), Crisis Intervention, Case Management and Consultation Services.

6. Methodology

ON NON-DISCRIMINATION AGAINST FUNDING SOURCE

The program will not discriminate in the provision of services to clients based on funding source, including Medi-Cal clients.

ON ADVANCE DIRECTIVES

The program will implement and maintain written policies and procedures respecting advance directives in compliance with the requirements of Title 42, CFR, Sections 422.128 and 438.6(i)(1)(3)(4). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of change.

Description of Services:

A. How Clients and Other Providers Access Services

Westside ACT is assigned clients by a designated coordinator at CBHS, and an intensive intake is completed by a clinical case manager and psychiatrist before acceptance into the program. ACT program staff build and maintain on-going supportive, collaborative relationships with other system of care clinics.

B. Admission to the Program

Clients are pre-screened as high-utilizers and referred solely by CBHS. A clinical case manager and psychiatrist complete an extensive assessment. Acceptance into the program requires meeting the criteria of appropriateness for treatment in the community and willingness to engage in treatment.

C. Service Model

The ICM program utilizes the Assertive Community Treatment (ACT) model. The Westside ACT office is open from Monday to Friday from 9:30AM to 5:00pm. The office is staffed by a peer counselor, a "shift-manager" case manager, and the licensed psychiatric technician who are available during those hours for medication dispensing and money management as well as client check-ins. The ACT program also has two activity/group rooms where ACT clients are welcome to spend the day. The ACT team makes contact with a client at least once a week for case management, supportive counseling, group therapy and/or medication management. The ICM psychiatrists meet with clients two times per month. Groups facilitated by clinical case managers are available daily. Group offerings include Breakfast group, Lunch Group, Harm Reduction, Anger Management, DBT Skills, Seeking Safety, WRAP Group, Art Group, Music Group, Karaoke Group, Weekend Planning Group with a focus on decreasing isolation and relapse prevention, Vocational Support Group for ICM consumers who are involved in the ICM Vocational Program. Groups meet weekly for 60 to 90 minutes. Strategies to increase group engagement have included creating activity groups that are less process oriented, serving healthy snacks, incentivizing groups (e.g. providing a movie pass for clients who attend 6 of 8 groups) as well as addressing differences in functional level, and fine-tuning the group structure and topic selection. Periodic "community meetings" are held as focus groups with the clients as consumers helping to If ACT clients are unable to come to the clinic, the client is outreached by both the clinical case manager and psychiatrist in the field. If necessary, both case managers and psychiatrists are able to 5150 clients during office hours. During off hours, if clients need support they are instructed to call the ICM case manager who is on call for problem resolution 24 hours a day.

D. 1. Discharge Procedures

ACT clients are assessed for the possibility of stepping down from ICM services at least yearly. Because of their level of acuity, the majority of ACT clients are unable to step down to a less intensive program if they are to remain out of the hospital and L-facilities. However, if clients have demonstrated the ability to manage their own medications, work successfully with a payee program, remain housed and participate in treatment as well as

community activities, they may step down to a lower level of care. The primary step-down referral for ACT clients is the Outpatient program of the Westside Integrated Full-Service Outpatient program. As the Outpatient program is co-located on the same site with shared staff, this transition is facilitated for the client, as is care coordination and consultation amongst IFSO staff. The cases of discharged clients are kept open in the ACT program during the initial linkage phase, to help ensure a successful transition to alternative community resources.

D. 2. Program Services for Dually Diagnosed Clients

At intake, a client's dual diagnosis needs and their Stage of Change regarding substance use are assessed and appropriate program linkage and referrals are planned with the client. A competency in dual diagnosis treatment is a required for all staff. The program uses a Harm Reduction approach to direct service delivery. Program staff will encourage abstinence where appropriate, and will attempt to engage all individuals where they are in relation to their substance use, assisting them to move toward reducing harmful behaviors and consequences associated with their substance use.

Treatment strategies may include money management, utilizing a payee program to support reduction in substance use and to engage the client in treatment. Money management is a useful tool to ensure clients in meeting basic needs by facilitating rent payment and establishing food accounts at local restaurants and grocery stores, which results in reduction of money available for buying drugs or alcohol. Clients may also be offered Harm Reduction focused group treatment. Outside referrals may include the Treatment Access Program for linkage to residential or outpatient substance use treatment, detoxification if medically indicated, and appropriate 12-step meetings.

All ACT staff are required to attend ongoing training in Harm Reduction and dual disorder treatment including: trainings offered by CBHS; trainings organized by the Change Agent Committee and Westside's Integration Partners; trainings by Westside staff specializing in the treatment of co-occurring disorders; and trainings sponsored by Westside with outside speakers, e.g. from the Harm Reduction Therapy Center. Services will be modified and expanded in the future to more fully implement an integrated delivery model of substance abuse and mental health services, including a range of Harm-Reduction groups based on a client's current stage of change, as well as a co-referral system with Haight Ashbury Free Clinics and their Substance Use treatment programs.

D. 3. Linkage of New Clients Referred from Inpatient Services to Westside ACT

ICM staff meets face-to-face with newly referred clients from CBHS while they are in the inpatient unit when possible. Due to short hospital stays and hospital discharge policies, as well as increased demand on staff time, initial face-to-face hospital meetings with new clients are not always feasible. Potential ACT clients are offered intake appointments coordinated with the hospital social worker to coincide with hospital discharge. The focus of treatment is the client's view of his/her needs and treatment goals, though recommendations are made by a clinician following an assessment of the client's diagnosis and functional impairments as well as consultation with the referral source. A plan of care is negotiated with the client that will best address the individual's most immediate problems.

D. 4. Wellness and Recovery

Though the IFSO program is not currently using the official WRAP model, services focus on the concept and necessary components of Wellness and Recovery. Wellness groups and individual supportive contacts cover subject matter including communication skills, symptom management, relapse prevention, stress management as well as client-choice topics.

D. 5. Prevocational and Vocational Services

During the first month of treatment, ACT staff clarifies client goals including vocational aspirations. The ACT Vocational Counselor's primary goal is provide clients with the tools necessary to obtain and maintain employment, including organizing an internal vocational program comprised of jobs for clients on-site including: receptionist, coffee service to clients and staff in the waiting room, librarian Appropriate clients are also provided information on outside resources and referrals to vocational programs, such as Community Vocational Enterprises.

E. Staffing

See Appendix B

7. Objectives and Measurements

PERFORMANCE OBJECTIVES FY 2010-2011

Objective A.1: Reduced Psychiatric Symptoms

A.1.a

The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-11 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-10. 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 their treatment goals at discharge.

A.1.k

Intensive Case Management providers will require that clinicians evaluate level of functioning for ALL CLIENTS by completing the Milestones of Recovery Scale (MORS).

New clients will complete the MORS at intake, every month thereafter, and at discharge. Continuing clients will complete the MORS within 90 days of the new contract year, and every month thereafter, and at discharge.

Providers must submit 75% of required MORS forms for all clients to pass this objective.

A.1.l

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

A.1.m

Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial MRD/ANSA assessment and treatment plans completed in the online record within 30 days of episode opening.

For the purpose of this program performance objective, an 85% completion rate will be considered a passing score.

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 Service

B.1.a.
75% of uninsured active clients, with a DSM-IV diagnosis code that likely indicates disability, who are open in the program as of July 1, 2010, will have SSI linked Medi-Cal applications submitted by June 30, 2011.

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

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

Objective C.1: Access to Services

C.1.a
The program will have at least 20-25 new client episode openings for the fiscal year 2010-2011.

The number of targeted new client episode openings during FY 2010-2011 will be individually negotiated with the Program Manager for each specific Intensive Case Management Program based on historical rate of episode openings and baseline profile of psychiatric stability of caseload.

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 Disparity in African Americans

F.1.a
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

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

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

F.1.c Active engagement with primary care provider
75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.

Objective G.1: Alcohol Use/Dependency

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

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

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

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

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

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

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

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

8. Continuous Quality Improvement

A variety of methods will be employed to assure ongoing evaluation of the outpatient program. Weekly staff meetings will be held to evaluate and review the internal workings of the program and the extent to which objectives are being met. Each clinical case manager will receive supervision to assure that clinicians are oriented, trained, and monitored to ensure adequate performance of responsibilities and duties. Units of service/productivity will be internally monitored using AVATAR reports to note unanticipated fluctuations in service utilization, staff productivity or outcome objective performance. This data is regularly checked to ensure the accuracy of our own service data and serves to inform management where changes in program operation are needed.

Westside's ACT Program operates in accordance with the guidelines provided by the CBHS Quality Improvement staff and the most current CBHS Quality Management Plan. The Agency Quality Assurance Manager will assist the outpatient program to ensure compliance with the San Francisco Health Commission, local, state, federal and/or funding source policies and requirements such as harm reduction, HIPAA, cultural competency, and client satisfaction
All Case Managers meet twice monthly to complete peer chart reviews for all clients whose anniversary dates/Client Service Authorization (CSA) requests are due to the Program Utilization Review Quality Committee (PURQC) for approval. The PURQC committee at Westside includes the ACT and Outpatient Program Manager, the agency Medical Director, the Crisis Clinic Program Manager, and the Director of Nursing to provide a multidisciplinary committee across a variety of Adult Care programs.

The Team Leaders work with the Program Manager and the respective staff of each program to continuously improve on internal monitoring for quality improvement. The Outpatient Team leader and the Program Manager meet monthly to approve clients receiving medication services only, and assign each client to a case manager to update all necessary paperwork.

The Program Manager is an active member of the Quality Improvement Committee (QIC) to monitor and improve quality of care and compliance across both programs. The QIC committee completes random chart audits quarterly across all Westside programs.

The Program Manager meets with all Case Managers monthly to review caseload, units of service, timeliness and quality of documentation including treatment plans. The Program Manager works closely with the Division Director and the Corporate Compliance Manager to ensure both internal (within Westside) and external (CBHS, Medical, Medicare) compliance issues are addressed. The Program Manager reports directly to the Division Director regarding individual and programmatic performance issues, critical incidents, client feedback and to review findings from the QIC pertaining to the Program.

1. **Program Name:** Westside AJANI/Westside ICYF
   Program Address: 1140 Oak Street
   City, State, Zip Code: San Francisco, Ca. 94117
   Telephone: 415) 431-8252
   Facsimile: (415) 431-3195

2. **Nature of Document**

   ☒ New ☐ Renewal ☐ Modification

3. **Goal Statement**

The goal of the Ajani program is to provide comprehensive and integrated mental health services to children and their families with a particular focus on Afrocentric family interventions.
The goal of Westside Integrated Child, Youth, Family is to provide a comprehensive and integrated approach to care that includes mental health treatment and mental health consultation that is both clinic and community based.

4. **Target Population**

Westside AJANI will focus on African American families who reside in low income neighborhoods impacted by violence (e.g. Western Addition, Bayview Hunters Point, OMI, etc), isolation, poverty, disenfranchisement, mental illness and racism who have demonstrated difficulty functioning as a family unit. Through our Integrated Child, Youth, and Family Services, we provide services to individuals/families under 22 years of age who lack access to the range of services needed to fully integrate into the community. Through Westside Community Services ICYF, we treat individuals/families from all cultural backgrounds impacted by the aforementioned presenting issues.

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

   A. **Modality of service/intervention**

For Westside Ajani see CRDC.

   B. **Definition of Billable Services**

The Ajani program will serve **250** unduplicated clients during the fiscal year. Service modalities include:

Definitions of mental health billable service unit(s) provided at Westside Ajani are as follows: ***Direct Services*** – The program will deliver **401,585** units of direct services for FY 10/11 (a service unit is defined as 1 staff minute), including:

Assessment
"Assessment" means a service activity which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

Medication Support Services
"Medication Support Services" means those services which include prescribing, administering, dispensing and monitoring of psychiatric medication or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and sited effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

Mental Health Services

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

Assessment
"Assessment" means a service activity which may include a clinical analysis of the history and current status of a beneficiary's (child's) mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

Collateral
"Collateral" means a service activity to a significant support person in a beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

Therapy
"Therapy" means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction a means to improve functional impairments. Therapy may be delivered to an individual or a group of beneficiary and may include family therapy at which the beneficiary is present.

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

Outreach and Engagement Services (MHSA) Including:
Strategies to reduce ethnic/racial disparities; Outreach to entities such as: community based organizations, schools, tribal communities, primary care providers, faith based organizations and outreach to individuals such as: community leaders, those who are homeless, those who are incarcerated in county facilities.

Indirect Services – The program will deliver **955** units of indirect services for FY 10/11 (a service unit is defined as one 60-minute increment of staff minute), including:

Outreach and Services /Consultation Services
"Outreach Services" are activities and projects directed toward 1) strengthening individual's and communities' skills and abilities to cope with stressful life situations before the onset of such events, 2) enhancing and/or expanding agencies' or organizations' mental health knowledge and skills in relation to the community-at-large or special population groups, 3) strengthening individuals' coping skills and abilities during a stressful live situation through short-term intervention and 4) enhancing or expanding knowledge and skills of human services agency staff to handle the mental health problems of particular clients.

6. **Methodology Ajani/Integrated Child, Family, and Youth Outpatient**

Westside Community Services' Mission is to provide high quality, family-centered, culturally competent behavioral health and human services

Westside's Ajani program utilizes an Afrocentric holistic approach to treatment, acknowledging that African American families are impacted by socio-economic co-factors that influence treatment outcomes. Afrocentric means utilizing the history, culture, philosophy and collective experience of African people as the frame of reference for providing treatment. The purpose of the afro-centrist model is to allow for a comprehensive cultural based assessment of African American/Black families to better address the integration of a culturally competent model of care. This model is a culturally specific strengths-based model based on the principals of adaptive family functioning for the African American family. (White, 1997, Boyd-Franklin, 2003)

Referrals are facilitated through linkages with family advocacy agencies, community churches, multi-service family centers, community centers, hospital/public health clinics, city and county. The program Community Liaison will be available to meet individually with families who have specific questions about the program and/or want to refer themselves for the treatment. Brochures, flyers, public service announcements, and presentation to the community (city, council and board of supervisors) will be utilized to promote the program. Direct coordination and collaboration with existing public agencies specifically Foster Care Mental Health, Children System of Care (CSOC) and AB3632 will be prioritized. At least 50% of the treatment slots will be reserved for CHBS referrals.

Referrals are facilitated through our linkages with mental health providers, child care centers, probation, education, health services, group homes, community centers, recreation centers and the Department of Human Services. Both Ajani and Westside ICYF provide clinic based and community based services. One of the unique areas of expertise of Westside Ajani/ICYF services is our outreach and capacity to serve children and youth where they are. Westside ICYF prides itself on having a multi-disciplinary team comprised of psychiatrists, licensed and unlicensed/waivered mental health professionals, educators and early childhood specialists.

Child and Adolescent Outpatient Mental Health Services

The primary goal of child and adolescent mental health services is to provide treatment for mental disorders through individual, family, and group therapies. In addition, in order to promote growth and change it is necessary to replace maladaptive behaviors and activities with ones that are adaptive and pro-social. Therefore, our interventions weave in activities that promote the growth and development of social skills, independent living skills, critical thinking skills and case management where appropriate.

Westside ICYF employs a systems model with its approach to treatment. The purpose of the systems model is to allow for a comprehensive evaluation of children suffering from emotional disorders. This model uses a treatment team composed of therapists, community liaisons and a psychiatrist in the evaluation of the child and family from a multi-disciplinary perspective. Information is gathered allowing the treating therapist and the treatment team to both assess and recommend comprehensive treatment from case management to psychopharmacological to psychotherapeutic interventions.

Assessment Phase: Each individual who enters treatment at Westside ICYF – Child and Adolescent Outpatient Mental Health Services receives a comprehensive evaluation. This includes a pre-screening by an intake coordinator that gathers basic demographic information and clarifies referral information. The individual then receives a face-to-face intake with the mental health therapist where a detailed clinical history and symptom survey is obtained. Standardized instruments are used to help clarify presenting problems and screen for substance abuse problems. The clinical team reviews strengths and challenges if the individual and their support system to determine the appropriate diagnosis and most appropriate course of treatment. Substance abuse screening is part of the Westside Ajani assessment process. Although we do offer prevention /early experimentation education and support, in addition to treatment for dually diagnosed clients, we refer our higher level substance abuse/ dependent young clients to the Behavioral Health Access Program (BHAP), Bay View Hunters (BVHP), Morrisania West Yores Day Treatment, and other San Francisco partners.

Treatment Phase: The Mental Health Therapist will provide treatment that incorporates evidence-based practices through interventions coordinated by a highly skilled multidisciplinary team. The modalities utilized include, but are not limited to, individual therapy, medication support services, family therapy, parent skills training, group therapy, social skills training, and limited case management services. Services are offered beginning at 9 and are provided up to 7:00 p.m. Monday through Friday. The typical length of treatment is 12- 18 months. Services are provided on site at the clinic, in the community when utilizing in-vivo treatment, at satellite clinics or on school sites.

Westside Integrated Child, Youth & Family Services (Westside ICYF) is a comprehensive multi-service program that provides outpatient mental health, school-based mental health and consultation case management and outreach. The focus of the program is to build emotional wellness in children, youth and families by providing treatment, education, consultation/capacity building and support. Referrals are facilitated through our linkages with mental health providers, child care centers, probation, education, health services, group homes, community centers, recreation centers and the Department of Human Services. Westside ICYF provides clinic based and community based services. One of the unique areas of expertise of Westside ICYF services is our outreach and capacity to serve children and youth where they are. Westside ICYF prides itself on having a multi-disciplinary team comprised of psychiatrists, licensed and unlicensed/waivered mental health professionals, educators and early childhood specialists.

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Westside ICYF employs a systems model with its approach to treatment. The purpose of the systems model is to allow for a comprehensive evaluation of children suffering from emotional disorders. This model uses a treatment team composed of therapists, community liaisons and a psychiatrist in the evaluation of the child and family from a multi-disciplinary perspective. Information is gathered allowing the treating therapist and the treatment team to both assess and recommend comprehensive treatment from case management to psychopharmacological to psychotherapeutic interventions.

Treatment progress is monitored monthly by the Family Specialists or Therapists and treatment team as measured against the plan of care goals and their resiliency scores. Frequent monitoring including home visits and co-joint Family Specialist and parent(s) school observations/conference provides opportunity for mini-celebrations of success and for re-focusing in those areas that require more attention and growth. Services are offered primarily during after-school hours, evenings and weekends. Because most of the clients are operating in an environment with on-going stress and multiple problems the typical length of treatment can be at least a year with the goal of stepping down to maintenance level services over time. Services are provided in the community, at the clinic, at satellite clinics and/or on school sites.

Building Capacity and Celebrating Success:
Families who have successfully completed their treatment goals and are terminating with regular services are encouraged to remain part of the program. They can participate in either the on-going parenting group or a general support group in order to form relationships with other families in the Ajani program for both on-going support and increased social contact. Success of treatment goals or other major milestones such as completing a grade with a high GPA are also celebrated regularly by all participants in the program.

7. Objectives and Measures

Objective A.1: Reduced Psychiatric Symptoms

A.1.a
The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-11 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2010-11. 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 2010– June 2011. 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 their treatment goals at discharge.
Data Source: Avatar.

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

A.1f.
Provider will ensure that all clinicians who provide mental health services are certified in the use of the Child & Adolescent Needs and Strengths (CANS). New employees will have completed the CANS training within 30 days of hire

Data Source: CANS Certificates of completion with a passing score.

Program Review Measurement: Objective will be evaluated based on program submission of CANS training completion certificates for all new employees from July 1, 2010 to June 30, 2011

A.1g.
Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial CANS 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.

Data Source: CANS submitted to CANS database website, summarized by CYF System of Care
Program Review Measurement: This objective will be evaluated based on data from July 1, 2010 to June 30, 2011.

A.1h.
CYF agency representative will attend regularly scheduled SuperUser calls.
For the purpose of this performance objective, an 80% attendance of all calls will be considered a passing score.

Date Source: SuperUser calls attendance log, summarized by CYF System of Care.

Program Review Measurement: This objective will be evaluated based on data from July 1, 2010 to June 30, 2011.

A.1i.
Outpatient clients opened will have a Re-assessment/Outpatient Treatment Report in the online record within 30 days of the 6 month anniversary of their Episode Opening date and every 6 months thereafter.
For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.

Data Source:CANS data submitted to CANS website and summarized by CYF System of Care.

Program Review and Measurement: This objective will be evaluated based on data submitted between July 1, 2010 to June 30, 2011.

A.1j.
Outpatient clients opened will have an updated Treatment Plan in the online record within 30 days of the 6 month anniversary of their Episode Opening

For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.

Objective A.3: Increase Stable Living Environment

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

Objective B.2: Treatment Access and Retention

B.2a.
During Fiscal Year 2010-11, 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 Avatar indicating clients engaged in the treatment process.

CONTINUOUS QUALITY IMPROVEMENT, PROGRAM PRODUCTIVITY AND SERVICE ACCESS

Objective F.1: Health Disparity in African Americans

To improve the health, well-being, and quality of life of African Americans living in San Francisco

F.1.a Metabolic and health screening
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

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

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

F.1.c Active engagement with primary care provider
75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.

Objective G.1: Alcohol Use/Dependency

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

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

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

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

H.1.a
Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.
System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new client survey with suggested interventions. The contractor/clinic will establish performance improvement objectives for the following year, based on feedback from the survey.

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

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

8. **Continuous Quality Improvement**

Westside Ajani and Westside ICYF monitors the quality of the services we provide from intake to discharge in order to maintain a high quality of mental health services we provide. In addition, our CQI measures provide Westside Ajani information about ways we can enhance and improve our services. Westside Ajani/ICYF will adhere to quality management guidelines as outlined by the Health Commission, Local, State, Federal and/or Funding Source policies that include requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

A variety of methods are utilized to monitor the quality of services we provide. Weekly staff meetings are used to identify problem areas and solicit input form staff and managers regarding problems and solutions. Staff meetings are also utilized to keep staff abreast in changes in policies and procedures. When staff members miss the staff meeting the program service coordinator provides a written copy of the policy and/or procedure for the staff member to read in a defined time period and submit a signature indicating that the policy and/or procedure has been read. Each Family Specialist/Therapist and Community Liaison receives weekly individual clinical and administrative supervision. In addition, all clinical staff receives two hours weekly group consultation providing the opportunity to discuss specific cases, issues related to the therapeutic relationship and/or to discuss emerging themes in treatment across clinicians (i.e. working with borderline clients, treating trauma and grief, etc.). Consultation and review of client plan of care and client cases are provided by the clinical supervisor. Family Specialists/Therapists and Community Liaison attend ongoing trainings and in-services regarding topics on best-practices with regards to African American theory and treatment.

The CYF Director monitors units, service, spending and individual staff productivity on a monthly basis through the use of the Avatar reports and various internal reports. Where indicated, authorization for client enrollment will be done through Westside ICYF – Child and Adolescent Outpatient PURQ Committee. Clients and/or parents complete Satisfaction Surveys twice during contract term and the results are utilized to improve the program where indicated by client feedback.

In accordance to CBHS requirements, Westside has formulated and begun to implement the following activities to continue its' move towards integrated behavioral health services:

- We developed written protocols and procedures that describe welcoming, empathetic, and hopeful clinical practices. These protocols include the expectation that staff members use non-blaming, non-judgmental, hopeful language in relationship to clients.

- Staff competencies will be developed to reflect the knowledge and skills necessary for success in a agency that serves individuals with co-occurring disorders. This initial set of competencies will include, at a minimum, elements related to welcoming and cultural competence.

- Advanced staff competencies will be developed for supervisory staff. These staff members are leaders in the organization and, as such, they will be expected to lead the agency in its progress toward the development of a Continuous, Comprehensive, Integrated, System of Care (CCISC).

- A training program will be implemented to develop and maintain staff competencies related to co-occurring disorders.

City Fiscal Year *(CBHS only)*: **07/01/10– 06/30/11**

1. **Program Name:** Westside Child, Youth & Family SED Program (Westside SED)
   Program Address: 1140 Oak Street
   City, State, Zip Code: San Francisco, CA 94117
   Telephone: (415) 431-8252
   Facsimile: (415) 431-3195

2. **Nature of Document**

   ☒ **New** ☐ **Renewal** ☐ **Modification**

3. **Goal Statement**
   The goal of Westside SED is to provide a comprehensive and integrated approach to care that includes mental health treatment and mental health consultation that is both clinic and community based.

4. **Target Population**

   Overall, Westside CYF aims to provide a continuum of care that includes prevention, early intervention and treatment for individuals impacted by violence, poverty, discrimination, mental illness and substance abuse.

   The target populations of the *Westside SED/MH Partnership* are children enrolled in the identified SFUSD special education classrooms. Consultation services are provided to the identified classroom teacher, school principal, and other school staff as assigned by the principal.

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

   A. **Modality of service/intervention**
   SED Partnership: see CRDC.

   B. **Definition of Billable Services**

   The SED program will serve **20** unduplicated clients during the fiscal year. Service modalities include:

   Direct Services – The program will deliver **52,253** units of direct services for FY 10/11 (a service unit is defined as 1 staff minute), including:

   Crisis Intervention
   "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of abeneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy.

   Medication Support Services
   "Medication Support Services" means those services which include prescribing, administering, dispensing and monitoring of psychiatric medication or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and sited effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

   Mental Health Services
   "Mental Health Services" means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not

provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Assessment
"Assessment" means a service activity which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

Collateral
"Collateral" means a service activity to a significant support person in a beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

Therapy
"Therapy" means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction a means to improve functional impairments. Therapy may be delivered to an individual or a group of beneficiary and may include family therapy at which the beneficiary is present.

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

Outreach and Linkage services
"Outreach Services" are activities and projects directed toward 1) strengthening individual's and communities' skills and abilities to cope with stressful life situations before the onset of such events, 2) enhancing and/or expanding agencies' or organizations' mental health knowledge and skills in relation to the community-at-large or special population groups, 3) strengthening individuals' coping skills and abilities during a stressful live situation through short-term intervention and 4) enhancing or expanding knowledge and skills of human services agency staff to handle the mental health problems of particular clients.

Indirect Services – The program will deliver **320** units of indirect services for FY 10/11 (a service unit is defined as one 60-minute increment of staff minute), including:

Mental Health Indirect Services (SED)
Includes consultation with school staff about student, observations and screenings which are not a part of bilable assessment services, and other classroom and teacher support services.

6. Methodology

Westside Child, Youth & Family Services (Westside CYF) is a comprehensive multi-service program that provides outpatient mental health, school-based mental health and consultation case management and outreach. The focus of the program is to build emotional wellness in children, youth and families by providing treatment, education, consultation/capacity building and support. Referrals are facilitated through our linkages with mental health providers, child care centers, probation, education, health services, group homes, community centers, recreation centers and the Department of Human Services. Westside CYF provides clinic based and community based services. One of the unique areas of expertise of Westside CYF services is our outreach and capacity to

serve children and youth where they are. Westside CYF prides itself on having a multi-disciplinary team comprised of psychiatrists, licensed and unlicensed/waivered mental health professionals, educators and early childhood specialists.

SED/MH Partnership

The overall goal of the SED/MH partnership is to provide mental health consultation to school personnel and treatment to youth enrolled in special education classrooms. To ensure that the environment is better able to support the youth's growth and development, the mental health therapists provide consultation/capacity building for the special education classroom and school. Interactive and creative interventions such as art therapy, group therapy, social skills groups in addition to traditional individual therapies are utilized in order to maximize the accessibility of interventions for the severely emotionally disturbed youth served at the identified school sites.

Mental health treatment services will be provided to all eligible ED children in the classroom, who meet the IEP requirements. The Westside CYF SED/MH Partnership will provide mental health services to the following classrooms:

Tenderloin Elementary School
627 Turk St
SF, CA 94102
1 Partnership Unit/One ED Classroom

Civic Center Secondary
727 Golden Gate
SF, CA 94102
1 Partnership Unit/One ED Classroom

Leonard Flynn Elementary School
1.0 Partnership Units/One ED Classroom

Visitacion Valley Middle School
450 Raymond Avenue
San Francisco, CA 94134
1 Partnership Units/Two ED Classroom

John O'Connell High School
2355 Folsom Street
San Francisco, CA 94110
(415) 695-5370
1 Partnership Unit/One ED Classroom

Junipero Serra Elementary
625 Hollypark Circle
San Francisco, CA 94110
(415) 695-5685
1 Partnership Unit /One ED Classroom

Sheridan Elementary
431 Capitol Ave
San Francisco, CA 94112
1 Partnership Unit/1 ED Classroom

Assessment phase: Each child with ED status at each classroom is observed by the mental health therapist, the child's teacher and other school personnel. The clinician completes a CANS assessment at intake, and yearly after that. Based on observations and the CANS assessment, as well as input from the child's family, teacher and other significant persons, a behavioral plan with clear, observable goals is established. Mental health services including weekly individual and group sessions are begun after consent and intake with the parents or guardian. In addition to weekly sessions, therapists consult with each client's teacher, parent/guardian, and other caregivers on a regular basis to monitor the child's functioning. Monthly Outcome Data reports are completed by both the therapist and teacher.
In addition to the Partnership model, the SED/MH Partnership utilizes a strengths-based approach, working to transition clients based on their progress. If a child clearly needs a more thorough assessment, they are referred to the Westside Outpatient program for an evaluation by the psychiatrist. The psychiatrist, outpatient case manager and the SED/MH Partnership therapist then work in conjunction to make recommendations in the plan of care, consulting with the client and family. Substance abuse screening is part of the Westside SED assessment process. Although we do offer prevention /early experimentation education and support, in addition to treatment for dually diagnosed clients, we refer our higher level substance abuse/ dependent young clients to the Behavioral Health Access Program (BHAP), Bay View Hunters (BVHP), Morrisania West Yores Day Treatment, and other San Francisco partners.

Treatment phase: Ongoing care of each participant is coordinated through collaboration between the therapist and other individuals and systems in the child's life (such as parent, group home, foster parent, teacher, social worker, probation officer, etc.) Progress toward behavioral goals is the focus of sessions. Connection with the family is maintained in order to reinforce the behavior plan, recognize developmental assets, and teach effective parenting techniques to use at home. Partnership therapists consult with special education teachers on a weekly basis to discuss and implement group rules, classroom management techniques, and classroom structure.

Continuous monitoring of what works (or doesn't) using systematic data: The clinician completes a CANS assessment at intake, and yearly after that. Monthly Outcome Data reports are completed by both the therapist and teacher. Therapists discuss all cases in weekly staff supervision and group meetings, and document summaries of clinical sessions. May/October rating scales are provided for personnel at each site as a way for them to assess the performance of Westside therapist/consultants, to identify what is working and what needs improvement. The Westside Program Manager reviews these evaluations with each therapist/consultant to open discussion on how to improve their skill sets and relationships with the teaching staff, as well as the services they provide and effectively allocating time to consulting and direct services.

Linking intervention strategies and supports across school and home: Westside involves parents as active and equal partners in care by listening and respecting their input, meeting them where they are (including home visits), seeking solutions together to address behaviors of concern, and providing information without blame. Westside personnel are sensitive to the environmental factors that confront families experiencing multiple survival problems. They endeavor to reduce the feelings of alienation that may deter parents from participating in services due to cultural and linguistic differences.

Termination phase: Termination of Partnership services begins with each individual and group several weeks before the end of the school year. If the client is returning to the same classroom the next year, the therapist will discuss an interim behavioral plan with the participant and their family, to be followed up on when the child returns to school. If a child will not be returning to the same school or is performing well enough to be mainstreamed the following year, the therapist will discuss and recommend continued services, offering referrals and case management in the interim, or a maintenance plan with the family. Therapists maximize the limited time they have at school sites by collaborating and consulting with the school staff in order to empower them and provide them with the abilities to do their jobs better. Westside is able to leverage its other services to see children and families in need that are not in the SED partnerships by seeing them as part of the outpatient program.

7. Objectives and Measurements

A.1.a
The total number of acute inpatient hospital episodes used by clients in Fiscal Year 2010-11 will be reduced by at least 15% compared to the number of acute inpatient hospital episodes used by these same clients in Fiscal Year 2009-10. 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 their treatment goals at discharge. Data may be available in Avatar.

A.1.f
Providers will ensure that all clinicians who provide mental health services are certified in the use of the Child and Adolescent Needs and Strengths (CANS). New employees will have completed the CANS/Avatar training within 30 days of hire.

A.1.g
Clients with an open episode, for whom two or more contacts had been billed within the first 30 days, should have both the initial CANS 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.

A.1.h
CYF agency representatives attend regularly scheduled SuperUser calls. For the purpose of this performance objective, an 80% attendance of all calls will be considered a passing score.

A.1.i
Outpatient clients opened will have a Re-assessment/Outpatient Treatment Report in the online record within 30 days of the 6 month anniversary of their Episode Opening date and every 6 months thereafter.
Day Treatment clients have a Re-assessment/Outpatient Treatment report in the online record within 30 days of the 3 month anniversary of their episode opening date, and every 3 months thereafter. For the purpose of this program performance objective, a 100% completion rate will be considered a passing score.

A.1.j
Outpatient clients opened will have an updated Treatment Plan in the online record within 30 days of the 6 month anniversary of their Episode Opening. For the purpose of this program performance objective, a 100% 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.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 60 days of admission for adult mental health treatment providers as measured by AVATAR indicating clients engaged in the treatment process._

Objective F.1: Health Disparity in African Americans
To improve the health, well-being, and quality of life of African Americans living in San Francisco

F.1.a
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available.

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

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

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

F.1.c Active engagement with primary care provider
75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.

Objective G.1: Alcohol Use/Dependency

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

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

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

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

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

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

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

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

8. Continuous Quality Improvement

Westside CYF monitors the quality of the services we provide from intake to discharge in order to maintain a high quality of mental health services we provide. In addition, our CQI measures provide Westside CYF information about ways we can enhance and improve our services. Westside CYF will adhere to quality management guidelines as outlined by the Health Commission, Local, State, Federal and/or Funding Source policies that include requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

A variety of methods are utilized to monitor the quality of services we provide. Weekly staff meetings are used to identify problem areas and solicit input from staff and managers regarding problems and solutions. Staff meetings are also utilized to keep staff abreast in changes in policies and procedures. When staff members miss the staff meeting the Site Supervisor provides a written copy of the policy and/or procedure for the staff member to read in a defined time period and submit a signature indicating that the policy and/or procedure has been read. Each Mental Health Therapist receives weekly individual supervision. In addition, all clinical staff receives two hours weekly group supervision providing the opportunity to discuss specific cases, issues related to the therapeutic relationship and/or to discuss emerging themes in treatment across clinicians (i.e. working with borderline clients, treating trauma and grief, etc.). Consultation and review of client plan of care and client cases are provided by the clinical supervisor. Mental Health Therapist attend ongoing trainings and in-services regarding topics on best-practices with regards to therapy.

The CYF Director monitors units, service, spending and individual staff productivity on a monthly basis through the use of the INSYST reports and various internal reports. Where indicated, authorization for client enrollment will be done through Westside CYF – Child and Adolescent Outpatient PURCQ Committee. Clients and/or parents complete Satisfaction Surveys twice during contract term and the results are utilized to improve the program where indicated by client feedback.

In accordance to CBHS requirements, Westside has formulated and begun to implement the following activities to continue its' move towards integrated behavioral health services:

- We developed written protocols and procedures that describe welcoming, empathetic, and hopeful clinical practices. These protocols include the expectation that staff members use non-blaming, non-judgmental, hopeful language in relationship to clients.

- Staff competencies will be developed to reflect the knowledge and skills necessary for success in a agency that serves individuals with co-occurring disorders. This initial set of competencies will include, at a minimum, elements related to welcoming and cultural competence.

- Advanced staff competencies will be developed for supervisory staff. These staff members are leaders in the organization and, as such, they will be expected to lead the agency in its progress toward the development of a Continuous, Comprehensive, Integrated, System of Care (CCISC).

- A training program will be implemented to develop and maintain staff competencies related to co-occurring disorders.

1. **Program Name:** **Westside Methadone Maintenance Treatment Program**
2. **Program Address:** **1301 Pierce Street**
   City, State, Zip Code: San Francisco, CA 94115
   Telephone: **(415) 563-8200**
   Facsimile: **(415) 563-5985**

3. **Nature of Document**

   ☐ **New** ☒ **Renewal** ☐ **Modification**

4. **Goal Statement**

   The goal of the Westside Methadone Maintenance Treatment Program is to provide Methadone treatment for opiate addiction to reduce the impact of opiate abuse and addiction on adults who are emotionally, physically and socially impaired due to the use of opiates. Methadone maintenance stabilizes patient's lives, increases the chances for legitimate employment, and decreases use of opiates and other drugs.

5. **Target Population**

   This program serves all adult residents of the City & County of San Francisco regardless of race, ethnic background, gender and sexual orientation that are opiate addicted and multi-diagnosed. The targeted populations include:

   - African American and other people of color
   - Neighborhoods of BVHP, Western Addition, Tenderloin and South of Market area
   - Homeless, living in streets, living in shelters, etc.

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

   A. Methadone Maintenance

   B. During Fiscal Year 2010-10, 123,063 units of service (UOS) will be provided to 362 Unduplicated Clients, consisting of treatment, prevention, or ancillary services as specified in the unit of service definition for each modality and as measured by AVATAR and documented by counselors' case notes and program records.

   C. The unit of service for a Narcotic Treatment Program is based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and the Title 22, Medi-Cal Protocols. One unit of service for a Narcotic Treatment Program is defined as either one dose of Methadone (either for clinic consumption or take-home) or one 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review and crisis intervention.

7. **Methodology**

Mission Statement: The mission of Westside Community Services is to foster, promote, advocate for, and provide the highest quality care for our clients. Westside provides mental health care, drug abuse prevention and treatment, AIDS-related services, and other social services for the youth and adult residents of the City and County of San Francisco. Westside focuses on providing treatment to African Americans and other children, youth and adults who have been marginalized due to poverty, race, mental illness, substance abuse, HIV/AIDS and homelessness.

The mission of the Westside Methadone Treatment Program (WMTP) is to provide methadone maintenance

treatment and methadone detoxification services to adults 18 years and older who are addicted to heroin. WMTP provides addiction counseling using a harm reduction approach and a comprehensive social service assessment and referral services.

Program Description: Methadone is a long-acting oral opioid analgesic that suppresses symptoms of opioid withdrawal and reduces craving for opioids without inducing sedation or euphoria. Maintenance treatment for opiate addiction involves the daily dispensing of methadone, urine drug screens, and long-term outpatient counseling. Because methadone is administered orally, MMT is also effective HIV prevention and reduces the frequency of injecting and syringe sharing. By reducing or eliminating illicit opiate use, methadone treatment provides strong personal and social benefits by reducing criminal behavior and arrest rates of clients in treatment. Methadone maintenance can stabilize client's lives, increase legitimate employment, and decrease the use of heroin other illicit drugs. Co-occurring mental health and substance abuse disorders are the norm, not the exception. Strong levels of service coordination are needed to improve client outcomes. This may be achieved through consultation, collaboration, referral, or integration. Clients' needs will be appropriately addressed at whatever point they enter the system. Every door is "the right door," and referrals will be actively guided.

Strategies: Cultural competence of the communities it serves is central to Westside's treatment philosophy. Through cultural knowledge and awareness, Westside is able to develop and deliver effective treatment that is tailored to meet the needs of the individual and his/her family. The therapeutic strategies employed in treatment are strengths-based and focus on harm reduction as a positive path towards recovery. Clients are involved in every aspect of their treatment, which is based on their own self-identified needs and goals, allowing them to define their own success. Westside embraces family-focused treatment and values the power of the family unit as a source of strength during treatment. The Westside staff works to empower clients and their families to work together towards their goals of recovery and helps to create a community support network to make successful treatment possible.

Methadone Hydrochloride, a narcotic replacement drug, is used to maintain the client in order to provide individual, group and family therapy and special groups including relapse prevention, and HIV prevention. Clients are referred from the SFDPH Centralized Opiate Program Evaluation (COPE) unit, the Treatment Access Program, Project Homeless Connect, other providers, or self referral. Criteria for admission are mandated by Title 9. Clients must be at least 18 years of age and must provide proof of addiction at the time of admission.

Schedule: Westside Methadone Program operates 365 days per year. We are open during the hours of 7:00AM-3:30PM. Dosing hours are Monday - Friday, 7:00 a.m.–11:00 a.m. and 12:00 p.m.– 2:00 p.m. On Weekends and Holidays dosing hours are 8:00 a.m-11:00 a.m. We accept admission for maintenance Monday – Friday by appointment only.

Progression: When a slot becomes available, the COPE program is notified of the available slot and referrals are accepted if available. If COPE has no appropriate referrals, slots are available to clients referred from other clinics or self referral. Clients are assigned a counselor who is responsible for the assessment, treatment plans, monthly random urine specimen collection, case management, counseling, and referrals to community resources when needed. Upon successful termination, a discharge summary and written follow-up plan is established for each client prior to discharging from the program.

Linkages: Westside utilizes both internal agency services and community resources to meet client needs. Clients are referred by case management for services according to their needs. Clients with co-occurring mental disorders are referred to other resources in Westside's continuum of care. Methadone Maintenance clients who become incarcerated will continue to receive Methadone through the Bayview-Hunters Point Methadone Program. Those clients needing primary medical care are referred to Maxine Hall Health Clinic located adjacent to WMTP. Pregnant women are referred for methadone maintenance treatment to Bay Area Addiction Research and Treatment (BAART) perinatal program, Family Addiction and Children for Education and Treatment (FACET). Additionally, Westside Methadone Treatment Program maintains close relationships with other methadone providers and the

Program Management is active in community substance abuse treatment and advocacy groups throughout the City and County.

8. Performance/Outcome Objectives and Measurements

A.1: Reduced Psychiatric Symptoms

A.1.a During Fiscal year 2010-11 the total number of acute inpatient hospital episodes used by clients 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. Note: Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Data Source:
CBHS Avatar system.

Client Inclusion Criteria:
Clients admitted/discharged between July 1, 2010 and June 30, 2011.

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

A.2 Reduce Substance Abuse

A.2.a(i). During Fiscal Year 2010-11, at least 60% of discharged clients will have successfully completed treatment or will have left before completion with satisfactory progress as measured by Avatar discharge codes.

Data Source:
CBHS CalOMS Avatar discharge status field, codes #11, 12, 13 and 14.

Client Inclusion Criteria:
Clients discharged between July 1, 2010 and June 30, 2011.

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

A.2.a(ii). 70% of clients admitted into methadone treatment will still be in treatment for 12months after admission.

Data Source:
CBHS Avatar episode status.

Client Inclusion Criteria:
Clients admitted between July 1, 2010 and June 30, 2011.

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

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

Data Source:
CalOMS.

Client Inclusion Criteria:
Clients discharged between July 1 2010 and June 30, 2011.

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

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

Data Source:
CalOMS.

Client Inclusion Criteria:
Clients discharged between July 1, 2010 and June 30, 2011.

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

A.3 Increase Stable Living Environment

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

Data Source:
CalOMS/ Avatar status fields.

Client Inclusion Criteria:
Clients admitted between July 1, 2010 and June 30, 2011.

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

F.1 Health Disparity in African Americans

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

Data Source:
Avatar Health Monitoring Section.

Client Inclusion Criteria:
Clients admitted and clients whose annual dates are between July 1, 2010 and June 30, 2011.

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

F.1b. 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.

Data Source:
Avatar system will allow electronic documentation of such information.

Client Inclusion Criteria:
Clients admitted and clients whose annual dates are between July 1, 2010 and June 30, 2011.

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

F.1c. 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.

Data Source:
Avatar system will allow electronic documentation of such information.

Client Inclusion Criteria:
Clients discharged between July 1, 2010 and June 30, 2011.

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

G.1 Alcohol Use/Dependency

G.1a. Information on self-help alcohol and drug addiction recovery groups (such as Alcholics 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 when appropriate at all program sites.

Data Source:
Cultural Competency unit will compile the informing material on self-help and recovery groups and make available to all contractors by September 2010.

Client Inclusion Criteria:
N/A.

Program Review Measurement:
N/A

G.1b. 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 Mangers about the interventions.

Data Source:
Self report of interventions to program manager.

Program Review Measurement:
Objective will be evaluated quarterly during the 12-month period from July 1, 2010 to June 30, 2011.

H.1 Planning for Performance Objective FY 2011 - 2012

H.1a. Remove any barriers to accessing services by African American individuals and families.

Data Source:
System of Care, Program Review, and Quality Improvement Unit will provide feedback to contractor/clinic via new client survey with suggested interventions.

Program Review Measurement:
Clinic will establish performance improvement objective for the following year, based on feedback from the survey.

Program Name: Westside Methadone Treatment Program – Long Term Detoxification Program

Program Address: 1301 Pierce Street
City, State, Zip Code: San Francisco, CA 94115
Telephone: (415) 563-8200
Facsimile: (415) 563-5985

1. **Nature of Document**

☐ New ☒ Renewal ☐ Modification

2. Goal Statement

The goal of the Westside Methadone Detoxification Treatment Program is to provide Methadone treatment for opiate addiction to reduce the impact of opiate abuse and addiction on adults who are emotionally, physically and socially impaired due to the use of opiates. Methadone Detoxification is used to reduce/eliminate opiate and illicit drug use associated criminal activities, reduce the transmission of infectious diseases and improve family, social, employment and parenting skills.

3. **Target Population**

This program serves all adult residents of the City & County of San Francisco that are opiate addicted or multi-diagnosed. The targeted populations include:

- African American and other people of color
- Neighborhoods of BVHP, Western Addition, Tenderloin and South of Market area
- Homeless, living in streets, living in shelters, etc.

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

A. Methadone Long Term Detoxification for 180 days.

B. During Fiscal Year 2010-10, 1,571 units of service (UOS) will be provided to 7 Unduplicated Clients1consisting of treatment, prevention, or ancillary services as specified in the unit of service definition for each modality and as measured by AVATAR and documented by counselors' case notes and program records.

C. The unit of service for a Narcotic Treatment Program is based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols, and the Title 22, Medi-Cal Protocols. One unit of service for a Narcotic Treatment Program is defined as either one dose of Methadone (either for clinic consumption or take-home) or one 10 minute period of face-to-face individual or group counseling to include assessment, treatment planning, collateral counseling to family and friends, medication review and crisis intervention.

5. **Methodology**

Mission Statement:
The mission of Westside Community Services is to foster, promote, advocate for, and provide the highest quality care for our clients. Westside provides mental health care, drug abuse prevention and treatment, AIDS-related services, and other social services for the youth and adult residents of the City and County of San Francisco. Westside focuses on providing treatment to African Americans and other children, youth and adults who have been marginalized due to poverty, race, mental illness, substance abuse, HIV/AIDS and homelessness.

The mission of the Westside Methadone Treatment Program (WMTP) is to provide methadone maintenance

treatment and methadone detoxification services to adults 18 years and older who are addicted to heroin. WMTP provides addiction counseling using a harm reduction approach and a comprehensive social service assessment and referral services.

Program Description: Westside views opiate addiction as a medical problem with profound consequences to those who are addicted and to society. By reducing or eliminating illicit opiate use, methadone, a long-acting oral opioid analgesic that suppresses symptoms of opioid withdrawal and reduces craving for opioids without inducing sedation or euphoria. By reducing or eliminating illicit opiate use, methadone treatment provides strong personal and social benefits by reducing criminal behavior and arrest rates of clients in treatment and helps to stabilize the client's life, increases the chances of legitimate employment and decreases the use of other illicit drugs. Detoxification treatment for opiate addiction involves the daily dispensing of methadone, urine drug screens, and short-term outpatient counseling. We believe that with proper medical intervention and counseling support, those who are opiate-addicted can successfully withdraw from heroin or choose to participate in a longer term methadone maintenance program. The program utilizes a harm reduction approach to support clients in developing the motivation to become drug free or free of dependence on illicit drugs. Because methadone is administered orally, it is also effective HIV prevention and reduces the frequency of injecting and syringe sharing. Co-occurring mental health and substance abuse disorders are the norm, not the exception. Strong levels of service coordination are needed to improve client outcomes. This may be achieved through consultation, collaboration, referral, or integration. Clients' needs will be appropriately addressed at whatever point they enter the system. Every door is "the right door," and referrals will be actively guided.

Strategies: Cultural competence of the communities it serves is central to Westside's treatment philosophy. Through cultural knowledge and awareness, Westside is able to develop and deliver effective treatment that is tailored to meet the needs of the individual and his/her family. The therapeutic strategies employed in treatment are strengths-based and focus on harm reduction as a positive path towards recovery. Clients are involved in every aspect of their treatment, which is based on their own self-identified needs and goals, allowing them to define their own success. Westside embraces family-focused treatment and values the power of the family unit as a source of strength during treatment. The Westside staff works to empower clients and their families to work together towards their goals of recovery and helps to create a community support network to make successful treatment possible.

Admission to the Westside Methadone Long-Term Detoxification Program is mandated by Title 9 admission criteria that requires clients to be at least 18 years of age and to show proof of addiction at the time of admission. Detoxification episodes are up to 180 days in length. Clients are referred from the SFDPH Centralized Opiate Program Evaluation (COPE) unit, the Treatment Access Program, Project Homeless Connect, other providers, or self referral. Criteria for admission are mandated by Title 9.

Methadone Hydrochloride, a narcotic replacement drug, is prescribed by the Program Medical Director for each individual client. A detoxification-dosing schedule is followed to taper the client's dose over the next 180 days. Clients are assigned to a treatment counselor who along with the client and medical staff is responsible for developing the initial treatment plan. The assigned counselor is also responsible for the assessment, monthly random urine specimen collection, case management, individual counseling, and referrals to community resources when needed. During the detoxification period, all clients receive HIV risk counseling and information regarding hepatitis infections. Those clients unable to successfully detox are encouraged to consider the Methadone Maintenance Program. These clients are either admitted to the Methadone Maintenance Program, placed on a waiting list and/or referred to another Methadone Maintenance Program that has available slots.

Schedule: The long-term detoxification program operates 365 days per year. The program is open daily between the hours of 7:00 a.m. and 3:30 p.m. Dosing hours are Monday - Friday, 7:00 a.m.–11:00 a.m. and 12:00 p.m. – 2:00 p.m. On Weekends and Holidays dosing hours are 8:00 a.m-11:00 a.m. We accept admission for detox Monday – Friday by appointment only when space is available.

Progression: When a slot becomes available, the COPE program is notified of the available slot and referrals are

accepted if available. If COPE has no appropriate referrals, slots are available to clients referred from other clinics or self referral. Clients are scheduled for an intake appointment with a Treatment Counselor. During the intake process an assessment is completed by both the intake counselor and the medical director. Clients are also assigned a counselor who is responsible for the assessment, treatment plans, monthly random urine specimen collection, case management, counseling, and referrals to community resources when needed. Clients are then allowed to dose and will receive doses on a daily basis for the next 180 days. Upon successful termination, a discharge summary and written follow-up plan is established for each client prior to discharging from the program.

Linkages: Westside utilizes both internal agency services and community resources to meet client needs. Clients are referred by case management for services according to their needs. Clients with co-occurring mental disorders are referred to other resources in Westside's continuum of care. Methadone clients who become incarcerated will continue to receive Methadone through the Bayview-Hunters Point Methadone Program. Those clients needing primary medical care are referred to Maxine Hall Health Clinic located adjacent to WMTP. Pregnant women are referred for methadone maintenance treatment to Bay Area Addiction Research and Treatment (BAART) perinatal program, Family Addiction and Children for Education and Treatment (FACET). Additionally, Westside Methadone Treatment Program maintains close relationships with other methadone providers and the Program Management is active in community substance abuse treatment and advocacy groups throughout the City and County.

6. Performance/Outcome Objectives and Measurements

A.1: Reduced Psychiatric Symptoms

A.1.a During Fiscal year 2010-11 the total number of acute inpatient hospital episodes used by clients 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. Note: Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.

Data Source:
CBHS Avatar system.

Client Inclusion Criteria:
Clients admitted/discharged between July 1, 2010 and June 30, 2011.

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

A.2 Reduce Substance Abuse

A.2.a(i). During Fiscal Year 2010-11, at least 60% of discharged clients will have successfully completed treatment or will have left before completion with satisfactory progress as measured by Avatar discharge codes.

Data Source:
CBHS CalOMS Avatar discharge status field, codes #11, 12, 13 and 14.

Client Inclusion Criteria:
Clients discharged between July 1, 2010 and June 30, 2011.

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

A.2.a(ii). 70% of clients admitted into methadone treatment will still be in treatment for 12months after admission.

Data Source:
CBHS Avatar episode status.

Client Inclusion Criteria:
Clients admitted between July 1, 2010 and June 30, 2011.

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

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

Data Source:
CalOMS.

Client Inclusion Criteria:
Clients discharged between July 1 2010 and June 30, 2011.

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

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

Data Source:
CalOMS.

Client Inclusion Criteria:
Clients discharged between July 1, 2010 and June 30, 2011.
Program Review Measurement:
Objective will be evaluated based on a 12-month period from July 1, 2010 to June 30, 2011.

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

Data Source:
CalOMS/ Avatar status fields.

Client Inclusion Criteria:
Clients admitted between July 1, 2010 and June 30, 2011.

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

F.1 Health Disparity in African Americans

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

Data Source:
Avatar Health Monitoring Section.

Client Inclusion Criteria:
Clients admitted and clients whose annual dates are between July 1, 2010 and June 30, 2011.

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

F.1b. 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.

Data Source:
Avatar system will allow electronic documentation of such information.

Client Inclusion Criteria:
Clients admitted and clients whose annual dates are between July 1, 2010 and June 30, 2011.

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

F.1c. 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.

Data Source:
Avatar system will allow electronic documentation of such information.

Client Inclusion Criteria:
Clients discharged between July 1, 2010 and June 30, 2011.

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

G.1 Alcohol Use/Dependency

G.1a. Information on self-help alcohol and drug addiction recovery groups (such as Alcholics 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 when appropriate at all program sites.

Data Source:

Cultural Competency unit will compile the informing material on self-help and recovery groups and make available to all contractors by September 2010.

Client Inclusion Criteria:
N/A.

Program Review Measurement:
N/A

G.1b. 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 Mangers about the interventions.

Data Source:
Self report of interventions to program manager.

Program Review Measurement:
Objective will be evaluated quarterly during the 12-month period from July 1, 2010 to June 30, 2011.

H.1 Planning for Performance Objective FY 2011 - 2012

H.1a. Remove any barriers to accessing services by African American individuals and families.

Data Source:
System of Care, Program Review, and Quality Improvement Unit will provide feedback to contractor/clinic via new client survey with suggested interventions.

Program Review Measurement:
Clinic will establish performance improvement objective for the following year, based on feedback from the survey.

1. **Program Name:** Westside CTL **(HIV Counseling, Testing, and Linkages)**
   Program Address: 2 45 11th Street
   City, State, Zip Code: San Francisco, CA 94103
   Telephone: **(415) 355-0311**
   Facsimile: **(415) 355-0358**

2. **Nature of Document**

   ☐ New ☒ Renewal ☐ Modification

3. **Goal Statement**

   The goal of Westside CTL is to reduce the risk of HIV transmission by encouraging HIV counseling, testing, and, if needed, linkage to treatment services. This is an ancillary HIV early intervention cooperative project which expands upon existing substance abuse services.

4. **Target Population**

   Westside's CTL program will target residents of San Francisco 18 years and over who are abusing or addicted to alcohol and other drugs. The targeted populations include:

   - African American and other people of color
   - Neighborhoods of BVHP, Western Addition, Tenderloin and South of Market area
   - Homeless, living in streets, living in shelters, etc.

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

   The Modality for the Counseling, Testing, and Linkages Program is ancillary HIV Early Intervention Services (65) and Case Management (68). The interventions are designed to prevent and delay the progression of HIV by encouraging HIV counseling, testing, the use of harm reduction strategies, and linkage of HIV positive clients to health services..

   Units of Service

   A. Early Intervention – Group
      One unit of ancillary service is defined as one face to face contact per day of at least thirty minutes duration between a member of the target population and a staff person for the purpose of providing HIV information, risk reduction education, and referral in a group setting.

   B. Early Intervention – Individual
      One unit of ancillary service is defined as one face to face contact per day of at least five minutes duration between a member of the target population and a staff person for the purpose of providing HIV information, risk reduction education, and/or testing.

   C. Case Management
      One unit of ancillary service is defined as one face to face or telephonic contact per day of at least five minutes duration between a member of the target population and a staff person for the purpose of information, risk reduction, education, linkage, or case management. These activities may include efforts to encourage individuals who have been tested to return for their results, linkages with primary care and other supportive services for clients who have tested positive, or to provide continuity of care for individuals who are on waiting lists for services or are reluctant to engage in treatment services. In addition, this service will include a discussion about disclosure to sexual and/or needle sharing partners with those clients who have tested HIV positive..

D. Opt-Out Testing
One unit of ancillary service is defined as one contact between a member of the target population and a staff person for the purpose of HIV testing as a part of regular medical monitoring in Westside's Methadone Treatment Program.

6. Methodology

Mission: The mission of Westside Community Mental Health Center, Inc. is to foster, promote, advocate for, and provide the highest quality mental health care, drug abuse prevention and treatment, AIDS services and other social services for the youth and adult residents of the City and County of San Francisco. The primary focus of Westside is to provide mental health services, drug abuse, prevention, and treatment, AIDS related, and other social service needs to African Americans and other minority communities in the city and county of San Francisco.

Program Description: The CTL program offers behavioral risk assessment and HIV testing services to clients engaged in substance abuse treatment or prevention services. Those individuals at risk for HIV infection with an unknown status are encouraged to complete confidential testing. For the HIV+ client, the primary focus is education regarding safe sex practices, harm reduction, disclosure of status to past and/or current sexual and/or needle sharing partners, and referrals to primary medical care and other resources in the community available to HIV+ individuals. Partners of HIV+ clients are offered HIV Counseling and Testing, referrals to services such as counseling, support groups, substance abuse treatment, STD evaluation and treatment, housing and legal assistance services as needed.

Strategies: Westside's programs take a harm reduction approach to providing services to clients who have alcohol or drug problems or other risky or unsafe health practices. This policy is based on the belief that alcohol and drug problems and other unsafe health practices develop in individuals through a unique interaction of biological, psychological, and social factors. We take a non-judgmental approach to helping people reduce the negative impact of substance abuse, dependence, or other unsafe health practices on their lives.

Utilizing the health theories, interventions and strategies described above, health education and risk reduction (HERR) support groups and individual sessions are scheduled for all clients including drop-ins participating in substance abuse programs. These sessions focus on reducing the risk of HIV disease and transmission, and assist clients to maintain the goals of their negotiated risk reduction plan.

Examples of interventions used include:

1) Instruction and role play with the counselor to enable clients to discuss HIV status openly with sexual partners.
2) Make individual and joint counseling sessions available to partners or significant others including family members.
3) With written consent of the client, partners of clients will be encouraged to participate in CTL services provided by the agency without having to enroll in the substance abuse programs.

Progression: The treatment counselor meets with clients enrolling for treatment at both Westside substance abuse program sites and drop-ins in 1:1 sessions to develop the HIV risk assessment and the behavioral change plan. The risk assessment process will assist in determining the client's readiness for the test and the results. The consent for confidential testing, if the client has decided to test will be done at this time and is done immediately if possible.

A disclosure session will be scheduled for the client to receive the results. The counselor will assist the client to use the information from the risk assessment section to note progress made or barriers reached in the intervening time period. The HIV test result information will be used to restructure the behavioral change plan as needed to support reduced HIV risk activities. Program clients will be referred to support groups and 1:1 sessions at Westside treatment

sites. Drop-in clients will be given referrals for medical and STD clinics, alcohol and other drug counseling and mental health services.

HIV positive clients will be linked to medical sites offering specialized treatment modalities for individuals with HIV disease and programs offering CARE services. HIV negative clients will be referred to agencies that will support their risk reduction efforts.

Schedule: Behavioral risk assessments are scheduled after admission to the substance abuse treatment programs, within the first 30 days of treatment. Subsequent individual counseling sessions are scheduled by appointment with the CTL counselor. Weekly health education and risk reduction groups are also offered at the program sites and clients are informed of the availability of HIV counseling, testing, and linkage services.

Linkages: Westside Community Mental Health Center, Inc. provides a variety of mental health, substance abuse, and HIV/AIDS services, and programs that are easy to access for clients working with the CTL program. In addition, strong ties with organizations that provide a broad range of services are a core strategy in our program. Clients are referred to appropriate services for housing, legal assistance, benefits counseling and medical services as needed. For clients who test HIV positive, Westside has relationships with specific organizations (e.g., the Southeast Center of Excellence) to link these clients directly to health services.

Outreach: The program focuses primarily on clients who are enrolled in the substance abuse and prevention programs at Westside. Outreach efforts also target clients in other programs throughout the city that serve our target populations.

7. Objectives and Measurements

A. Performance/Outcome Objectives

1) During Fiscal Year 2010-11, risk assessments will be provided to **400** unduplicated clients.

2) During the Fiscal Year 2010-11, **1,649** Units of Service will be provided consisting of HIV Early Intervention Individual and Group Contacts and Case Management.

3) During the Fiscal Year, 2010-11, **50%** of clients responding to HIV surveys will report satisfaction with the overall quality of services received.

4) 90% of those clients testing positive will be linked to medical care

5) 100% of clients testing positive will have a discussion with an HIV test counselor about partner disclosure options

B. Other Measurable Objectives

1) The number of risk assessments will be determined by staff documentation of risk assessments completed and verified through client record (risk assessment form). Staff will provide required Client Information Forms and other data to the AIDS Office, HIV Prevention Section (HPS), for data entry.
2) The number of disclosure sessions will be determined by staff documentation of disclosure sessions conducted and verified through the Client Information Form (notation of date and time of disclosure). Staff documentation will be forwarded to HPS for input and reports.
3) The number of individual risk reduction sessions will be determined by staff documentation of sessions conducted, and verified through client RA records. Staff documentation will be forwarded to HPS for input and reports.

4) The number of groups will be determined by staffed documentation of groups conducted. Staff documentation consists of sign in sheets for each group.
5) The Health Educator is responsible for providing direct services and is responsible for all data collection. HPS has agreed to enter all client information collected during HIV counseling and testing sessions and provide required reports. The CTL Coordinator and Division Director will analyze and comment.
6) Westside will strive to achieve a positivity rate of at least 1% by reaching clients who are at risk of HIV infection.
7) 100% of clients who test HIV-positive must be offered partner services (evaluated by evidence of offer in medical chart) and linked to medical care within 3 months of their diagnosis (evaluated by clinic obtaining medical release from client to discuss their HIV status with their primary care provider and provider stating s/he went to first medical appointment or by client self-report of going to first medical visit if client will not sign release)
8) By January 31, 20011, all methadone counselors must complete at least 4 hours of training about how to provide sexual health counseling to sexually active adults, covering topics such as safer sex, HIV, sexually transmitted diseases and general sexual health issues.
9) By January 31, 2011, all methadone counselors must complete at least 4 hours of training about harm reduction practice and using client-centered goal-setting to support clients' HIV risk-reduction strategies.

Appendix B
Calculation of Charges

1. Method of Payment

FFS Option

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

Actual Cost

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1 Westside Outpatient Services

Appendix B-2 Westside Crisis Services

Appendix B-3 Westside Intensive Case Management Program

Appendix B-4 Westside AJANI

Appendix B-5 Westside Child, Youth & Family SED Program

Appendix B-6 Westside Methadone Maintenance Program

Appendix B-7 Westside Methadone Treatment Program

Appendix B-8 Westside Crisis, Testing & Linkage

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **$4,680,339** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

The maximum dollar for each term shall be as follows:

Term	Amount
07/01/2010-06/30/2011	$ 7,091,422
07/01/2011-06/30/2012	$ 7,091,422
07/01/2012-06/30/2013	$ 7,091,422
07/01/2013-06/30/2014	$ 7,091,422
07/01/2014-06/30/2015	$ 7,091,422
07/01/2015-12/31/2015	$ 3,545,711
Contingency	$ 4,680,339
Total	$43,683,160

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

D. Contractor further understands that $762,331 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM07000094 is included in this Agreement and that $1,951,411 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM07000085 is also included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede Contract Numbers BPHM07000094 and BPHM07000085for the Fiscal Year 2010-11.

E. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, -CITY agrees to make initial payments to the CONTRACTOR of Three Hundred Eighty One Thousand One Hundred Sixty Five Dollars ($381,165) for Contract Number BPHM07000094 and Nine Hundred Seventy Five Thousand Seven Hundred Six Dollars ($975,706) for Contract Number BPHM07000085 for a total initial payment of One Million Three Hundred Fifty Six Thousand Eight Hundred Seventy One Dollars ($1,356,871). CONTRACTOR agrees that a reduction shall be made from monthly payments to CONTRACTOR equal to one sixth (1/6) of the initial payment for the period October 1, 2010 through March 31, 2011. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the advance being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

FFS option

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

Actual Cost Option

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

DPH 1: Department of Public Health Contract Budget Summary

CONTRACT TYPE - This contract is: New

If modification, Effective Date of Mod.: # of Mod: VENDOR ID (DPH USE ONLY):

LEGAL ENTITY NUMBER: 00351

LEGAL ENTITY/CONTRACTOR NAME: Westside Community Services

APPENDIX NUMBER	B-1	B-2	B-3	B-4	B-5	
PROVIDER NUMBER	8976	8976	8976	8900	8900	
PROVIDER NAME:	Westside IFSO Outpatient	Westside Crisis	Westside IFSO ACT	Westside Ajani	Westside SED Partnership	TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011	2010-2011	2010-2011	2010-2011	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	882,631	925,568	1,130,932	850,257	117,485	3,906,873
OPERATING EXPENSE	221,891	265,496	413,176	135,429	27,457	1,063,449
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	1,104,522	1,191,064	1,544,108	985,686	144,942	4,970,322
INDIRECT COST AMOUNT	132,543	142,928	185,293	118,282	17,393	596,439
INDIRECT %	12%	12%	12%	12%	12%	12%
TOTAL FUNDING USES:	1,237,065	1,333,992	1,729,401	1,103,968	162,335	5,566,761
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	382,261	412,213	825,887	414,370	32,470	2,067,201
ARRA SDMC FFP (11.59)	88,608	95,551	191,441	96,050	7,530	479,180
STATE REVENUES - click below						-
EPSDT State Match				92,680		92,680
MHSA				35,500		35,500
GRANTS - click below						-
						-
Please enter other funding source here if not in pull down						-
PRIOR YEAR ROLL OVER - click below						-
						-
WORK ORDERS - click below						-
						-
Please enter other funding source here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						-
MediCare	15,762	16,997				32,759
Please enter other funding source here if not in pull down						-
REALIGNMENT FUNDS	182,492	196,791	413,446	220,368	41,168	1,054,265
COUNTY GENERAL FUND	567,942	612,440	298,627	245,000	81,167	1,805,176
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,237,065	1,333,992	1,729,401	1,103,968	162,335	5,566,761
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
						-
						-
STATE REVENUES - click below						-
						-
GRANTS/PROJECTS - click below						-
						-
Please enter other funding source here if not in pull down						-
WORK ORDERS - click below						-
						-
Please enter other funding source here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						-
						-
COUNTY GENERAL FUND						-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH REVENUES	1,237,065	1,333,992	1,729,401	1,103,968	162,335	5,566,761
NON-DPH REVENUES - click below						
						-
TOTAL NON-DPH REVENUES	-	-	-	-	-	-
TOTAL REVENUES (DPH AND NON-DPH)	1,237,065	1,333,992	1,729,401	1,103,968	162,335	5,566,761

Prepared by/Phone #: J. Mark Jenkins, CPA, Chief Financial Officer 4115.431.9150 x313

DPH 1: Department of Public Health Contract Budget Summary

CONTRACT TYPE - This contract is:	Renewal					
If modification, Effective Date of Mod.:	# of Mod:		VENDOR ID (DPH USE ONLY):			
LEGAL ENTITY NUMBER: 19855						
LEGAL ENTITY/CONTRACTOR NAME: Westside Community Services						
APPENDIX NUMBER	B-6	B-7	B-8	B-#	B-#	
PROVIDER NUMBER	3887	3887	3815			
PROVIDER NAME:	Westside Methadone Maint	Westside Methadone Detox	Westside CTL			TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011	2010-2011	-	-	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	986,617	14,909	89,703			1,091,229
OPERATING EXPENSE	253,752	1,562	21,904			277,218
CAPITAL OUTLAY (COST $5,000 AND OVER)	0					0
SUBTOTAL DIRECT COSTS	1,240,369	16,471	111,607	0	0	1,368,447
INDIRECT COST AMOUNT	148,844	1,977	13,393			164,214
INDIRECT %	12%	12%	12%	0%	0%	12%
TOTAL FUNDING USES:	1,389,213	18,448	125,000	0	0	1,532,661
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
						-
STATE REVENUES - click below						-
						-
						-
GRANTS - click below						-
						-
Please enter other funding source here if not in pull down						-
PRIOR YEAR ROLL OVER - click below						-
						-
WORK ORDERS - click below						-
						-
Please enter other funding source here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						-
						-
Please enter other funding source here if not in pull down						-
REALIGNMENT FUNDS						-
COUNTY GENERAL FUND						-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
Drug Medical #95.778	518,702					518,702
SAPT Federal Discretionary #93.959	200,000					200,000
HIV Set-Aside #93.959			125,000			125,000
STATE REVENUES - click below						-
						-
GRANTS/PROJECTS - click below						-
						-
Please enter other funding source here if not in pull down						-
WORK ORDERS - click below						-
						-
Please enter other funding source here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						-
						-
						-
COUNTY GENERAL FUND	662,511	18,448				680,959
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	1,381,213	18,448	125,000	-	-	1,524,661
TOTAL DPH REVENUES	1,381,213	18,448	125,000	0	0	1,524,661
NON-DPH REVENUES - click below						
Patient/Client Fees	8,000					8,000
TOTAL NON-DPH REVENUES	8,000	-	-	-	-	8,000
TOTAL REVENUES (DPH AND NON-DPH)	1,389,213	18,448	126,000	0	0	1,532,661
Prepared by/Phone #: J. Mark Jenkins, CPA, Chief Financial Officer 4115.431.9150 x313						

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

FISCAL YEAR:	2010-2011			APPENIDX #: B-1 Page 1		
LEGAL ENTITY NAME:	Westside Community Services			PROVIDER #: 8976		
PROVIDER NAME:	Westside IFSO Outpatient		Westside IFSO	Westside Ajani		
REPORTING UNIT NAME::						
REPORTING UNIT:	89763	89763	89763	89763	89763	
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/60-69	15/70-79	45/10-19	
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP	MH Promotion	TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011	2010-2011	2010-2011	2010-2011	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	146,167	331,341	389,355	5,208	10,560	**882,631**
OPERATING EXPENSE	36,746	83,298	97,883	1,309	2,655	**221,891**
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	**182,913**	**414,639**	**487,238**	**6,517**	**13,215**	**1,104,522**
INDIRECT COST AMOUNT	21,950	49,757	58,469	782	1,585	**132,543**
TOTAL FUNDING USES:	**204,863**	**464,396**	**545,707**	**7,299**	**14,800**	**1,237,065**
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	64,070	145,239	170,669	2,283		382,261
ARRA SDMC FFP (11.59)	14,851	33,666	39,561	530		88,608
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	2,642	5,989	7,037	94	-	15,762
Please enter other here if not in pull down						-
REALIGNMENT FUNDS	30,587	69,337	81,478	1,090		182,492
COUNTY GENERAL FUND	92,713	210,165	246,962	3,302	14,800	567,942
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	**204,863**	**464,396**	**545,707**	**7,299**	**14,800**	**1,237,065**
TOTAL DPH REVENUES	**204,863**	**464,396**	**545,707**	**7,299**	**14,800**	**1,237,065**
NON-DPH REVENUES - click below						
Patient/Client Fees						-
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	**204,863**	**464,396**	**545,707**	**7,299**	**14,800**	**1,237,065**
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]						
UNITS OF TIME[2]	110,737	191,899	122,082	2,039	148	426,905
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	1.85	2.42	4.47	3.58	100.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	1.85	2.42	4.47	3.58	100.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	2.02	2.61	4.82	3.88	N/A	
UNDUPLICATED CLIENTS						325

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

[2]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: 07/01/10

Provider Number (same as line 7 on DPH 1): 8976
Provider Name (same as line 8 on DPH 1): Westside IFSO Outpatient

POSITION TITLE	TOTAL Proposed Transaction Term: 2010-2011 FTE	TOTAL Proposed Transaction Term: 2010-2011 SALARIES	GENERAL FUND & (Agency-generated) OTHER REVENUE Proposed Transaction Term: 2010-2011 FTE	GENERAL FUND & (Agency-generated) OTHER REVENUE Proposed Transaction Term: 2010-2011 SALARIES	Proposed Transaction Term: _____ FTE	Proposed Transaction Term: _____ SALARIES	Proposed Transaction Term: _____ FTE	Proposed Transaction Term: _____ SALARIES	Proposed Transaction Term: _____ FTE	Proposed Transaction Term: _____ SALARIES	Proposed Transaction Term: _____ FTE	Proposed Transaction Term: _____ SALARIES
Agency Medical Director	0.13	24,765	0.13	24,765								
Director of Clinical Services	0.11	18,150	0.11	18,150								
Operations Manager	0.08	4,068	0.08	4,068								
IT Manager	0.08	6,000	0.08	6,000								
Maintenance/Courier	0.08	2,800	0.08	2,800								
Corporate Compliance Manager	0.10	7,500	0.10	7,500								
Adult Division Director	0.22	18,953	0.22	18,953								
Program Manager	0.40	27,331	0.40	27,331								
Nursing Supervisor	0.16	14,607	0.16	14,607								
Clinical Psychologist	0.25	17,846	0.25	17,846								
Nurse Practicioner	0.90	102,960	0.90	102,960								
Psychiatrist	1.10	176,592	1.10	176,592								
Health Info Svcs Clerk III	0.69	27,676	0.69	27,676								
Health Info Svcs Clerk I	0.40	11,934	0.40	11,934								
Clinical Case Manager	4.88	237,504	4.88	237,504								
LVN/Psych Tech	0.29	13,384	0.29	13,384								
TOTALS	9.87	$712,070	9.87	$712,070	0.00	$0	0.00	$0	0.00	$0	0.00	$0
EMPLOYEE FRINGE BENEFITS	24%	$170,561	24%	$170,561	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		**$882,631**		**$882,631**		**$0**		**$0**		**$0**		**$0**

DPH 4: Operating Expenses Detail

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

Provider Number (same as line 7 on DPH 1): 8976
Provider Name (same as line 8 on DPH 1): Westside IFSO Outpatient

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE				
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	Term: 2010-2011	Term: 2010-2011	Term: 2010-2011	Term: 2010-2011	Term:	Term:
Rental of Property	$ 96,679	96,679				
Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 13,727	13,727				
Building Maintenance Supplies and Repair	$ 12,572	12,572				
Security Services	$ 22,953	22,953				
Depreciation	$ 35,561	35,561				
Office Supplies, Postage	$ 4,025	4,025				
Printing and Reproduction	$ 1,000	1,000				
Client Supplies/Services	$ 7,130	7,130				
Client Travel	$ 1,225	1,225				
Insurance	$ 9,836	9,836				
Staff Training	$ 4,400	4,400				
Rental of Equipment	$ 5,002	5,002				
Equipment Repairs & Maintenance	$ 2,928	2,928				
Conferences & Meetings	$ 1,300	1,300				
Advertising	$ 648	648				
Staff Travel-(Local & Out of Town)	$ 2,905	2,905				
TOTAL OPERATING EXPENSE	$221,891	$221,891	$0	$0	$0	$0

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

FISCAL YEAR:	2010-2011				APPENIDX #: B-2 Page 1	
LEGAL ENTITY NAME:	Westside Community Services				PROVIDER #: 8976	
PROVIDER NAME:	Westside Crisis					
REPORTING UNIT NAME::						
REPORTING UNIT:	89764	89764	89764	89764	89764	
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/60-69	15/70-79	45/10-19	
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP	MH Promotion	TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011	2010-2011	2010-2011	2010-2011	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	4,629	9,255	374,855	509,075	27,754	**925,568**
OPERATING EXPENSE	1,328	2,655	107,526	146,027	7,960	**265,496**
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	**5,957**	**11,910**	**482,381**	**655,102**	**35,714**	**1,191,064**
INDIRECT COST AMOUNT	715	1,429	57,886	78,612	4,286	**142,928**
TOTAL FUNDING USES:	**6,672**	**13,339**	**540,267**	**733,714**	**40,000**	**1,333,992**
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	2,125	4,249	172,107	233,732		412,213
ARRA SDMC FFP (11.59)	493	985	39,894	54,179		95,551
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	88	175	7,097	9,637	-	16,997
Please enter other here if not in pull down						-
REALIGNMENT FUNDS	1,015	2,029	82,164	111,583		196,791
COUNTY GENERAL FUND	2,951	5,901	239,005	324,583	40,000	612,440
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	**6,672**	**13,339**	**540,267**	**733,714**	**40,000**	**1,333,992**
TOTAL DPH REVENUES	**6,672**	**13,339**	**540,267**	**733,714**	**40,000**	**1,333,992**
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	**6,672**	**13,339**	**540,267**	**733,714**	**40,000**	**1,333,992**
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]						
UNITS OF TIME[2]	3,606	5,512	120,865	204,948	400	335,331
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	1.85	2.42	4.47	3.58	100.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	1.85	2.42	4.47	3.58	100.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	2.02	2.61	4.82	3.88	N/A	
UNDUPLICATED CLIENTS						1,750

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

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

DPH 3: Salaries & Benefits Detail

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

Provider Number (same as line 7 on DPH 1): 8976
Provider Name (same as line 8 on DPH 1): Westside Crisis

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE									
	Proposed Transaction Term: 2010-2011		Proposed Transaction Term: 2010-2011		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Agency Medical Director	0.18	31,652	0.18	31,652								
Director of Clinical Services	0.03	4,950	0.03	4,950								
Operations Manager	0.10	5,085	0.10	5,085								
IT Manager	0.10	7,500	0.10	7,500								
Maintenance/Courier	0.10	3,500	0.10	3,500								
Corporate Compliance Manager	0.04	3,000	0.04	3,000								
Adult Division Director	0.12	10,338	0.12	10,338								
Program Manager	1.00	65,000	1.00	65,000								
Nursing Supervisor	0.20	18,259	0.20	18,259								
Nurse Practitioner	1.53	178,360	1.53	178,360								
Psychiatrist	1.30	209,477	1.30	209,477								
Health Info Svcs Clerk III	1.25	50,158	1.25	50,158								
Health Info Svcs Clerk I	0.14	4,177	0.14	4,177								
Clinical Case Manager	0.08	3,924	0.08	3,924								
Crisis Specialist	0.43	13,452	0.43	13,452								
LVN/Psych Tech	3.22	148,077	3.22	148,077								
TOTALS	9.82	$756,909	9.82	$756,909	0.00	$0	0.00	$0	0.00	$0	0.00	$0
EMPLOYEE FRINGE BENEFITS	22%	$168,659	22%	$168,659	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		**$925,568**		**$925,568**		**$0**		**$0**		**$0**		**$0**

DPH 4: Operating Expenses Detail

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

Provider Number (same as line 7 on DPH 1): 8976
Provider Name (same as line 8 on DPH 1): Westside Crisis

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE				
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	Term: 2010-2011	Term: 2010-2011	Term: 2010-2011	Term: 2010-2011	Term: _____	Term: _____
Rental of Property	$ 114,822	114,822				
Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 16,442	16,442				
Building Maintenance Supplies and Repair	$ 14,929	14,929				
Security Services	$ 27,256	27,256				
Depreciation	$ 42,228	42,228				
Office Supplies, Postage	$ 4,681	4,681				
Printing and Reproduction	$ 1,000	1,000				
Client Supplies/Services	$ 4,841	4,841				
Client Travel	$ 8,629	8,629				
Insurance	$ 11,679	11,679				
Staff Training	$ 4,597	4,597				
Rental of Equipment	$ 5,940	5,940				
Equipment Repairs & Maintenance	$ 3,477	3,477				
Conferences & Meetings	$ 1,500	1,500				
Advertising	$ 1,475	1,475				
Staff Travel-(Local & Out of Town)	$ 2,000	2,000				
TOTAL OPERATING EXPENSE	**$265,496**	**$265,496**	**$0**	**$0**	**$0**	**$0**

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

FISCAL YEAR:	2010-2011				APPENIDX #: B-3 Page 1	
LEGAL ENTITY NAME:	Westside Community Services				PROVIDER #: 8976	
PROVIDER NAME:	Westside IFSO ACT					
REPORTING UNIT NAME::						
REPORTING UNIT:	8976SP	8976SP	8976SP	8976SP	8976SP	
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/60-69	15/70-79	45/10-19	
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Medication Support	Crisis Intervention-OP	MH Promotion	TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011	2010-2011	2010-2011	2010-2011	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	361,659	322,003	424,568	19,432	3,270	1,130,932
OPERATING EXPENSE	132,129	117,641	155,112	7,099	1,195	413,176
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	**493,788**	**439,644**	**579,680**	**26,531**	**4,465**	**1,544,108**
INDIRECT COST AMOUNT	59,255	52,757	69,562	3,184	535	185,293
TOTAL FUNDING USES:	**553,043**	**492,401**	**649,242**	**29,715**	**5,000**	**1,729,401**
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	264,875	235,831	310,949	14,232		825,887
ARRA SDMC FFP (11.59)	61,398	54,666	72,078	3,299		191,441
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	132,599	118,059	155,664	7,124		413,446
COUNTY GENERAL FUND	94,171	83,845	110,551	5,060	5,000	298,627
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	**553,043**	**492,401**	**649,242**	**29,715**	**5,000**	**1,729,401**
TOTAL DPH REVENUES	**553,043**	**492,401**	**649,242**	**29,715**	**5,000**	**1,729,401**
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	**553,043**	**492,401**	**649,242**	**29,715**	**5,000**	**1,729,401**
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]						
UNITS OF TIME[2]	273,784	188,659	134,698	7,659	50	604,850
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	2.02	2.61	4.82	3.88	100.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	2.02	2.61	4.82	3.88	100.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	2.02	2.61	4.82	3.88	N/A	
UNDUPLICATED CLIENTS						130

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

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

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

TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	**$1,191,064**

CONTRACT TOTAL:	**$1,333,992**

DPH 3: Salaries & Benefits Detail

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

Provider Number (same as line 7 on DPH 1): 8976
Provider Name (same as line 8 on DPH 1): Westside IFSO ACT

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE									
	Proposed Transaction Term: 2010-2011		Proposed Transaction Term: 2010-2011		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Agency Medical Director	0.19	33,411	0.19	33,411								
Director of Clinical Services	0.16	26,400	0.16	26,400								
Operations Manager	0.12	6,102	0.12	6,102								
IT Manager	0.12	9,000	0.12	9,000								
Maintenance/Courier	0.12	4,200	0.12	4,200								
Corporate Compliance Manager	0.15	11,250	0.15	11,250								
Adult Division Director	0.26	22,399	0.26	22,399								
Program Manager	0.50	34,164	0.50	34,164								
Nursing Supervisor	0.25	22,824	0.25	22,824								
Clinical Psychologist	0.25	17,846	0.25	17,846								
Psychiatrist	1.00	160,992	1.00	160,992								
Health Info Svcs Clerk III	0.60	24,174	0.60	24,174								
Health Info Svcs Clerk II	0.80	27,300	0.80	27,300								
Health Info Svcs Clerk I	0.31	9,249	0.31	9,249								
Clinical Case Manager	5.84	286,367	5.84	286,367								
Vocational Rehab Specialist	0.80	38,388	0.80	38,388								
On-Call Worker	1.00	21,000	1.00	21,000								
Relief Team Leader	1.00	65,122	1.00	65,122								
LVN/Psych Tech	1.49	70,737	1.49	70,737								
TOTALS	14.96	$890,925	14.96	$890,925	0.00	$0	0.00	$0	0.00	$0	0.00	$0
EMPLOYEE FRINGE BENEFITS	27%	$240,007	27%	$240,007	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		**$1,130,932**		**$1,130,932**		**$0**		**$0**		**$0**		**$0**

DPH 4: Operating Expenses Detail

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

Provider Number (same as line 7 on DPH 1): 8976
Provider Name (same as line 8 on DPH 1): Westside IFSO ACT

Expenditure Category	TOTAL PROPOSED TRANSACTION Term: 2010-2011	GENERAL FUND & (Agency-generated) OTHER REVENUE PROPOSED TRANSACTION Term: 2010-2011	 PROPOSED TRANSACTION Term: _____	 PROPOSED TRANSACTION Term: _____	 PROPOSED TRANSACTION Term: _____	 PROPOSED TRANSACTION Term: _____
Rental of Property	$ 146,522	146,522				
Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 25,181	25,181				
Building Maintenance Supplies and Repair	$ 19,053	19,053				
Security Services	$ 34,791	34,791				
Depreciation	$ 53,902	53,902				
Office Supplies, Postage	$ 8,576	8,576				
Printing and Reproduction	$ 1,500	1,500				
Client Supplies/Services	$ 21,000	21,000				
Client Travel	$ 6,000	6,000				
Insurance	$ 16,836	16,836				
Staff Training	$ 7,000	7,000				
Rental of Equipment	$ 14,581	14,581				
Equipment Repairs & Maintenance	$ 4,938	4,938				
Conferences & Meetings	$ 500	500				
Emergency Housing	$ 15,096	15,096				
Client/Trainee Stipends	$ 22,700	22,700				
Advertising	$ 1,000	1,000				
Staff Travel-(Local & Out of Town)	$ 14,000	14,000				
TOTAL OPERATING EXPENSE	**$413,176**	**$413,176**	**$0**	**$0**	**$0**	**$0**

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

FISCAL YEAR:	2010-2011				APPENIDX #: B-4 Page 1	
LEGAL ENTITY NAME:	Westside Community Services			PROVIDER #: 8900		
PROVIDER NAME:	Westside Community Services					
REPORTING UNIT NAME::	Westside Ajani					
REPORTING UNIT:	89007	89007	89007	89007	89007	
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/60-69	45/10-19	45/10-19	
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Medication Support	MH Promotion	MH Promotion	TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011	2010-2011	2010-2011	2010-2011	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	49,861	631,825	95,019	46,211	27,341	850,257
OPERATING EXPENSE	7,942	100,637	15,135	7,360	4,355	135,429
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	**57,803**	**732,462**	**110,154**	**53,571**	**31,696**	**985,686**
INDIRECT COST AMOUNT	6,937	87,895	13,218	6,428	3,804	118,282
TOTAL FUNDING USES:	**64,740**	**820,357**	**123,372**	**59,999**	**35,500**	**1,103,968**
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	26,601	337,077	50,692			414,370
ARRA SDMC FFP (11.59)	6,166	78,134	11,750			96,050
STATE REVENUES - click below						
EPSDT State Match	5,950	75,392	11,338			92,680
MHSA					35,500	35,500
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	14,147	179,262	28,959	-		220,368
COUNTY GENERAL FUND	11,876	150,492	22,633	59,999		245,000
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	**64,740**	**820,357**	**123,372**	**59,999**	**35,500**	**1,103,968**
TOTAL DPH REVENUES	**64,740**	**820,357**	**123,372**	**59,999**	**35,500**	**1,103,968**
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	**64,740**	**820,357**	**123,372**	**59,999**	**35,500**	**1,103,968**
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]						
UNITS OF TIME[2]	34,995	338,990	27,600	600	355	402,540
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	1.85	2.42	4.47	100.00	100.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	1.85	2.42	4.47	100.00	100.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	2.02	2.61	4.82	232.80	N/A	
UNDUPLICATED CLIENTS						250

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

[2]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: 07/01/10

Provider Number (same as line 7 on DPH 1): 8900
Provider Name (same as line 8 on DPH 1): Westside Ajani

POSITION TITLE	TOTAL Proposed Transaction Term: 2010-2011 FTE	TOTAL Proposed Transaction Term: 2010-2011 SALARIES	GENERAL FUND & (Agency-generated) OTHER REVENUE Proposed Transaction Term: 2010-2011 FTE	GENERAL FUND & (Agency-generated) OTHER REVENUE Proposed Transaction Term: 2010-2011 SALARIES	Proposed Transaction Term: _____ FTE	Proposed Transaction Term: _____ SALARIES	Proposed Transaction Term: _____ FTE	Proposed Transaction Term: _____ SALARIES	Proposed Transaction Term: _____ FTE	Proposed Transaction Term: _____ SALARIES	Proposed Transaction Term: _____ FTE	Proposed Transaction Term: _____ SALARIES
Agency Medical Director	0.09	15,826	0.09	15,826								
Director of Clinical Services	0.13	21,450	0.13	21,450								
Operations Manager	0.13	6,610	0.13	6,610								
IT Manager	0.13	9,750	0.13	9,750								
Maintenance/Courier	0.13	4,550	0.13	4,550								
Corporate Compliance Manager	0.16	12,000	0.16	12,000								
CYF Division Director	0.48	41,753	0.48	41,753								
Clinical Supervisor	0.45	29,250	0.45	29,250								
Psychiatrist	0.57	112,395	0.57	112,395								
Health Info Svcs Clerk II	0.31	11,581	0.31	11,581								
Health Info Svcs Clerk III	0.82	35,260	0.82	35,260								
Clinical Case Manager	0.75	33,888	0.75	33,888								
Mental Health Therapist	4.25	187,907	4.25	187,907								
Community Liaison II	0.48	17,245	0.48	17,245								
Family Specialist	0.95	61,056	0.95	61,056								
Case Manager/Community Liaison	1.53	52,002	1.53	52,002								
TOTALS	11.36	$652,523	11.36	$652,523	0.00	$0	0.00	$0	0.00	$0	0.00	$0
EMPLOYEE FRINGE BENEFITS	30%	$197,734	30%	$197,734	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		**$850,257**		**$850,257**		**$0**		**$0**		**$0**		**$0**

DPH 4: Operating Expenses Detail

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

Provider Number (same as line 7 on DPH 1): 8900
Provider Name (same as line 8 on DPH 1): Westside Ajani

Expenditure Category	TOTAL PROPOSED TRANSACTION Term: 2010-2011	GENERAL FUND & (Agency-generated) OTHER REVENUE PROPOSED TRANSACTION Term: 2010-2011	 PROPOSED TRANSACTION Term: _____	 PROPOSED TRANSACTION Term: _____	 PROPOSED TRANSACTION Term: _____	 PROPOSED TRANSACTION Term: _____
Rental of Property	$ 17,162	17,162				
Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 29,385	29,385				
Building Maintenance Supplies and Repair	$ 24,789	24,789				
Depreciation	$ 16,750	16,750				
Office Supplies, Postage	$ 3,618	3,618				
Printing and Reproduction	$ 1,536	1,536				
Client Supplies/Services	$ 3,436	3,436				
Client Travel	$ 1,200	1,200				
Insurance	$ 13,932	13,932				
Staff Training	$ 2,919	2,919				
Rental of Equipment	$ 8,558	8,558				
Equipment Repairs & Maintenance	$ 4,450	4,450				
Dues & Subscriptions	$ 450	450				
Educational Materials	$ 2,830	2,830				
Advertising	$ 1,835	1,835				
Staff Travel-(Local & Out of Town)	$ 2,579	2,579				
TOTAL OPERATING EXPENSE	**$135,429**	**$135,429**	**$0**	**$0**	**$0**	**$0**

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

FISCAL YEAR:	2010-2011				APPENIDX #: B-5 Page 1	
LEGAL ENTITY NAME:	Westside Community Services				PROVIDER #: 8900	
PROVIDER NAME:	Westside Community Services					
REPORTING UNIT NAME:	Westside SED Partnership					
REPORTING UNIT:	8900SD	8900SD	8900SD	8900SD		
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/60-69	45/10-19		
SERVICE DESCRIPTION	Case Mgt Brokerage	MH Svcs	Medication Support	MH Promotion		TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011	2010-2011	2010-2011		
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	2,435	84,127	7,764	23,159		117,485
OPERATING EXPENSE	569	19,661	1,815	5,412		27,457
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	**3,004**	**103,788**	**9,579**	**28,571**	**0**	**144,942**
INDIRECT COST AMOUNT	361	12,454	1,149	3,429		17,393
TOTAL FUNDING USES:	**3,365**	**116,242**	**10,728**	**32,000**	**0**	**162,335**
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)	838	28,959	2,673			32,470
ARRA SDMC FFP (11.59)	194	6,716	620			7,530
STATE REVENUES - click below						
EPSDT State Match						
MHSA						-
GRANTS - click below CFDA #:						
						-
Please enter other here if not in pull down						-
PRIOR YEAR ROLL OVER - click below						
						-
WORK ORDERS - click below						
						-
Please enter other here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						
						-
Please enter other here if not in pull down						-
REALIGNMENT FUNDS	1,063	36,717	3,388			41,168
COUNTY GENERAL FUND	1,270	43,850	4,047	32,000		81,167
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	**3,365**	**116,242**	**10,728**	**32,000**	**-**	**162,335**
TOTAL DPH REVENUES	**3,365**	**116,242**	**10,728**	**32,000**	**-**	**162,335**
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	**3,365**	**116,242**	**10,728**	**32,000**	**-**	**162,335**
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]						
UNITS OF TIME[2]	1,819	48,034	2,400	320		52,573
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	1.85	2.42	4.47	100.00		
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	1.85	2.42	4.47	100.00		
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	2.02	2.61	4.82	N/A		
UNDUPLICATED CLIENTS						20

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

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

DPH 3: Salaries & Benefits Detail

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

Provider Number (same as line 7 on DPH 1): 8900
Provider Name (same as line 8 on DPH 1): Westside SED Partnership

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE									
	Proposed Transaction Term: 2010-2011		Proposed Transaction Term: 2010-2011		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 Supervisor	0.20	13,000	0.20	13,000								
Mental Health Therapist	1.75	77,373	1.75	77,373								
TOTALS	1.95	$90,373	1.95	$90,373	0.00	$0	0.00	$0	0.00	$0	0.00	$0
EMPLOYEE FRINGE BENEFITS	30%	$27,112	30%	$27,112	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		$117,485		$117,485		$0		$0		$0		$0

DPH 4: Operating Expenses Detail

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

Provider Number (same as line 7 on DPH 1): 8900
Provider Name (same as line 8 on DPH 1): Westside SED Partnership

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE				
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	Term: 2010-2011	Term: 2010-2011	Term: _____	Term: _____	Term: _____	Term: _____
Rental of Property	$ 2,946	2,946				
Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 5,044	5,044				
Building Maintenance Supplies and Repair	$ 4,255	4,255				
Depreciation	$ 2,875	2,875				
Office Supplies, Postage	$ 621	621				
Printing and Reproduction	$ 264	264				
Client Supplies/Services	$ 590	590				
Educational Materials	$ 4,000	4,000				
Insurance	$ 2,392	2,392				
Staff Training	$. 501	501				
Rental of Equipment	$ 1,469	1,469				
Equipment Repairs & Maintenance	$ 764	764				
Advertising	$ 315	315				
Staff Travel-(Local & Out of Town)	$ 1,421	1,421				
TOTAL OPERATING EXPENSE	$27,457	$27,457	$0	$0	$0	$0

DPH 6: Contract-Wide Indirect Detail

CONTRACTOR NAME: Westside Community Services

DATE: 07/01/10 **FISCAL YEAR: 2010-2011**

LEGAL ENTITY #: 00351

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Chief Executive Officer	0.14	$ 23,775
Executive Assistant	0.41	$ 22,320
HR Manager	0.48	$ 33,622
Administrative Assistant II	0.48	$ 19,391
Operations Manager	0.03	$ 2,692
IT Manager	0.03	$ 2,522
Maintenance/Courier	0.03	$ 1,177
Operations Coordinator	0.03	$ 2,522
Receptionist	0.48	$ 17,147
Chief Financial Officer	0.48	$ 60,039
Fiscal Manager	0.48	$ 36,023
Senior Accounting Clerk/AP	0.48	$ 21,614
Senior Accounting Clerk/Payroll	0.48	$ 23,883
EMPLOYEE FRINGE BENEFITS		$ 68,540
TOTAL SALARIES & BENEFITS		$ 335,267

2. OPERATING COSTS

Expenditure Category	Amount
Consultants	$ 29,779
Professional Fees	$ 52,114
Purchased Services	$ 18,396
Facility Rental	$ 651
Utilities	$ 32,414
Equipment Rental & Repair	$ 11,624
Building Maintenance & Repairs	$ 8,142
Security Services	$ 1,677
Insurance	$ 13,239
Depreciation	$ 8,330
Interest	$ 24,432
Supplies	$ 19,720
Other Operating Expenses	$ 40,654
TOTAL OPERATING COSTS	$ 261,172

TOTAL INDIRECT COSTS $ 596,439
(Salaries & Benefits + Operating Costs)

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

FISCAL YEAR:	2010-2011				APPENDIX #: B-6 Page 1	
LEGAL ENTITY NAME:	Westside Community Services				PROVIDER #: 3887	
PROVIDER NAME:	Westside Methadone Maint					
REPORTING UNIT NAME::						
REPORTING UNIT:	383887	383887	383887			
MODE OF SVCS / SERVICE FUNCTION CODE	NTP-48	NTP-48-I	NTP-48-G			
SERVICE DESCRIPTION	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Individual Counseling	SA-Narcotic Tx Group Counseling			TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011	2010-2011	-	-	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	742,847	229,118	14,652			986,617
OPERATING EXPENSE	191,056	58,928	3,768			253,752
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	933,903	288,046	18,420	0	0	1,240,369
INDIRECT COST AMOUNT	112,069	34,565	2,210			148,844
TOTAL FUNDING USES:	1,045,972	322,611	20,630	0	0	1,389,213
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
FEDERAL REVENUES - click below						
Drug Medical #93.778	390,543	120,456	7,703			518,702
SAPT Federal Discretionary #93.959	150,585	46,445	2,970			200,000
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						
						-
						-
COUNTY GENERAL FUND	498,821	153,852	9,838			662,511
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	1,039,949	320,753	20,511	-	-	1,381,213
TOTAL DPH REVENUES	1,039,949	320,753	20,511	-	-	1,381,213
NON-DPH REVENUES - click below						
Patient/Client Fees	6,023	1,858	119			8,000
TOTAL NON-DPH REVENUES	6,023	1,858	119	0	0	8,000
TOTAL REVENUES (DPH AND NON-DPH)	1,045,972	322,611	20,630	-	-	1,389,213
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]	92,237	24,256	6,570			123,063
UNITS OF TIME[2]						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	11.34	13.30	3.14			
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	11.27	13.22	3.12			
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	11.34	13.30	3.14			
UNDUPLICATED CLIENTS						362

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

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

DPH 3: Salaries & Benefits Detail

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

Provider Number (same as line 7 on DPH 1): 3887
Provider Name (same as line 8 on DPH 1): Westside Methadone Maint

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		Drug Medi-Cal		GRANT: SAPT Federal Discretionary					
	Proposed Transaction Term: 2010-2011		Proposed Transaction Term: 2010-2011		Proposed Transaction Term: 2010-2011		Proposed Transaction Term: 2010-2011		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Agency Medical Director	0.25	43,962	0.12	21,087	0.09	16,510	0.04	6,365				
Director of Clinical Services	0.11	18,150	0.05	8,706	0.04	6,816	0.02	2,628				
Operations Manager	0.13	6,610	0.06	3,171	0.05	2,482	0.02	957				
IT Manager	0.13	9,750	0.06	4,677	0.05	3,662	0.02	1,411				
Maintenance/Courier	0.13	4,550	0.06	2,182	0.05	1,709	0.02	659				
Corporate Compliance Manager	0.25	18,750	0.12	8,994	0.09	7,041	0.04	2,715				
Adult Division Director	0.14	12,061	0.07	5,785	0.05	4,529	0.02	1,747				
Program Manager	0.10	6,833	0.05	3,278	0.04	2,566	0.01	989				
Medical Director	0.99	157,410	0.47	75,503	0.37	59,114	0.15	22,793				
Program Coordinator	1.00	16,154	0.48	7,748	0.38	6,066	0.14	2,340				
Nursing Supervisor	0.25	22,824	0.12	10,948	0.09	8,571	0.04	3,305				
Dispensing Nurse	2.30	102,086	1.10	48,966	0.86	38,337	0.34	14,783				
Health Info Svcs Clerk III	1.36	52,075	0.65	24,978	0.51	19,556	0.20	7,541				
Treatment Counselor	6.61	222,040	3.17	106,503	2.48	83,385	0.96	32,152				
Senior Treatment Counselor	1.00	39,246	0.48	18,825	0.38	14,738	0.14	5,683				
Chart Reviewer/Treatment Couns	1.00	40,000	0.48	19,186	0.38	15,022	0.14	5,792				
TOTALS	15.75	$772,501	7.54	$370,537	5.91	$290,104	2.30	$111,860	0.00	$0	0.00	$0
EMPLOYEE FRINGE BENEFITS	28%	$214,116	28%	$102,703	28%	$80,409	28%	$31,004	#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		**$986,617**		**$473,240**		**$370,513**		**$142,864**		**$0**		**$0**

DPH 4: Operating Expenses Detail

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

Provider Number (same as line 7 on DPH 1): 3887
Provider Name (same as line 8 on DPH 1): Westside Methadone Maint

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	Drug Medi-Cal	GRANT: SAPT Federal Discretionary		
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	Term: 2010-2011	Term: 2010-2011	Term: 2010-2011	Term: 2010-2011	Term: _____	Term: _____
Rental of Property	$ 2,168	1,040	814	314		
Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 22,500	10,792	8,450	3,258		
Office Supplies, Postage	$ 9,500	4,557	3,568	1,375		
Building Maintenance Supplies and Repair	$ 10,791	5,176	4,052	1,563		
Printing and Reproduction	$ 1,000	480	376	144		
Insurance	$ 13,143	6,304	4,936	1,903		
Staff Training	$ 3,515	1,686	1,320	509		
Staff Travel-(Local & Out of Town)	$ 1,500	719	563	218		
Rental of Equipment	$ 7,500	3,597	2,817	1,086		
Equipment Repairs & Maintenance	$ 3,400	1,631	1,277	492		
Client Supplies	$ 28,422	13,633	10,674	4,115		
Drug Screening & Other Testing	$ 28,600	13,718	10,740	4,142		
Pharmaceutical	$ 44,160	21,182	16,584	6,394		
IT Equipment/Supplies	$ 6,000	2,878	2,253	869		
Security Services	$ 53,500	25,662	20,091	7,747		
Advertising	$ 2,150	1,031	807	312		
Conferences & Meetings	$ 3,192	1,531	1,199	462		
Dues & Subscriptions	$ 1,851	888	695	268		
Licenses & Taxes	$ 10,860	5,209	4,078	1,573		
TOTAL OPERATING EXPENSE	**$253,752**	**$121,714**	**$95,294**	**$36,744**	**$0**	**$0**

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

FISCAL YEAR:	2010-2011				APPENDIX #: B-7 Page 1	
LEGAL ENTITY NAME:	Westside Community Services				PROVIDER #: 3887	
PROVIDER NAME:	Westside Methadone Detox					
REPORTING UNIT NAME::						
REPORTING UNIT:	383887	383887				
MODE OF SVCS / SERVICE FUNCTION CODE	NTP-41	NTP-48-I				
SERVICE DESCRIPTION	SA-Narcotic Tx Prog OP Meth Detox (OMD)	SA-Narcotic Tx Individual Counseling				TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011				
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	11,458	3,451				14,909
OPERATING EXPENSE	1,201	361				1,562
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	12,659	3,812	0	0	0	16,471
INDIRECT COST AMOUNT	1,519	458				1,977
TOTAL FUNDING USES:	14,178	4,270	0	0	0	18,448
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
	-	-	-			-
	-	-	-			-
STATE REVENUES - click below						
						-
GRANTS/PROJECTS - click below CFDA #:						
						-
Please enter other here if not in pull down						-
WORK ORDERS - click below						
						-
Please enter other here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						
						-
Please enter other here if not in pull down						-
COUNTY GENERAL FUND	14,178	4,270	-			18,448
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	14,178	4,270	-	-	-	18,448
TOTAL DPH REVENUES	14,178	4,270	-	-	-	18,448
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	14,178	4,270	-	-	-	18,448
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]	1,250	321				1,571
UNITS OF TIME[2]						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	11.34	13.30				
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	11.34	13.30				
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS						7

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

[2]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): 3887
Provider Name (same as line 8 on DPH 1): Westside Methadone Detox

APPENDIX #: B-7 Page 2
Document Date: 07/01/10

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE									
	Proposed Transaction Term: 2010-2011		Proposed Transaction Term: 2010-2011		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Agency Medical Director	0.25	1,590	0.25	1,590								
Director of Clinical Services	0.11	1,775	0.11	1,775								
Operations Manager	0.13	1,940	0.13	1,940								
IT Manager	0.25	6,365	0.25	6,365								
TOTALS	0.74	$11,670	0.74	$11,670	0.00	$0	0.00	$0	0.00	$0	0.00	$0
EMPLOYEE FRINGE BENEFITS	28%	$3,239	28%	$3,239	#DIV/0!	$0	#DIV/0!	$0	#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		$14,909		$14,909		$0		$0		$0		$0

43962
18150
1735
9750

DPH 4: Operating Expenses Detail

APPENDIX #: B-7 Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 3887
Provider Name (same as line 8 on DPH 1): Westside Methadone Detox

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE				
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	Term: 2010-2011	Term: 2010-2011	Term: 2010-2011	Term: 2010-2011	Term:	Term:
Client Supplies	$ 1,137	1,137				
IT Equipment/Supplies	$ 117	117				
Storage/Rental	$ 43	43				
Insurance	$ 258	258				
Advertising	$ 7	7				
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
	$ -					
TOTAL OPERATING EXPENSE	$1,562	$1,562	$0	$0	$0	$0

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

FISCAL YEAR:	2010-2011				APPENDIX #: B-8 Page 1	
LEGAL ENTITY NAME:	Westside Community Services				PROVIDER #: 3815	
PROVIDER NAME:	Westside CTL					
REPORTING UNIT NAME::						
REPORTING UNIT:	383815	383815	383815	383815		
MODE OF SVCS / SERVICE FUNCTION CODE	Anc-65-I	Anc-65-G	Anc-65-O	Anc-66		
SERVICE DESCRIPTION	SA-Ancillary Svcs HIV Early Intervention Individual Counseling	SA-Ancillary Svcs HIV Early Intervention Group Counseling	SA-Ancillary Svcs HIV Early Intervention Opt Out Testing	SA-Ancillary Svcs Case Mgmt (Excluding SACPA clients)		TOTAL
CBHS FUNDING TERM:	2010-2011	2010-2011	2010-2011	2010-2011	-	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	22,964	40,187	9,329	17,223		89,703
OPERATING EXPENSE	5,607	9,813	2,278	4,206		21,904
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	28,571	50,000	11,607	21,429	0	111,607
INDIRECT COST AMOUNT	3,429	6,000	1,393	2,571		13,393
TOTAL FUNDING USES:	32,000	56,000	13,000	24,000	0	125,000
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
FEDERAL REVENUES - click below						
HIV Set-Aside #93.959	32,000	56,000	13,000	24,000		125,000
STATE REVENUES - click below						
						-
GRANTS/PROJECTS - click below CFDA #:						
						-
Please enter other here if not in pull down						-
WORK ORDERS - click below						
						-
Please enter other here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						
						-
Please enter other here if not in pull down						-
COUNTY GENERAL FUND						-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	32,000	56,000	13,000	24,000	-	125,000
TOTAL DPH REVENUES	32,000	56,000	13,000	24,000	-	125,000
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	32,000	56,000	13,000	24,000	-	125,000
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]	400	700	249	300		1,649
UNITS OF TIME[2]						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	80.00	80.00	52.21	80.00		
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	80.00	80.00	52.21	80.00		
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS						400

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

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

DPH 3: Salaries & Benefits Detail

APPENDIX #: B-8 Page 2
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 3815
Provider Name (same as line 8 on DPH 1): Westside CTL

POSITION TITLE	TOTAL		GRANT: HIV Set-Aside									
	Proposed Transaction Term: 2010-2011		Proposed Transaction Term: 2010-2011		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Medical Director	0.01	1,758	0.01	1,758								
Director of Clinical Services	0.01	1,650	0.01	1,650								
Operations Manager	0.01	508	0.01	508								
IT Manager	0.01	750	0.01	750								
Maintenance/Courier	0.01	350	0.01	350								
Corporate Compliance Manager	0.04	3,000	0.04	3,000								
Adult Division Director	0.01	862	0.01	862								
Nursing Supervisor	0.01	3,652	0.01	3,652								
Dispensing Nurse	0.30	13,315	0.30	13,315								
CTL Coordinator	1.00	43,077	1.00	43,077								
TOTALS	1.41	$68,922	1.41	$68,922	0.00	$0	0.00	$0	0.00	$0	0.00	$0
EMPLOYEE FRINGE BENEFITS	30%	$20,781	30%	$20,781	#DIV/0!	$0	#DIV/0!	$0	#DIV/0!		#DIV/0!	
TOTAL SALARIES & BENEFITS		**$89,703**		**$89,703**		**$0**		**$0**		**$0**		**$0**

DPH 4: Operating Expenses Detail

APPENDIX #: B-8 Page 3
Document Date: 07/01/10

Provider Number (same as line 7 on DPH 1): 3815
Provider Name (same as line 8 on DPH 1): Westside CTL

	TOTAL	GRANT: HIV Set-Aside				
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Expenditure Category	Term: 2010-2011	Term: 2010-2011	Term: _____	Term: _____	Term: _____	Term: _____
Rental of Property	$ 3,667	3,667	0	0		
Utilities(Elec, Water, Gas, Phone, Scavenger)	$ 796	796	0	0		
Office Supplies, Postage	$ 208	208	0	0		
Building Maintenance Supplies and Repair	$ 498	498	0	0		
Printing and Reproduction	$ 90	90	0	0		
Insurance	$ 1,271	1,271	0	0		
Staff Training	$ 4,543	4,543	0	0		
Staff Travel-(Local & Out of Town)	$ 200	200	0	0		
Rental of Equipment	$ 198	198	0	0		
Equipment Repairs & Maintenance	$ 116	116	0	0		
Client Supplies	$ 3,237	3,237	0	0		
Drug Screening & Other Testing	$ 5,500	5,500	0	0		
Depreciation	$ 1,405	1,405	0	0		
Advertising	$ 25	25	0	0		
Licenses & Taxes	$ 150	150	0	0		
TOTAL OPERATING EXPENSE	**$21,904**	**$21,904**	**$0**	**$0**	**$0**	**$0**

DPH 6: Contract-Wide Indirect Detail

CONTRACTOR NAME: Westside Community Services

DATE: 07/01/2010 **FISCAL YEAR: 2010-2011**

LEGAL ENTITY #: 00351

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Chief Executive Officer	0.04	$ 6,546
Executive Assistant	0.11	$ 6,145
HR Manager	0.13	$ 9,257
Administrative Assistant II	0.13	$ 5,339
Operations Manager	0.01	$ 741
IT Manager	0.01	$ 694
Maintenance/Courier	0.01	$ 324
Operations Coordinator	0.01	$ 694
Receptionist	0.13	$ 4,721
Chief Financial Officer	0.13	$ 16,530
Fiscal Manager	0.13	$ 9,918
Senior Accounting Clerk/AP	0.13	$ 5,951
Senior Accounting Clerk/Payroll	0.13	$ 6,576
EMPLOYEE FRINGE BENEFITS		$ 18,871
TOTAL SALARIES & BENEFITS		$ 92,307

2. OPERATING COSTS

Expenditure Category	Amount
Consultants	$ 8,199
Professional Fees	$ 14,348
Purchased Services	$ 5,065
Facility Rental	$ 179
Utilities	$ 8,924
Equipment Rental & Repair	$ 3,201
Building Maintenance & Repairs	$ 2,242
Security Services	$ 462
Insurance	$ 3,645
Depreciation	$ 2,293
Interest	$ 6,727
Supplies	$ 5,429
Other Operating Expenses	$ 11,193
TOTAL OPERATING COSTS	$ 71,907

TOTAL INDIRECT COSTS $ 164,214
(Salaries & Benefits + Operating Costs)

Appendix C
Insurance Waiver

RESERVED

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Appendix D
Additional Terms

1. HIPAA

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

☐ A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or

☒ A Business Associate subject to the terms set forth in Appendix E;

☐ Not Applicable, CONTRACTOR will not have access to Protected Health Information.

2. THIRD PARTY BENEFICIARIES

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

3. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

4. MATERIALS REVIEW

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

Appendix E

BUSINESS ASSOCIATE ADDENDUM

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

RECITALS

A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT 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.

n. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

p. ***Audits, Inspection and Enforcement.*** Within ten (10)calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum,

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

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

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

4. **Limitation of Liability**

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

5. ***Disclaimer***

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

6. ***Certification***

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

7. **Amendment**

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

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

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

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

9. **No Third-Party Beneficiaries**

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

10. **Effect on Contract**

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

11. **Interpretation**

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

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

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

Appendix F
Invoice

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

Control Number

INVOICE NUMBER: M01 JL 0

Contractor: Westside Community Mental Health Center

Ct.Blanket No.: BPHM TBD

User Cd

Address: 1153 Oak St., San Francisco, CA 94117

Ct. PO No.: POHM TBD

Tel No.: (415) 431-9000
Fax No.: (415) 431-1813

Fund Source: GF,FFP,State Realignment, Medicare,EPSDT

Invoice Period: July 2010

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

Final Invoice: (Check if Yes)

PHP Division: Community Behavioral Health Services

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 (MH Only)	Total Contracted UOS	Total Contracted CLIENTS	Delivered THIS PERIOD UOS	Delivered THIS PERIOD CLIENTS	Unit Rate	AMOUNT DUE	Delivered to Date UOS	Delivered to Date CLIENTS	% of TOTAL UOS	% of TOTAL CLIENTS	Remaining Deliverables UOS	Remaining Deliverables CLIENTS		
B-1 IFSO Outpatient - Adult RU# 89763														
15/ 01 - 09 Case Mgt Brokerage	110,737				$ 1.85	$ -	0.000		0.00%		110,737.000		$	204,863.45	
15/ 10 - 59 MH Svcs	191,899				$ 2.42	$ -	0.000		0.00%		191,899.000			464,395.58	
15/ 60 - 59 Medication Support	122,082				$ 4.47	$ -	0.000		0.00%		122,082.000			545,706.54	
15/ 70 - 79 Crisis Intervention-OP	2,039				$ 3.58	$ -	0.000		0.00%		2,039.000			7,299.62	
45/ 10 - 19 MH Promotion (Outreach)	148				$ 100.00	$ -	0.000		0.00%		148.000			14,800.00	1,237,065.19
B-2 Crisis RU# 89764														
15/ 01 - 09 Case Mgt Brokerage	3,606				$ 1.85	$ -	0.000		0.00%		3,606.000			6,671.10	
15/ 10 - 59 MH Svcs	5,512				$ 2.42	$ -	0.000		0.00%		5,512.000			13,339.04	
15/ 60 - 59 Medication Support	120,865				$ 4.47	$ -	0.000		0.00%		120,865.000			540,266.55	
15/ 70 - 79 Crisis Intervention-OP	204,948				$ 3.58	$ -	0.000		0.00%		204,948.000			733,713.84	
45/ 10 - 19 MH Promotion (Outreach)	400				$ 100.00	$ -	0.000		0.00%		400.000			40,000.00	$ 1,333,990.53
B-3 IFSO ACT RU# 8976SP														
15/ 01 - 09 Case Mgt Brokerage	273,783				$ 2.02	$ -	0.000		0.00%		273,783.000			553,041.66	
15/ 10 - 59 MH Svcs	188,659				$ 2.61	$ -	0.000		0.00%		188,659.000			492,398.99	
15/ 60 - 59 Medication Support	134,697				$ 4.82	$ -	0.000		0.00%		134,697.000			649,239.54	
15/ 70 - 79 Crisis Intervention-OP	7,658				$ 3.88	$ -	0.000		0.00%		7,658.000			29,713.04	
45/ 10 - 19 MH Promotion	50				$ 100.00	$ -	0.000		0.00%		50.000			5,000.00	$ 1,729,394.23
B - 2 Outpatient Services														
Mental Health Services					$ 2.42	$ -	0.000		#DIV/0!		0.000			-	
60 - Medication					$ 4.47	$ -	0.000		#DIV/0!		0.000			-	
70 - Crisis Intervention					$ 3.58	$ -	0.000		#DIV/0!		0.000			-	
15-01 Case Management Brokerage					$ 1.85	$ -	0.000		#DIV/0!		0.000			-	
45 - Outreach					$ 100.00	$ -	0.000		#DIV/0!		0.000			-	$ -
B-4 AJANI RU# 89907														
15/ 01 - 09 Case Mgt Brokerage	34,995				$ 1.85	$ -	0.000		0.00%		34,995.000			64,740.75	
15/ 10 - 59 MH Svcs	338,990				$ 2.42	$ -	0.000		0.00%		338,990.000			820,355.80	
15/ 60 - 59 Medication Support	27,600				$ 4.47	$ -	0.000		0.00%		27,600.000			123,372.00	
45/ 10 - 19 MH Promotion (Outreach)	600				$ 100.00	$ -	0.000		0.00%		600.000			60,000.00	$ 1,068,468.55
B - 5 Integrated CYF - Outpatient														
Mental Health Services					$ 2.42	$ -	0.000		#DIV/0!		0.000			-	
60 - Medication					$ 4.47	$ -	0.000		#DIV/0!		0.000			-	
15-01 Case Management Brokerage					$ 1.87	$ -	0.000		#DIV/0!		0.000			-	
45 - Outreach					$ 100.00	$ -	0.000		#DIV/0!		0.000			-	$ -
B-5 SED Partnership RU# 8900SD														
15/ 01 - 09 Case Mgt Brokerage	1,819				$ 1.85	$ -	0.000		0.00%		1,819.000			3,365.15	
15/ 10 - 59 MH Svcs	48,034				$ 2.42	$ -	0.000		0.00%		48,034.000			116,242.28	
15/ 60 - 59 Medication Support	2,400				$ 4.47	$ -	0.000		0.00%		2,400.000			10,728.00	
45/ 10 - 19 MH Promotion (Outreach)	320				$ 100.00	$ -	0.000		0.00%		320.000			32,000.00	$ 162,335.43
TOTAL	1,821,841		0.000				0.000		0.00%		1,821,841.000		$	5,531,253.93	

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

NOTES:

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

Signature: _____ Date: _____

Title: _____

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

DPH Authorization for Payment

_____ _____
Authorized Signatory Date

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR

FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M09 JL 0

Contractor: Westside Community Mental Health Center

Ct. Blanket No.: BPHM TBD

User Cd

Address: 1153 Oak St., San Francisco, CA 94117

Ct. PO No.: POHM TBD

Tel No.: (415) 431-9000
Fax No.: (415) 431-1813

Fund Source: MHSA - Prop 63

Invoice Period : July 2010

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

Final Invoice: (Check if Yes)

PHP Division: Community Behavioral Health Services

ACE Control Number:

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables		
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENT	UOS	CLIENTS	
B-4 AJANI RU# 89007													
45/ 10 - 19 MH Promotion	355				$ 100.00	$ -	0.000		0.00%		355.000		$ 35,500.00
TOTAL	355		0.000				0.000		0.00%		355.000		

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

NOTES:

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

Signature: _____ Date: _____

Title: _____

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

DPH Authorization for Payment

_____ _____
Authorized Signatory Date

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

Control Number

INVOICE NUMBER: S01 JL 0

Contractor: Westside Community Mental Health Center Inc.

Ct. Blanket No.: BPHM TBD

Address: 1153 Oak Street, San Francisco, CA 94117

User Cd

Ct. PO No.: POHM TBD TBD

Tel No.: (415) 431-9000
Fax No.: (415)

Fund Source: General Fund

Invoice Period : July 2010

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

Final Invoice: (Check if Yes)

PHP Division: Community Behavioral Health Services

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 Waiver Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted UOS	Total Contracted CLIENTS	Delivered THIS PERIOD UOS	Delivered THIS PERIOD CLIENTS	Unit Rate	AMOUNT DUE	Delivered to Date UOS	Delivered to Date CLIENTS	% of TOTAL UOS	% of TOTAL CLIENT	Remaining Deliverables UOS	Remaining Deliverables CLIENTS		
B-6 Methadone Maintenance RU# 383887														
Methadone Dose					$ 11.34	$ -	0.000		#DIV/0!		0.000		$ -	
NTP-48 SA-Narcotic Tx Narc Replacement Therapy-All Svcs	92,276				$ 11.27	$ -	0.000		0.00%		92,276.000		1,039,950.52	
NTP-48-I SA-Narcotic Tx Individual Counseling	24,263				$ 13.22	$ -	0.000		0.00%		24,263.000		320,756.86	
NTP-48-G SA-Narcotic Tx Group Counseling	6,574				$ 3.12	$ -	0.000		0.00%		6,574.000		20,510.88	$ 1,381,218.26
B-7 Methadone Detox RU# 383887														
NTP-41 SA-Narcotic Tx Prog OP Methadone Detox (OMD)	1,250				$ 11.34	$ -	0.000		0.00%		1,250.000		14,175.00	
NTP-48-1 SA-Narcotic Tx Individual Counseling	321				$ 13.30	$ -	0.000		0.00%		321.000		4,269.30	$ 18,444.30
B-8 CTL RU# 383815														
Anc-65-I SA-Ancillary Svcs HIV Early Intervention Individual Counseling	400				$ 80.00	$ -	0.000		0.00%		400.000		32,000.00	
Anc-65-G SA-Ancillary Svcs HIV Early Intervention Group Counseling	700				$ 80.00	$ -	0.000		0.00%		700.000		56,000.00	
Anc-68 SA-Ancellary Svcs Case Manegement (Excluding SACPA clients)	249				$ 52.21	$ -	0.000		0.00%		249.000		13,000.29	
Anc-65-O Sa-Ancillary Svcs HIV Early Intervention Opt Out Testing	300				$ 80.00	$ -	0.000		0.00%		300.000		24,000.00	$ 125,000.29
B-4 ICYF Substance Abuse Prevention														
Information Dissemination					$ 68.57	$ -	0.000		#DIV/0!		0.000		-	
Education					$ 68.57	$ -	0.000		#DIV/0!		0.000		-	
Alternatives					$ 68.58	$ -	0.000		#DIV/0!		0.000		-	
Problem Identification & Referral					$ 68.57	$ -	0.000		#DIV/0!		0.000		-	
Environmental Prevention					$ 68.58	$ -	0.000		#DIV/0!		0.000		-	$ -
TOTAL	126,333		0.000				0.000		0.00%		126,333.000		$ 1,524,562.85	

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

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

Signature: _____ Date: _____

Title: _____

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

DPH Authorization for Payment

_____ _____
Authorized Signatory Date

Appendix 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. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

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

Dispute Resolution Procedure

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

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

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

- Step 1 — The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 — Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 — Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute

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

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

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

Appendix H

Emergency Response

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

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

Appendix I

San Francisco Department of Public Health
Privacy Policy Compliance Standards

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

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

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

WESTSIDECOMM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2010

PRODUCER	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.	
Commercial Specialties Practice (650) 839 6000 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 305 Walnut Street Redwood City, CA 94063-1731	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED Westside Community Services 1153 Oak Street San Francisco, CA 94117	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B: Seabright Insurance Company	15563
	INSURER C: Travelers Casualty & Surety Co. of America	31194
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR Incl. Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PHPK591497	07/01/2010	07/01/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	PHPK591497	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	PHUB313299	07/01/2010	07/01/2011	EACH OCCURRENCE AGGREGATE	$ $5,000,000 $ $5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BB1103471	04/01/2010	04/01/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Employee Theft	105308438	07/01/2010	07/01/2011	$1,000,000	

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

City and County of San Francisco, its officers, employees and agents are named additional insureds under General Liability and Auto Liability, but only insofar as the operations under contract are concerned, per endorsements (Form GL 20 26 07/04 and Form CA 20 48 02/99) attached. General Liability and Auto Liability are primary insurance to any other insurance available to the Additional Insureds and that insurance applies separately to each insured.

CERTIFICATE HOLDER

City and County of San Francisco
Its Officers, Employees & Agents
Dept of Public Health Contracts
101 Grove Street, Room 307
San Francisco, CA 94102

CANCELLATION Ten Day Notice for Non-Payment

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 Jeanne Brandon

(This certificate replaces certificate# 2023025 issued on 11/9/2010)

CID: WESTSIDECOMM SID: 2119051

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Professional Liability	PHPK591497	07/01/2010	07/01/2011	1,000,000 Limit
	Claims Made	Retro Date 07/01/1996			3,000,000 Aggregate

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

The Certificate of Insurance on the reverse side of this form 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.

POLICY NUMBER: PHPK591497

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/2010	Countersigned By: Jeanne Gordon (Authorized Representative)
Named Insured: Westside Community Services	

SCHEDULE

Name of Person(s) or Organization(s):

City and County of San Francisco
Its Officers, Employees & Agents
Dept of Public Health Contracts
101 Grove Street, Room 307
San Francisco, CA 94102

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

WESTSIDECOMM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2010

PRODUCER
Commercial Specialties Practice (650) 839 6000
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408
305 Walnut Street
Redwood City, CA 94063-1731

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.

INSURED
Westside Community Services
1153 Oak Street
San Francisco, CA 94117

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B: Seabright Insurance Company	15563
INSURER C: Travelers Casualty & Surety Co. of America	31194
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR Incl. Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PHPK591497	07/01/2010	07/01/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	PHPK591497	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	PHUB313299	07/01/2010	07/01/2011	EACH OCCURRENCE AGGREGATE	$ $5,000,000 $ $5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BB1103471	04/01/2010	04/01/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Employee Theft	105308438	07/01/2010	07/01/2011	$1,000,000	

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

City and County of San Francisco, its officers, employees and agents are named additional insureds under General Liability and Auto Liability, but only insofar as the operations under contract are concerned, per endorsements (Form GL 20 26 07/04 and Form CA 20 48 02/99) attached. General Liability and Auto Liability are primary insurance to any other insurance available to the Additional Insureds and that insurance applies separately to each insured.

CERTIFICATE HOLDER

City and County of San Francisco
Its Officers, Employees & Agents
Dept of Public Health Contracts
101 Grove Street, Room 307
San Francisco, CA 94102

CANCELLATION Ten Day Notice for Non-Payment

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 Jeanne Brandon

(This certificate replaces certificate# 2119051 issued on 12/15/2010)

CID: WESTSIDECOMM SID: 2133237

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Professional Liability	PHPK591497	07/01/2010	07/01/2011	1,000,000 Limit
	Claims Made	Retro Date 07/01/1996			3,000,000 Aggregate

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

The Certificate of Insurance on the reverse side of this form 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
City and County of San Francisco Its Officers, Employees & Agents Dept of Public Health Contracts 101 Grove Street, Room 307 San Francisco, CA 94102
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

POLICY NUMBER: PHPK591497

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/2010	Countersigned By: Jeanne Gordon (Authorized Representative)
Named Insured: Westside Community Services	

SCHEDULE

Name of Person(s) or Organization(s):

City and County of San Francisco
Its Officers, Employees & Agents
Dept of Public Health Contracts
101 Grove Street, Room 307
San Francisco, CA 94102

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.