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 The Regents of the University of California, A Constitutional Corporation, on behalf of its San Francisco Campus Division of Substance Abuse and Addiction Medicine

This Agreement is made this first day of November, 2010 in the City and County of San Francisco, State of California, by and between: **The Regents of the University of California, on behalf of its San Francisco campus, acting by and through its Office of Research**, a California Constitutional corporation, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to secure services to provide addiction treatment and reduce dangers of drug abuse and,

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

WHEREAS, Contractor represents that it is qualified to perform the services required by City as set forth under this Contract and shall remain so for the term of the Agreement; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4151-09/10 on April 30, 2010;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July1, 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. However, City shall pay for services performed from the beginning date of the term of the Agreement upon certification of the Controller of the availability of funds.

4. Services Contractor Agrees to Perform

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Department of Public Health, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed $17,903,628, Seventeen Million, Nine Hundred Three Thousand, Six Hundred Twenty Eight Dollars. 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.

Payments shall become due to Contractor pursuant to the payment provisions set forth in the statement of work when reports are received, services are rendered, or both, as required under and 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. Prior to the withholding of payment to Contractor for those services which City believes Contractor has failed or refused to satisfy pertaining to any material obligation under this Agreement, the parties agree that they will meet and discuss in good faith the alleged failure or refusal as soon as practicable after it becomes known to the City.

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

6. Guaranteed Maximum Costs

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

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

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

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

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number and must conform to **Appendix F**. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

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

9. 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.

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 term of the Agreement.

10. Taxes

a. Payment, as applicable, 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. Nothing in that paragraph shall be interpreted as a waiver of any immunities or defenses that Contractor may otherwise have.

b. Without waiving its rights afforded to it as a California Constitutional Corporation, Contractor states as follows: 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 payment by City for Services under this Agreement, or the receipt of payment thereof by Contractor, shall in no way affect the obligation of Contractor to perform the Services set forth in **Appendix A** of this Agreement, nor does it preclude City from seeking any available legal remedy should Contractor fail to perform such Services.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. To the extent possible, 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

a. City shall not be responsible for any damage to persons or property to the extent it is 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, while such equipment is in the sole care, custody, and control of Contractor.

b. Any equipment purchased by Contractor with funds provided under the terms of this Agreement shall be deemed to be the property of the City and title to such equipment shall vest in the City. Contractor shall notify the Contract Administrator of any purchase of equipment in writing and shall provide an inventory of such equipment to the Contract Administrator within thirty (30) calendar days of the expiration or termination of this Agreement. If payment under this Agreement is based on a fee for service, equipment purchased using funds from this Agreement shall be referenced in **Appendix B**.

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 is liable for the negligent or willful acts and omissions of itself, its employees and its agents, while its employees and its agents are acting within the scope of their employment or agency, respectively. 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 a relevant taxing authority 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, only after the exhaustion of all of Contractor's rights to appeal such determination, 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 in an amount equal to the salary and benefits paid to Contractor by City for such employee during the time period that such employee is determined to have been City's employee.

15. Insurance

Contractor and City agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. A certificate of insurance is not required from either party. In the event an insurance waiver is required or approved, it shall be attached hereto as Appendix C.

16. Indemnification

a. Contractor shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

b. City shall defend, indemnify, and hold Contractor, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

17. Incidental and Consequential Damages - Deleted by agreement of the parties.

18. Liability of City - Deleted by agreement of the parties.

19. Liquidated Damages - Deleted by agreement of the parties.

20. Default; Remedies

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

(1) Either party fails or refuses to perform or observe any material term, covenant, or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57 and item 1 of **Appendix D** attached to this Agreement.

(2) Either party fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, and such default continues for a period of ten days without cure after written notice thereof from the nonbreaching party to the breaching party. However, the parties may agree in writing to extend the cure period.

(3) Either party (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 such party or of any substantial part of such party'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 such party or with respect to any substantial part of such party'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 such party.

b. On and after any Event of Default, the nonbreaching party 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.

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. Either party may terminate this Agreement by giving thirty (30) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Contractor agrees to file with the City all outstanding claims, cost reports and program reports within sixty (60) calendar days of such termination. Contractor shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.

b. Upon receipt of a notice of termination from the City, 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 the negotiated indirect rate as set forth in **Appendix B**. 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. With respect to such post-termination costs, 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 post-termination 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

related to post-termination costs, 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; and (2) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).

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

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, 57, and item 1 of **Appendix D** (HIPAA) attached to this Agreement.

b. Subject to the immediately preceding subsection (a), 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. When all payments due under this Agreement to the time of termination, less those legally withheld, if any, have been paid by City to Contractor, 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 as required pursuant to this Agreement or acquired with funding provided under 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. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public non-profit educational institution, Contractor is subject to statutes requiring disclosure of information and records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.

b. Contractor shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Contractor agrees that all private or confidential information concerning clients receiving the Services set forth in **Appendix A** under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Contractor violates the terms of this section.

c. Contractor agrees that it has the duty and responsibility to make available to the Contract Administrator or his/her designee, including the Controller, the contents of records pertaining to any City client which are maintained in connection with the performance of the Contractor's duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. If this Agreement is terminated by either party, or expires, the Contractor shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Contractor is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires, such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Contractor does not waive its rights under CA Evidence Code §1157, *et seq.* or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Contractor, its patients, students, faculty, employees, and agents.

e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Contractor under this Agreement shall not be divulged by Contractor to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Department of Public Health 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 Fax: (415) 431-1100 Department of Public Health 101 Grove St Suite 307 San Francisco, California 94102	
and:	Barbara Garcia Fax: (415)255 -3529 Contract Administrator San Francisco Department of Public Health 1380 Howard St. Suite 500 San Francisco, CA 94102	
To CONTRACTOR:	The Regents of the University of California UCSF Office of Sponsored Research Contracts and Grants Division 3333 California Street, Suite 315	Fax: (415) 476-8158

San Francisco, CA 94143-0962
(if overnight, use zip code 94118)

And: Stephen Dominy
Principal Investigator/Executive Director
1001 Portrero Ave. Room 7M12
San Francisco, CA 94110

PAYMENTS: Payee: "The Regents of the University of California"
Mail to:
Mail Remittance Cashier
Accounting Office
University of California, San Francisco

1855 Folsom Street, Suite 425
San Francisco, CA 94143-0815
(if overnight, use zip code 94103)

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 specifically under the direction and control of City and identified on **Appendix A** to this Agreement shall become the property of City and will be transmitted to City upon request. City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when City owns the results, and Contractor gives City a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when Contractor owns the results. 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 specifically under the direction and control of City and identified on **Appendix A** to this Agreement, Contractor and/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 City (collectively, "Works"). City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Works for scholarly or academic purposes. Except as provided herein, Contractor may not sell, or otherwise transfer its license to any commercial third party for any reason whatsoever. In all other instances, Contractor shall retain ownership and shall give City a non-exclusive, royalty-free, worldwide license to use such items for scholarly or academic purposes.

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 thirty (30) days of the audit being published and at the City's request. 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 the finalized 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

a. Services rendered by the Contractor pursuant to this Agreement may be carried out under subcontracts. All such subcontracts shall be in writing and shall abide by such federal, state and local laws and regulations as pertain to this Agreement. No subcontract shall terminate the legal responsibilities of the Contractor to the City to ensure that all activities under this Agreement shall be carried out.

b. Contractor may utilize consultants to assist in a variety of functions. All agreements with consultants must be in writing, stating the amount of compensation and the scope of work.

c. 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.

d. Contractor shall provide the City with a list of all subcontractors and consultants retained by Contractor to provide Services under this Agreement either before such retention or as soon as reasonably possible after retention. City shall have the right to exercise its reasonable discretion to reject the

retention of any subcontractor or consultant by Contractor. Upon any rejection by City, Contractor shall end rejected subcontractors or consultants provision of Services under this Agreement.

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, except as otherwise provided in Paragraph 29, above, 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 - Deleted because not applicable to agreement for provision of medical services and in consideration of Contractor's Public Entity Status.

33. Local Business Enterprise Utilization; Liquidated Damages - Deleted in consideration of Contractor's Public Entity Status.

34. Nondiscrimination; Penalties - Deleted based on Human Rights Commission's approval of sole source exception.

35. MacBride Principles—Northern Ireland - Deleted in consideration of Contractor's status as a public agency.

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 - Deleted in consideration of Contractor's public entity status and the fact that this Agreement serves a substantial public interest, per Administrative Code Chapter 12C.5-1(b).

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 - Deleted in consideration of Contractor's status as a public agency.

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 - Deleted in consideration of Contractor's status as an agency of the State of California.

44. Requiring Health Benefits for Covered Employees - Deleted in consideration of Contractor's status as a public agency.

45. First Source Hiring Program - Deleted in consideration of Contractor's status as a governmental entity.

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 - Deleted in consideration of the fact that this Agreement is not for the purchase of preservative-treated wood products.

48. Modification of Agreement

a. 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, except that changes in the scope of service that do not increase the level of total compensation shall be subject to the provisions of the Department of Public Health Policy / Procedure Regarding Contract Budget Changes in effect at commencement of the term of this Agreement, a copy of which has been provided to Contractor. In the event that City desires to amend the Policy/Procedures Regarding Contract Budget Changes, it will provide Contractor with at least thirty (30) days written notice of the proposed changes and provide Contractor with the opportunity to ask questions, raise concerns or recommend alternative revisions. City shall, in good faith, consider Contractor's questions, concerns and recommendations in finalizing any changes to the Policy/Procedure Regarding Budget Changes; however, the final approval of such changes shall be solely in City's discretion.

b. City may from time to time request changes in the scope of the services of this Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be effective only upon execution of a duly authorized amendment to this Agreement. Contractor shall cooperate with the City to submit to the Director of the San Francisco Human Rights Commission any amendment, modification, supplement, or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent (20%).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall advise on the true meaning and intent of the Agreement.

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 Agreement, including all Appendices expressly incorporated herein, sets forth the entire understanding between the parties, and supersedes all other oral or written provisions as it pertains to the subject matter herein. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

The parties shall comply with all applicable laws in the performance of this Agreement.

54. Services Provided by Attorneys

The parties do not intend that any legal services will be provided under this Agreement. Any services to be provided under this Agreement (with funding provided by City) to be performed by a law firm or attorney as set forth in the statement of work 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. Contractor represents that it is its practice to conduct background checks on all persons whose business requires that they have contact with minors, such as medical center staff, behavioral health staff, volunteers, temporary or agency staff, and service providers engaged through procurement departments. Contractor agrees to notify City if practices materially change with respect to diminution of the background checks of those persons who come within the purview of the above-cited statute. Contractor acknowledges and agrees that failure by Contractor to comply with this section shall constitute an Event of Default.

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. The provisions of this Section 57 shall not apply to the extent inconsistent with federal, state or local law.

58. Graffiti Removal – Waived by City Administrator

59. Food Service Waste Reduction Requirements

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

60. Slavery Era Disclosure - Deleted in consideration of Contractor's status as a State of California agency per San Francisco Administrative Code Chapter 12.Y.3(b).

61. Dispute Resolution Procedure - Deleted by agreement of the Parties.

62. Additional Terms

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

63. 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.

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

CITY	CONTRACTOR
Recommended by: 11/5/10 **Mitchell H. Katz, M.D.** Date **Director of Public Health** **Public Health Department** Approved as to Form: Dennis J. Herrera City Attorney By: 11.10.10 Deputy City Attorney Date Approved: 11/12/11 Naomi Kelly Date Director of the Office of Contract Administration, and Purchaser	**The Regents of the University of California, A Constitutional Corporation, on behalf of its San Francisco Campus** By signing this Agreement, I certify that the University of California is exempt from the requirements of the Minimum Compensation Ordinance, referenced in Section 43, since the University is an agency of the State of California. 11-4-10 ~~Erik Lium, PhD~~ John Radkowski Date **Contracts and Grants Officer** **3333 California Street, Suite 315** **San Francisco, California 94143-0962** City vendor number: 15531

Appendices

A: Services to be provided by Contractor
B: Calculation of Charges
C: Insurance Waiver
D: Additional Terms
E: HIPAA Business Associate Agreement (Omitted)
F: Invoice

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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 Program Person, Mario Hernandez, Contract Administrator for the City, or his / her designee, and City will contact UC Principal Investigator, Stephen Dominy, or other appropriate UCSF staff person, Contractor's principal investigator for this Agreement, or his / her designee.

B. Reports:

Contractor shall submit written reports as reasonably requested by the City. The format for the content of such reports shall be determined by the City in advance. 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 make reasonable efforts 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 represents 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:

It is the intent of the parties that only clients who are San Francisco residents shall be treated under the terms of this Agreement, and City shall pay for all services rendered by Contractor in accordance with this Agreement. The parties agree that to the extent that residency has been verified by the City, that verification may be relied upon by Contractor. 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.

F. 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 record keeping.

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

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

(4) Contractor is responsible for correcting known site hazards, the proper use of equipment located at the site, the health and safety of their employees, and for all other persons who work at or visit the job site as per local and/or state regulations.

(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.

G. 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."

H. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

I. 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.

J. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

K. 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.

L. 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.

(2) Personnel policies and procedures.

(3) Quality Improvement.

(4) Staff education and training.

M. 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 and will be provided to Contractor upon request.

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 Opiate Treatment Outpatient Program (OTOP) Pages 1-9

Appendix A-2 Office Based Opiate Treatment (OBOT) Pages 1-5

Appendix A-3 Methadone Maintenance Van Pages 1-5

Appendix A-4 HIV Set Aside Pages 1-7

1. **Program Name: DSAAM Opiate Treatment Outpatient Program (OTOP)**
   Program Address: 1001 Potrero Avenue, Ward 93
   San Francisco, CA 94110
   Telephone: (415) 206-8412
   Facsimile: (415) 206-6875

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

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

3. **Goal Statement**
   The mission of the Division of Substance Abuse and Addiction Medicine (DSAAM) is to improve the quality of life for our clients and the public by providing the highest quality addiction treatment and reducing the dangers of drug abuse and its consequences. The mission of the Opiate Treatment Outpatient Program (OTOP) is to intervene in heroin addiction and HIV risk behaviors by providing a medically supervised alternative that assists individuals to rehabilitate or habilitate their lives.

4. **Target Population**
   - San Francisco residents with opiate dependence
   - Primary target population: drug of choice is heroin

   The target population for OTOP methadone maintenance services are low-income medically/psychiatrically compromised opiate dependent individuals who reside in San Francisco, primarily in the Mission, South of Market, and Tenderloin areas. This includes a large proportion of African Americans and Latinos, gay, lesbian, bisexual, and transgender individuals, and women of childbearing age, pregnant women, and post-partum women. The target population includes people of all ages, races, ethnicities, sexual orientations, gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities. OTOP clients are low-income and uninsured or underinsured. This population has multiple layers of problems, including poly-drug abuse problems, psychiatric difficulties, life-threatening health problems, and significant cultural barriers to receiving proper care. This population is at especially high risk for HIV.

5. **Methodology**
   A. OTOP is located in Building 90 on Ward 93 and Ward 95 of the San Francisco General Hospital (SFGH) campus. SFGH is a University of California, San Francisco (UCSF) affiliate and a leader in medical teaching and research. OTOP is an outpatient methadone maintenance clinic admitting clients referred from SFGH inpatient units, outpatient clinics, and the Community Health Network (CHN). Referrals are made to the clinic via Project Homeless Connect, the Forensic AIDS Project, Walden House, Centralized Opiate Program Evaluation (COPE), other community organizations, and individual CHN inpatient and outpatient providers. Methadone maintenance slots are consistently full at OTOP, with availability based on patient turnover.

   B. The number of patients requesting methadone maintenance treatment consistently exceeds program capacity. In accordance with OTOP's mission and the needs of the San Francisco Department of Public Health (SFDPH), clients are prioritized in a consistent and objective fashion for admission:

   <u>Highest Priority</u>
   Patients with HIV/AIDS (especially those needing HIV primary care services, psychiatric services, or directly administered HIV medications)
   Tuberculosis patients requiring directly administered medication
   Pregnant patients refusing services at the Family Addiction Center for Education and Treatment (FACET)

   <u>High Priority</u>
   Patients with severe medical and/or psychiatric illness (OTOP Severity Scale)

Patients with disabilities
Patients with severe non-healing wounds
Discharged OTOP methadone maintenance patients who have relapsed
Patients with a spouse, partner or cohabitant in treatment at OTOP

All other patients are evaluated individually for admission based on the severity of their addiction, medical and psychiatric co-morbidity and psychosocial factors including homelessness. Admission decisions are made by a multi-disciplinary team including the medical director, nurse manager, nurse practitioner and counseling staff.

Individuals must be opiate dependent in order to be admitted to methadone maintenance. By integrating medical, psychiatric and substance abuse treatment in one geographic location, patient adherence to care and the ability to observe patient progress are greatly improved. Patients admitted to the OTOP program remain in treatment for varying lengths of time, ranging from several months to over 10 years. Criteria for successful completion include continued abstinence from illicit opiates and non-opiates, and consistent involvement in activities valued by the client (e.g. work, volunteer work, school, parenting, effective use of medical or psychiatric services, etc.) as appropriate for their level of health.

C. Service Delivery Model
Theory of Change/Logic Model
OTOP's overall "theory of change" is to employ evidence-based, population-specific approaches and interventions to improve client health.

Change strategies are selected based on the strength of the evidence base, applicability to our patient population, and availability of resources. Basic to OTOP is the use of methadone as opiate substitution therapy to treat opiate dependence. This approach has overwhelming support in the medical literature and is associated with high levels of retention in treatment, reduction in opiate use and improvement in overall health.

Substance abuse counseling occurs in all of the programs, and the theory of change is based on a strong therapeutic relationship focused on retention in treatment and utilizing components of the following therapeutic approaches integrated into an individualized treatment plan: motivational interviewing, harm reduction, case management, 12 step facilitation, cognitive behavioral therapy, community reinforcement approach and contingency management. Skills and strategies are reviewed in clinical supervision and in OTOP's weekly case review and all clinical staff attend specialized trainings including motivational interviewing and harm reduction trainings.

Integration of services ("one stop shopping") has been a critical strategy for OTOP. Co-location of substance abuse, mental health services, and medical services (HIV care, TB treatment) helps to overcome important barriers to care for clients who may lack time, financial resources, and organizational capacity to access services at multiple locations. This also allows OTOP to be able to truly say, "any door is the right door." Furthermore, bundling services with methadone dosing (TB treatment, HAART for HIV patients, and psychiatric medications) has demonstrated efficacy and is part of our ongoing clinical and research program at OTOP (research separately funded).

OTOP has several procedures in place to assist clients in safe management of prescribed medications. Nurse practitioners work closely with patients with HIV/AIDS providing education, refill assistance, evaluation of side effects, medication adherence counseling and support. For patients unable to manage their own medications, OTOP provides direct administration of psychiatric, HIV, and antituberculosis medications in conjunction with the methadone dose (limited by program capacity).

Client and Services Information (CSI) and CalOMS Data Collection

OTOP has a commitment to the timely and accurate completion of all CSI and CalOMS data collection. All OTOP programs currently complete the CSI and CalOMS data forms as required by CBHS at intake, annually and at exit. Staff time is budgeted for these updates.

Consumer and Family Engagement

All OTOP programs share a strong commitment to engaging our consumers and their families (as clients define family) in the treatment process and in program evaluation. Strategies for engagement and feedback reflect a Community Reinforcement Approach, are tailored to the specific program, and include:

- Ongoing process improvement committee with consumer (client) membership
- Annual open house for consumer agencies and neighborhood partners
- Consumer (client) focus groups held twice annually
- Careful review of patient satisfaction data
- Suggestion box
- Peer volunteer program which allows clients to participate actively with staff in program services and support
- Family meetings with clients and their identified family are common in our programs and may include counseling staff, medical staff, mental health providers and others

All suggestions, comments, satisfaction survey data and feedback from community agencies are reviewed and often lead to specific program changes. Following every focus group, input is reviewed and an action plan is developed to address client issues.

Special services available at OTOP include HIV primary care, psychiatric services, nursing services and social work services; medical and psychiatric triage services; directly administered tuberculosis therapy and prophylaxis; directly administered antiretroviral therapy and psychiatric medications (for clients unable to manage their own medications); and a Women's Center providing evidence-based services to female clients. These services are anchored in strong ongoing relationships with other service providers including the Positive Health Program, the TB Clinic, the DPH Primary Care and Mental Health clinics, SFGH and its emergency room, the Integrated Soft Tissue Infection Services clinic (ISIS [wound care]), and Psychiatric Emergency Services. OTOP has been commended by agencies including the California Department of Alcohol and Drug Programs (ADP), Commission on Accreditation of Rehabilitation Facilities (CARF) and SFGH for the range and effectiveness of services provided.

OTOP also provides infrastructure, support services and licensing for several innovative programs developed in collaboration with CBHS including the Methadone Van program and Office Based Opiate Treatment Program (OBOT). OTOP provides initial client evaluation and stabilization, 24/7 on call physician service for backup and consultation, re-stabilization for struggling clients, weekend dosing services for selected Methadone Van patients and other services as needed. Clients can move between programs efficiently to provide the appropriate level of care and location and type of service needed to achieve client and program goals.

In addition to direct service provision, OTOP is also an important educational site for San Francisco Bay Area clinicians. OTOP provides half-day trainings to nursing students (UCSF, CCSF, and USF), nurse practitioner students (UCSF), and medical students and residents (UCSF). Physicians participating in the OBOT program (see separate appendix) and other interested physicians and nurse practitioners also receive specific training in the management of opioid dependence at OTOP. OTOP also serves as a training site for HIV primary care providers needing specific training in working with patients who have co-occurring substance abuse or dependence.

OTOP opened a Women's Focus area on Ward 95 with a communal space for women with group counseling sessions and other activities, and a safe play area for children. This represents an acknowledgement of a growing body of research supporting specialized needs of women in treatment and

improved outcomes for women who have their own treatment space. The women's communal space includes coffee and snacks, phones and computers for client use, and information on community resources for women and children. The safe play area for children allows the maternal and child health RN counselor to provide direct observation of and hands-on training in parenting skills to women and their family members. Group counseling sessions for women address issues that are often difficult to explore fully in mixed gender groups (e.g. safer sex skills for women, sexuality without drugs, parenting skills, menopause and aging). With client consent, family members are invited to participate in family groups addressing topics such as addiction and recovery, methadone, and effective support for recovering family members. Pregnant and parenting clients receive individual counseling from the OTOP maternal and child health RN counselor (funded by SFGH). Women with mental health problems who are unable to engage with an outside mental health provider receive onsite medication management and assessment from advanced practice psychiatric nurses and a psychiatrist. Clients with borderline personality disorder also receive DBT in individual counseling and skills groups. In addition to the programmatic enhancements described above, OTOP will expand its collaborations with other women's programs, such as Ladies Night at Mission Neighborhood Resource Center, the Homeless Prenatal Program, the Infant Parent Psychotherapy Program, Jelani House, and Iris Center.

Because opiate addicts have often learned to distrust service providers, another important strategy is selection and training of staff so that services are as accessible to clients as possible. Staff is diverse in ethnicity and sexual orientation, and skilled at engaging people of color as well as gay, bisexual, and transgender individuals. All staff are trained and supervised to maximize overall program competence with cultural, sexual orientation, and gender issues. Staff training includes DSAAM inservices, CBHS educational programs, community seminars, and the SFGH Department of Psychiatry cultural competence training.

The facility is easily accessible by MUNI and BART. A limited number of bus tokens are available to clients for transportation to and from the clinic. HIV positive clients are eligible for and helped to apply for van services. Disabled clients are eligible for and assisted with applying for Para transit services.

Services

All clinical staff are licensed (or, in the case of Substance Abuse Counselors, meet certification requirements to work), and have extensive experience and expertise in the assessment and treatment of substance related disorders including use, misuse, and dependence of all drug classifications. They also have training and experience in the following areas: harm reduction education, motivational interviewing, patient-centered recovery model, dual diagnosis assessment and treatment, and extensive knowledge in available community care resources.

Services include but are not limited to:

1. **Methadone replacement therapy**
2. **Individual counseling** done by Certified Drug/Alcohol Counselors, minimum of 50 minutes a month, time in counseling is dependent on patient acuity and need. Counseling time is based on patient readiness for change, and strategies effective for the patient's readiness for change. Precontemplative and contemplative patients are counseled using a motivational interviewing approach.
3. **Random urine drug screening** for the presence of methadone and methadone metabolites as well as other illicit substance at least one time a month
4. **Voluntary group counseling** done by Certified Drug/Alcohol Counselors, Registered Nurses, Nurse Practitioners or our Social Worker Groups are held daily and patients are either self referred or referred by their counselors for treatment in-group.
5. **Medical and psychiatric triage services.** Nurse practitioners and registered nurses are available during clinic hours to assess and provide referral to patients needing medical or psychiatric treatment.

6. **Directly observed medication** in the dispensary for patients having difficulty adhering to HIV medication regimens, TB medication, and psychiatric medications regimens. All directly observed therapy (DOT) is strictly voluntary to the patient and methadone dosing is not dependent on the patient's willingness to take DOT on any given day.
7. **Psychiatric evaluations, psychiatric medication management and brief psychotherapy** is provided to patients based on patient need and availability of practitioner. All HIV patients are evaluated psychiatrically within 3 months of admission the Methadone Maintenance Program. (CARE funded)
8. **Initial and annual history and physical** by an MD or NP is provided to each patient in treatment at OTOP and records of a current problem list and medications are updated at least one time a year. Referrals are made to other clinics and providers as needed.
9. **Phlebotomy services** for medical screening of RPR and TB, methadone levels for peak and trough, and HIV testing (HIV funded) for all patients upon admission and annually thereafter. Primary care physicians requesting lab work that cannot be obtained through typical labs use our expert phlebotomist to draw needed clinical labs.
10. **Social and medical resources** are provided by an LCSW. The LCSW assists clients with housing, applications for financial assistance, case management and other psychosocial needs
11. **HIV clinics** staffed by HIV physicians are held 3X week for HIV positive patients in the clinic. Case conferences are held monthly with the HIV MD's and medical team at OTOP to insure good case coordination. (Funded by CARE)
12. **TB care** is coordinated by an NP after identification of patients needing care at our adjacent TB clinic at SFGH.
13. **Medication adherence.** RNs and patients work together to set up medisets to help with adherence to various medication regimes (funded by other components).

Schedule
The OTOP clinic hours are:
Monday, Tuesday, Wednesday, Thursday and Friday 6:45-11:00am and 12:30- 2:00pm. On Saturday and Sunday, the clinic is open between 7:30-11:30am and 12:30-2:00pm.

Clients engage in the following schedule of activities:
Clients admitted to methadone maintenance are given intake orientation/assessment/ treatment planning, and an intake physical exam/lab work. The intake includes an Addiction Severity Index (ASI) and California Outcomes Measurement System (CalOMS). Each client is scheduled to receive one methadone dose per day. Clients attend the clinic 7 days per week, Monday through Sunday, unless they have take-home doses for medical reasons or based on time and progress in the program in accordance with Title 9 regulations. Clients are dosed at the clinic no less than one day per every two weeks unless they are hospitalized, incarcerated, or courtesy dosed at another clinic when traveling outside the Bay Area. OTOP clients receive 50 minutes of individual counseling per month. At each visit, additional services are provided as needed, including random monthly urine tests, annual physical exams, medication monitoring/dose adjustments, medical triage and referral, social service referral and advocacy, and additional services described on other funding components.

Progression
Patients are admitted into methadone maintenance in various ways: direct admits from the hospital and other CHN units, and through the limited term methadone detoxification program. Patients from the Forensic AIDS Project in jail or who are pregnant are admitted directly to methadone maintenance. Most patients are admitted to methadone detoxification and transferred into a maintenance slot. Prioritization to methadone maintenance slots is based on severity of illness. At intake, a comprehensive evaluation is done with both a psychosocial needs assessment and physical examination. Due to the regulations around opiate treatment per Title 9 of the California Code of Regulations for Narcotic Treatment Programs, OTOP adheres to strict rules regarding administration of methadone and phases of treatment. Please refer to this document for an in-depth description of patient treatment found in subchapter 5.

Outreach
Outreach focuses on the primary routes of intervention and referral with outreach to the inpatient treatment providers at SFGH. OTOP is listed in the National Directory of Drug and Alcohol Abuse Treatment Programs published by the Department of Health and Human Services. OTOP collaborates in regular meetings and in-services at SFGH to inform inpatient and outpatient units at the hospital about our services. Regular collaboration with outpatient substance use and psychiatric providers occurs in a yearly open house for the program, in case conferencing about common clients and in presentations done by OTOP staff in the community. OTOP is quite involved in community events and educational forums conducted by CBHS, and is frequently involved with educating other providers about the benefits of methadone to the patients we serve.

The demand far exceeds supply of methadone maintenance treatment in San Francisco. The most effective outreach is done by patients who attend or have attended our clinic. Having an easily accessible detoxification and stabilization program funded by SFGH allows patients eligible for services at OTOP to be triaged into maintenance treatment as openings occur and allows us to screen for the most severe psychiatric and medically ill patients to be admitted into our maintenance program. Of the 12,000-18,000 injection drug users (IDUs) in San Francisco 8,000-10,000 are heroin dependent, and heroin use continues to rise.

Linkages
A participant's individual counselor also serves as his or her advocate in assisting the participant in obtaining services from other community service agencies and governmental programs. These include but are not limited to assistance with housing, food, vocational rehabilitation, entitlement programs, medical care, acupuncture, and HIV services. OTOP staff also refer clients to other needed treatment services, such as other modalities of drug treatment (e.g. residential programs), to mental health services (county mental health clinics, psychiatric emergency services, or specialty clinics), to medical care (e.g. CHN including the SFGH Ward 86 AIDS clinic and Ward 94 TB Clinic), and to social services (e.g. Catholic Charities).

In addition, formal referral and liaison arrangements exist with:
- SFGH AIDS Clinic, Ward 86
- Wound Care Center, SFGH 4C
- SFGH Emergency Department Case Management

Evaluation
The program responds to multiple levels of authority, reporting to SFDPH primarily through its affiliation with CBHS and SFGH, and reporting to the University of California through affiliation with the Department of Psychiatry, Division of Substance Abuse and Addiction Medicine (DSAAM). The service is also accountable to regulatory agencies such as the DEA, FDA, and the State Department of ADP.

Attainment of performance/outcome objectives is evaluated using Avatar, which now includes CalOMS. The program makes a commitment to collect data with integrity by appropriately trained and skilled staff. The OTOP project assistant will enter data into Avatar as instructed in a timely fashion but no less often than monthly. The OTOP project assistant will administer the CBHS client satisfaction survey. Management staff will review, analyze, comment, and acknowledge reports prepared by CBHS.

OTOP will maintain certification from the State Department of ADP and remain in compliance with its certification standards dated July 1999.

Staffing
See Appendix B for staffing.

Units of Service

Unit of Service definition
The Unit of Service (UOS) definition for Narcotic Treatment Programs is based on California Code of Regulations Title 9, Narcotic Treatment Protocols, and Title 20, Medi-Cal Protocols. One UOS is defined as either one dose of methadone or LAAM (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. Groups must be 4-10 members in size. For Medi-Cal reimbursement, the standards for service delivery specify daily dosing and five units of counseling per month.

Unduplicated Clients (UDC)
The treatment cycle is indefinite in length depending on a treatment plan developed between a client and counseling/medical/psychiatric staff. The treatment cycle is expected to be at least 12 months in length, but in practice there is a 10% turnover rate.

375 treatment slots x (1.00/.90) cycles annually = 417 methadone maintenance UDC

Unit of Service Calculation
For 375 clients in Reporting Unit (RU) 38134:
375 treatment slots x 365 days per year x 90% utilization x 0.55 of FY 10-11 budget (estimated) = 67,753 doses

375 slots x 5 ten-minute increments of counseling per client per month x 12 months x 0.55 of FY 2010-11 budget (estimated) = 12,375 individual counseling units

Three 90-minute groups per week with 6 clients each = 3 x 9 x 6 = 162 group increments per week; 162 group units per week x 50 weeks x 0.55 of FY 2010-11 budget (estimated) = 4,455 group counseling units

Total CBHS units = 84,583 units

6. Objectives and Measurements

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

Objective A.2: Reduce Substance Use
A.2.a
Methadone Objective – During Fiscal Year 2010-11, 70 % of clients admitted into methadone treatment will still be in methadone treatment and stay in treatment for 12 months after admission.

Data Source:
Avatar and Methasoft

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

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

A.2.b

Substance Abuse Outpatient 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. For Substance Abuse Residential Treatment Providers, this will be measured from admission to discharge for clients who remain in the program for 30 days or longer.

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

Data Source:
CalOMS.

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

A.2.c
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 60 days or longer. For Substance Abuse Residential Providers, this objective will be measured on new clients admitted during Fiscal Year 10-11, who remained in the program for 30 days or longer.

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

Data Source:
CalOMS.

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

B. OTHER MEASURABLE OBJECTIVES

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.
Note: except 24-hour programs

Objective F.1: Health Disparity in African Americans
F.1.a: Metabolic and health screening
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.

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

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 made it available to all contractors and civil service clinics by September 2010.

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

Objective H.1: Planning for Performance Objective FY 2011-2012
H.1.a: Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.

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

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

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

7. Continuous Quality Improvement
Attainment of performance/outcome objectives will be evaluated using Avatar, which now includes CalOMS. The program makes a commitment to collect data with integrity by appropriately trained and skilled staff. An OTOP administrative assistant will enter data into the Avatar computerized database as instructed in a timely fashion but no less often than monthly. The OTOP project assistant will also administer the CBHS client satisfaction survey. Management staff will review, analyze, comment, and acknowledge reports prepared by CBHS.

Attainment of integration objectives will be evaluated according to CBHS definitions of change agent, mental health partner, and primary care partner.

OTOP will maintain certification from the State Department of Alcohol and Drug Programs (ADP) and remain in compliance with its certification standards dated July 1999.

1. **Program Name: Office Based Opiate Treatment (OBOT)**
   Program Address: 1380 Howard Street
   San Francisco, CA 94103
   Telephone: (415) 255-3601
   Facsimile: (415) 255-3529

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

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

3. **Goal Statement**

The mission of the Division of Substance Abuse and Addiction Medicine (DSAAM) is to improve the quality of life for our clients and the public by providing the highest quality addiction treatment and reducing the dangers of drug abuse and its consequences. DSAAM provides counseling, health and adjunctive services in an integrated, humane and culturally sensitive manner to clients, including those who suffer from multiple medical, psychological, and social problems. In addition, DSAAM is committed to increasing and disseminating knowledge of drug abuse and treatment through research and training.

The mission of Office Based Opiate Treatment (OBOT) is to improve the lives of opiate dependent people in San Francisco by providing a medically supervised alternative to illicit opiate use in innovative office settings. This mission applies to all arms of OBOT, including community OBOT methadone, OBOT Buprenorphine Induction Clinic (OBIC), and Centralized Opiate Program Evaluation (COPE).

4. **Target Population**

- San Francisco residents with opiate dependence
- Primary target population: drug of choice is heroin, though any opiate dependent adults may be considered for eligibility
- Secondary target population: low income
- The target population will be adult male and female San Francisco residents who can benefit from opiate agonist maintenance treatment in settings outside of the traditional Narcotic Treatment Program (NTP) setting.

5. **Methodology**

Description

OBOT is centrally located at 1380 Howard Street with Behavioral Health Access Services. It is affiliated with both UCSF and the San Francisco Department of Public Health (SFDPH). OBOT is an outpatient opiate treatment program that utilizes both methadone and buprenorphine at multiple community sites. Medical care is provided by community physicians with addiction expertise and training under the supervision of the OBOT medical director. Patients visit their physician and substance abuse counselor at community sites and receive either methadone or buprenorphine through community pharmacies (San Francisco General Hospital [SFGH] pharmacy and the Community Behavioral Health Services [CBHS] pharmacy). Referrals to OBOT are made by community physicians at OBOT community sites and via numerous other portals of entry to Behavioral Health Services, including but not limited to: Project Homeless Connect, the HOT team, and Treatment Access Program (TAP), and Mental Health Access ("Access").

*Methadone patients generally begin treatment at OTOP in a specialized stabilization track before transferring to the care of a community physician.

*Buprenorphine patients begin their specialized treatment at OBIC, where they receive efficient and expert care for several weeks before continuing their care with a community provider.

* COPE facilitates access to OBOT methadone and buprenorphine treatment and to other Opiate Replacement Treatment (ORT) in San Francisco by referring clients to all ORT slots that receive General Fund monies from the SFDPH. COPE is thus an entry portal into OBOT and into the SFDPH ORT system of care.

Patient selection is based on established criteria, and highest priority is given to homeless and indigent patients who are injection drug users. When necessary, program staff will help to place patients with a physician who can prescribe buprenorphine.

Strategies
In order to help community partners to develop the skills needed to treat opiate dependent patients in the outpatient setting, the OBOT program has provided and continues to provide extensive training and support. This includes buprenorphine training programs for medical providers, DSAAM physicians on call 24/7 for consultation, and a clinical coordinator to provide logistic support, clinical supervision and assistance with regulatory compliance at the community sites.

There are several direct patient service initiatives that help patients to succeed in treatment. First, there are substance abuse counselors available to all patients in the OBOT program for regular counseling. Second, there are several regular group meetings to provide additional support and resources.

Because opiate addicts often have unsatisfactory encounters with service providers, another important strategy is selection and training of staff so that services are as accessible as possible to clients. Staff are diverse in ethnicity and sexual orientation, and skilled at engaging people of color as well as gay, bisexual, and transgender individuals. All staff are trained and supervised to maximize overall program competence with cultural, sexual orientation, and gender issues. Staff training includes DSAAM in-services, CBHS educational programs, community seminars, and the SFGH Department of Psychiatry cultural competence training. The facility is easily accessible by MUNI and is in a central location for many patients.

Regular client satisfaction surveys are administered. Attempts are made to address and change the program to accommodate client suggestions.

Services
OBOT patients are assigned to counselors for the assessment and treatment of substance dependence issues. Methadone patients meet with counselors for 50 minutes or more each month, and buprenorphine patients meet with counselors on a regular basis as clinically indicated. All clients are screened for TB, receive TB chemoprophylaxis if needed, and referred to the TB clinic at SFGH (Ward 94) if treatment of active TB is required.

Schedule
*Clinic hours at OBIC are Monday through Friday 8:30 am to noon. At community clinic sites, patients make appointments to see their counselor or physician.

*Clinic hours at COPE are Monday through Friday 1:00 pm to 5:00 pm.

Progression
At the time of referral, patients are evaluated for buprenorphine or methadone treatment. They may proceed directly to OBIC for buprenorphine treatment or spend a period of time at OTOP in stabilization for buprenorphine or methadone treatment. Once induction and stabilization are completed, patients transfer to the care of a community physician and counselor at an OBOT community site. Patient progress in treatment is carefully monitored and individualized treatment plans are developed based on the expertise of the clinical team and the patient's needs and desires. Patients generally continue in treatment for at least one year.

Outreach

Outreach occurs through Project Homeless Connect, COPE, self-referral, and referral from other treatment providers including OTOP and Walden House. OBOT staff engage in education and outreach at community sites that work with homeless and indigent patients.

Linkages
Through its affiliation with OTOP, OBOT maintains a variety of linkages with letters of cooperation. See Appendix A-1 CBHS OTOP.

Evaluation
The program responds to multiple levels of authority, reporting to SFDPH primarily through its affiliation with CBHS and SFGH, and reporting to the University of California through affiliation with the Department of Psychiatry DSAAM. The service is also accountable to regulatory agencies such as the DEA, FDA, and the State Department of Alcohol and Drug Programs.

By agreement with CBHS, OBIC and COPE are required to complete 1 Unit of Service annually as entered in the Avatar system.

Attainment of integration objectives will be evaluated according to CBHS definitions of change agent, mental health partner, and primary care partner.

Staffing
See Appendix B for staffing.

Units of Service
Unit of Service definition
The Unit of Service (UOS) definition for Narcotic Treatment Programs is based on California Code of Regulations Title 9, Narcotic Treatment Protocols, and Title 20, Medi-Cal Protocols. One UOS is defined as either one dose of methadone or LAAM (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. Groups must be 4-10 members in size. For Medi-Cal reimbursement, the standards for service delivery specify daily dosing and five units of counseling per month.

Unduplicated Clients (UDC)
The treatment cycle is indefinite in length depending on a treatment plan developed between a client and counseling/medical/psychiatric staff. The treatment cycle is expected to be at least 12 months in length, but in practice there is a 10% turnover rate.

100 treatment slots x 1.10 cycles annually = 110 UDC

Unit of Service Calculation

1 administrative UOS

6. Objectives and Measurements

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

Programs will be exempt from meeting this objective if more than 50% of the total number of inpatient episodes was used by 5% or less of the clients hospitalized.
Note: except supported housing programs.

Objective A.2: Reduce Substance Use
A.2.a
Methadone Objective – During Fiscal Year 2010-11, 70 % of clients admitted into methadone treatment will still be in methadone treatment and stay in treatment for 12 months after admission.

Data Source:
Avatar and Methasoft

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

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

A.2.b
Substance Abuse Outpatient 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. For Substance Abuse Residential Treatment Providers, this will be measured from admission to discharge for clients who remain in the program for 30 days or longer.

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

Data Source:
CalOMS.

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

A.2.c
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 60 days or longer. For Substance Abuse Residential Providers, this objective will be measured on new clients admitted during Fiscal Year 10-11, who remained in the program for 30 days or longer.

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

Data Source:
CalOMS.

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

B. OTHER MEASURABLE OBJECTIVES

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.
Note: except 24-hour programs

Objective F.1: Health Disparity in African Americans
F.1.a: Metabolic and health screening

Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.

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

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 made it available to all contractors and civil service clinics by September 2010.

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

Objective H.1: Planning for Performance Objective FY 2011-2012
H.1.a: Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.
System of Care, Program Review, and Quality Improvement unit will provide feedback to contractor/clinic via new clients survey with suggested interventions. The contractor/clinic will establish performance improvement objective for the following year, based on feedback from the survey.

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

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

7. Continuous Quality Improvement
Attainment of performance/outcome objectives will be evaluated using the Billing Information System (BIS), which now includes CalOMS. The program makes a commitment to collect data with integrity by appropriately trained and skilled staff. The OBOT administrative assistant will enter data into the BIS computerized database as instructed in a timely fashion but no less often than monthly. The OBOT administrative assistant will administer the CBHS client satisfaction survey. Management staff will review, analyze, comment, and acknowledge reports prepared by CBHS.

Attainment of integration objectives will be evaluated according to CBHS definitions of change agent, mental health partner, and primary care partner.

1. **Program Name: OTOP Methadone Maintenance Vans**
   Program Address: 1001 Potrero Avenue, Ward 93
   San Francisco, CA 94110
   Telephone: (415) 206-8412
   Facsimile: (415) 206-6875

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

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

3. **Goal Statement**
   Provide methadone maintenance through mobile vans.

4. **Target Population**
   - San Francisco residents with opiate dependence
   - Primary target population: drug of choice is heroin.
   - Secondary target population: Residence or proximity to Bayview, Mission or Sunnydale neighborhoods.
   - Tertiary target population: low income
   - The target population will be adult male and female San Francisco residents who can benefit from the use of mobile methadone maintenance. See OTOP Appendix A-1 for additional information.

5. **Methodology**
   The methadone van provides dosing and counseling services available at the Opiate Treatment Outpatient Program (OTOP), at the Walden House site in the Mission, the NIA/Institute for Community Health Outreach (ICHO) site in Bayview Hunters Point, and at the site in the Sunnydale district. The van provides services at these sites Mondays through Fridays. Patients ineligible for weekend take-home doses can receive Saturday and/or Sunday doses at OTOP. Patients are referred out for psychiatric services and primary medical care. Van patients with HIV may receive their psychiatric services at OTOP. Others are referred to Community Behavioral Health Services (CBHS) mental health clinics as appropriate.

   Mission
   Description:
   While most clients served at OTOP Ward 93 are unusually psychiatrically and medically complex, clients referred to the van are more stable and less in need of psychiatric and medical services at OTOP Ward 93.

   Strategies:
   Van clients receive services in the community. Referrals are provided to medical and psychiatric providers located convenient to them.

   Services:
   - On-site and take-home methadone dosing
   - Individual counseling, including HIV risk reduction counseling
   - Urine toxicology screening
   - Referral for medical and psychiatric care
   - On-site hepatitis A & B vaccination

   Schedule, Progression, Linkages:
   See Appendix A-1 CBHS OTOP.

   Outreach:

The two original methadone van sites have reached their original projected census. In the coming year, coordinated recruitment efforts and outreach will continue with other NTPs including Westside Community Services and the Bayview methadone clinic. Referrals from OTOP, Centralized Opiate Program Evaluation (COPE) and a variety of community agencies will continue to build the census at the Sunnydale mobile methadone van site. Efforts are underway to streamline van-dosing procedures in order to maximize the number of patients that can be served with existing resources.

Staffing:
See Appendix B for staffing.

Units of Service:
Unit of Service definition
The Unit of Service (UOS) definition for Narcotic Treatment Programs is based on California Code of Regulations Title 9, Narcotic Treatment Protocols, and Title 20, Medi-Cal Protocols. One UOS is defined as either one dose of methadone or LAAM (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. Groups must be 4-10 members in size. For Medi-Cal reimbursement, the standards for service delivery specify daily dosing and five units of counseling per month.

Unduplicated Clients (UDC)
The Treatment cycle is indefinite in length depending on a treatment plan developed between a client and counseling/medical/psychiatric staff. The treatment cycle is expected to be at least 12 months in length, but in practice there is a 10% turnover rate.

276 treatment slots x 1/.90 cycles annually = 306 mobile methadone van maintenance UDC

Unit of Service Calculation
Methadone Doses for Walden clients in RU71134:

80 treatment slots x 365 days per year x 90% utilization x 0.57 of FY 2010-11 budget (estimated) = **14,980 doses**

Individual Counseling for Walden clients in RU71134:
80 slots x 5 ten-minute increments of counseling per client per month x 12 months x 0.57 of FY 10-11 budget (estimated) = **2,736 counseling units**

Methadone Doses for Bayview clients in RU72134:
124 treatment slots x 365 days per year x 90% utilization x 0.57 of FY 2010-11 budget (estimated) = 23,218 doses

12 treatment slots x 273 days (Oct 2010-June 2011) x 90% utilization x 0.57 of FY 2010-11 budget = 1,681 doses (prorated for new counselor)

12 treatment slots x 181 days per year (Jan-June 2011) x 90% utilization x 0.57 of FY 2010-11 budget (estimated) = 1114 doses (prorated for new counselor)

12 treatment slots x 91 days (Apr-June 2011) x 90% utilization x 0.57 of FY 2010-11 budget (estimated) = 560 doses (prorated for new counselor)
Total doses for Bayview = 26,573 doses

Individual Counseling for Bayview clients in RU72134:
124 slots x 5 ten-minute increments of counseling per client per month x 12 months x 0.57 of FY 2010-11 budget (estimated) = 4,241 counseling units

12 slots x 5 ten-minute increments of counseling per client per month x 9 months x 0.57 of FY 2010-11 budget (estimated) = 308 counseling units (prorated for new counselor)

12 slots x 5 ten-minute increments of counseling per client per month x 6 months x 0.57 of FY 2010-11 budget (estimated) = 205 counseling units (prorated for new counselor)

12 slots x 5 ten-minute increments of counseling per client per month x 3 months x 0.57 of FY 2010-11 budget (estimated) = 103 counseling units (prorated for new counselor)

Total counseling units for Bayview = 4,857 counseling units

Methadone Doses for Sunnydale clients in RU73134:

30 treatment slots x 365 days per year x 90% utilization x 0.57 of FY 2010-11 budget (estimated) = 5,617 doses

4 treatment slots x 181 days per year (Jan-June 2010) x 90% utilization x 0.57 of FY 2010-11 budget (estimated) = 371 doses (prorated for new counselor)

2 treatment slots x 91 days per year (Apr-June 2010) x 90% utilization x 0.57 of FY 2010-11 budget (estimated) = 93 doses (prorated for new counselor)
Total dosing units for Sunnydale = 6,081 dosing units

Individual Counseling for Sunnydale clients in RU73134:

30 slots x 5 ten-minute increments of counseling per client per month x 12 months x 0.57 of FY 2010-11 budget (estimated) = 1,026 counseling units

4 slots x 5 ten-minute increments of counseling per client per month x 6 months x 0.57 of FY 2010-11 budget (estimated) = 68 counseling units (prorated for new counselor)

2 slots x 5 ten-minute increments of counseling per client per month x 3 months x 0.57 of FY 2010-11 budget (estimated) = 17 counseling units (prorated for new counselor)
Total counseling units for Sunnydale = 1,111 counseling units

Total CBHS Van dosing units = 47,634 units
Total CBHS Van counseling units = 8,704 units

Total CBHS Van units = **56,338 total units**

6. Objectives and Measurements

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

Objective A.2: Reduce Substance Use

A.2.a
Methadone Objective – During Fiscal Year 2010-11, 70 % of clients admitted into methadone treatment will still be in methadone treatment and stay in treatment for 12 months after admission.

Data Source:
Avatar and Methasoft

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

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

A.2.b
Substance Abuse Outpatient 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. For Substance Abuse Residential Treatment Providers, this will be measured from admission to discharge for clients who remain in the program for 30 days or longer.

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

Data Source:
CalOMS.

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

A.2.c
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 60 days or longer. For Substance Abuse Residential Providers, this objective will be measured on new clients admitted during Fiscal Year 10-11, who remained in the program for 30 days or longer.

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

Data Source:
CalOMS.

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

B. OTHER MEASURABLE OBJECTIVES

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.
Note: except 24-hour programs

Objective F.1: Health Disparity in African Americans
F.1.a: Metabolic and health screening
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.

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

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

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 made it available to all contractors and civil service clinics by September 2010.

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

Objective H.1: Planning for Performance Objective FY 2011-2012
H.1.a: Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.

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

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

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

***7. Continuous* Quality Improvement**
Attainment of performance/outcome objectives will be evaluated using Avatar, which now includes CalOMS. The program makes a commitment to collect data with integrity by appropriately trained and skilled staff. The methadone van administrative assistant will enter data into Avatar as instructed in a timely fashion but no less often than monthly. The methadone van administrative assistant will administer the CBHS client satisfaction survey. Management staff will review, analyze, comment, and acknowledge reports prepared by CBHS.

Attainment of integration objectives will be evaluated according to CBHS definitions of change agent, mental health partner, and primary care partner.

The methadone van will maintain certification from the State Department of Alcohol and Drug Programs (DADP) and remain in compliance with its certification standards dated July 1999.

1. **Program Name: HIV Set-Aside**
   Program Address: 1001 Potrero Avenue, Ward 93
   San Francisco, CA 94110
   Telephone: (415) 206-8412
   Facsimile: (415) 206-6875

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

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

3. **Goal Statement**
   The mission of the Division of Substance Abuse and Addiction Medicine (DSAAM) is to improve the quality of life for our clients and the public by providing the highest quality addiction treatment and reducing the dangers of drug abuse and its consequences. The mission of the HIV Set-Aside Program is to prevent contraction or to delay progression of their respective diseases.

   DSAAM provides counseling, health and adjunct services in an integrated, humane and culturally sensitive manner to clients, including those who suffer from multiple medical, psychological, and social problems. In addition, DSAAM is committed to increasing and disseminating knowledge of drug abuse and treatment through research and training.

4. **Target Population**
   - San Francisco residents with opiate dependence enrolled in the OTOP detox, maintenance or van program.
   - Primary target population: drug of choice is heroin.
   - Secondary target population: co-occurring psychiatric or medical disorder.
   - Tertiary target population: low income.

   The target population is adults who have substance use disorders, who have HIV or are at high risk for HIV, and who reside in San Francisco, particularly the Mission, South of Market and Tenderloin areas. Most of these individuals are low-income and uninsured or underinsured. The target population includes a large proportion of African American, Latino, gay, lesbian, bisexual, and transgender individuals, women of childbearing age, pregnant women, and post-partum women. The target population includes opiate dependent individuals of all ages, races, ethnicities, sexual orientations, gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities. The target population generally has multiple problems, including substance abuse or dependence, psychiatric disorders, HIV and/or other life-threatening health problems, and significant cultural barriers to receiving proper care.

5. **Methodology**
   Description
   The HIV prevention and treatment services are housed with their host programs: Opiate Treatment Outpatient Program (OTOP) at San Francisco General Hospital (SFGH) and the OTOP methadone vans (Bayview, Mission, and Sunnydale sites). SFGH is a University of California, San Francisco (UCSF) affiliate and a leader in medical teaching and research. Admission criteria, intended length of stay, and average length of stay are the same as for the host programs where the HIV prevention and intervention services are provided. Clients in the host programs are eligible for HIV services for the duration of their stay.

   Strategies
   The HIV prevention services include HIV risk reduction counseling (reducing transmission or progression of HIV) and HIV testing. Advances in HIV testing technology at the SFGH Clinical Laboratory allow rapid (within 8 hours) results for OTOP patients. Because phlebotomy is required for syphilis and TB testing, a blood sample for HIV testing can be obtained simultaneously, obviating the need for an additional blood draw from the patient. Other services for HIV positive clients include blood draws (phlebotomy) and

medication adherence reviews. The HIV prevention and intervention services provided to OTOP detox, maintenance, and van clients include:

1. HIV risk reduction counseling (individual or group; beyond the first session each year),
2. Opt-out HIV testing for all OTOP patients at intake and annually, per the following policy and procedure:
   Subject: HIV testing at OTOP

   Policy: It is the policy of OTOP to provide HIV testing that meets the current recommendations of the CDC.[i]

   For patients in all health care settings:
   - HIV screening is recommended for patients in all health care settings after the patient is notified that testing will be performed unless the patient declines (opt-out screening).
   - Persons at high risk for HIV infection should be screened for HIV at least annually.
   - Separate written consent for HIV testing should not be required; general consent for medical care should be considered sufficient to encompass consent for HIV testing.
   - Prevention counseling should not be required with HIV diagnostic testing or as part of HIV screening programs in health-care settings.

   For pregnant women:
   - HIV screening should be included in the routine panel of prenatal screening tests for all pregnant women.
   - HIV screening is recommended after the patient is notified that testing will be performed unless the patient declines (opt-out screening).
   - Separate written consent for HIV testing should not be required; general consent for medical care should be considered sufficient to encompass consent for HIV testing.
   - Repeat screening in the third trimester is recommended in certain jurisdictions with elevated rates of HIV infection among pregnant women.

   Procedure

   Criteria for Screening
   HIV screen tests are obtained for all OTOP patients:
   - Admitted to detox
   - Admitted to maintenance
   - In maintenance treatment during annual visit with an OTOP medical provider
   - Who are pregnant
     1) On admission
     2) Testing positive for pregnancy
     3) During the beginning of the third trimester
   - Upon patient request (unless unjustified medically)
   - Medical provider recommendation

   Ordering and Obtaining the HIV Test
   1) The admitting nurse practitioner or MD orders the HIV test along with other required laboratory tests. No special consent needs to be obtained, but the patient should be aware of what lab work is being ordered and has the right to refuse the HIV test. HIV testing is not a requirement for treatment at OTOP.
   2) If a patient refuses an HIV test, the medical provider should give and document informed refusal. **Informed refusal:** When a patient refuses an intervention, information will be exchanged which will help the patient understand the nature of the recommended intervention, its risks, complications, expected benefits or effects, and the likely consequences of refusing the intervention. This informed refusal is documented in the medical record.[ii]
   3) When drawing the blood for an HIV test, the phlebotomist uses universal precautions per hospital procedure and draws one tube of blood in a gold gel tube.[iii]

4) The blood is sent to the lab at SFGH and is tested.

Results

1) The initial results are obtained from the lab within one working day unless the results show a preliminary positive.
2) If the results show a preliminary positive, the lab will send the remainder of the blood from the tube for confirmatory testing. (Usually results are available in 3-4 working days)
3) If patients ask how long it will take to get their results back, they are informed that it will take from 1-7 days.

Negative Results

1) The negative results along with a form *HIV Negative Test Results Counseling Documentation* are distributed to the ordering provider by the Phlebotomist.
2) The nurse practitioner will review the results, initial them, and place them in the MD Sign Box. The *HIV Negative Test Results Counseling Documentation* form will be signed by the provider and given back to the phlebotomist for distribution.
3) The phlebotomist will distribute the results to the patient's counselor.
4) At the first possible time (usually the patients first dosing day after the results are obtained), the counselor will meet with the patient and discuss the negative results and document on the result form, checking each section reviewed and sign and date the bottom of the form.
5) If the patient refuses counseling, this should be documented on the *HIV Negative Test Results Counseling Documentation* form.
6) *The HIV Negative Test Results Counseling Documentation* form will be returned to the phlebotomist.
7) The phlebotomist will record in the database that the counseling has been completed and place the completed *HIV Negative Test Results Counseling Documentation* form in the To Be Filed box in medical records for filing.

Positive Results

1) If the results are positive, the laboratory will call the Positive Health Access to Services and Treatment (PHAST) team. The PHAST team will notify the clinic director or designee by pager (415-327-4207) at OTOP. The positive results, along with the patient's B #, DOB, and first and last name, will be read back by the clinic director or designee to the PHAST team staff.
2) On the next business day, staff trained in HIV test counseling and a medical provider (if possible) will meet with the patient to inform the patient of their HIV results using the protocol developed by the AIDS Health Project.
3) Disclosure will be documented in the LCR and the patient's medical record immediately after counseling. The patient's response to the counseling will be noted as well as any follow up referrals that were discussed during the counseling.

Medical Record

1) HIV results and associated documentation will be placed in the medical section of the patient's record. The HIV prevention and intervention services provided to OTOP detox, maintenance, and van clients also includes:

    - HIV testing by patient request.
    - Phlebotomy for HIV positive clients.
    - Nurse practitioner visits for HIV positive clients in detox.
    - HIV medication adherence visits for HIV positive clients in maintenance in OTOP maintenance or van maintenance.
    - The staffing, cultural competence, and continuous quality improvement strategies used in the host programs, OTOP and the OTOP methadone vans, are also applied to the HIV services.

Linkages
This ancillary service is *integrated* with substance abuse treatment, medical care, and psychiatric care all of which are funded by other components. This "one-stop shopping" modality provides care to multi-problem patients who are referred by SFGH, the Community Health Network (CHN), and other substance abuse treatment providers for whom their care is too complex. The HIV services program uses the same linkages, referral arrangements, and advocacy as the host programs, OTOP and the OTOP methadone vans.

Services, Staff, and Progression
Clients admitted to OTOP detox are offered HIV testing and receive HIV counseling. Clients with HIV receive additional visits with a nurse practitioner and are admitted preferentially to methadone maintenance. HIV+ clients in methadone maintenance receive HIV risk reduction counseling (reducing HIV transmission or progression) with nursing or counseling staff. In addition, they receive HIV medication adherence visits with nursing staff. These include CD4 and viral load updates to assess medication needs, reviews of all medications for interactions and adherence problems, and client education and counseling to address any problems identified. Results of these visits are communicated to the client's HIV medical provider. If HIV+ patients are unable to manage their own medications, they are offered directly administered antiretroviral therapy (DAART) in conjunction with their methadone dosing.

Staff are selected, trained, and supervised to maximize program competence with cultural, spiritual, sexual orientation, gender, age, multi-diagnosis, and disability issues. Staff training for cultural competence includes the SFGH Department of Psychiatry cultural competence training, as well as DSAAM in-services and other selected trainings in the community.

Schedule
HIV prevention and intervention services are provided for clients in conjunction with other services on an as-needed basis throughout the treatment episode. Testing for HIV is offered at admission, annually (for clients remaining in treatment for 12 months or more), and by request. HIV medication adherence visits occur within 3 months of admission and every 3 months thereafter.

Outreach
HIV prevention and intervention is described when conducting general outreach for the host programs, OTOP and the OTOP methadone vans.

Evaluation
HIV services are part of Ancillary Medical Service modality and are therefore not certified by State Department of Alcohol and Drug Programs (DADP).

Performance objectives will be evaluated using Avatar. OTOP has a commitment to collect data with integrity by appropriately trained staff. Staff will enter data into Avatar as instructed in a timely fashion but no less often than monthly. Management staff will review, analyze, and acknowledge reports prepared by the Community Behavioral Health Services (CBHS).

Staffing
See Appendix B for staffing.

Units of Service
Unit of Service definition
The Unit of Service (UOS) definition for this modality is defined as one face-to-face contact per day of at least five (5) minutes duration for an individual and thirty (30) minutes duration for a group between a member of the target population and a staff person for the purpose of risk reduction, education, and testing. Clients may receive more than one contact per day if the services are substantially different, e.g., HIV pre-test counseling followed by HIV testing.

Unduplicated Clients (UDC)	
at OTOP detox	475
at OTOP maintenance	417
at OTOP vans	306
Total UDC for HIV ancillary services =	1,198
Units of Service (UOS)	
at OTOP detox	475
at OTOP maintenance (average 10 per UDC)	4,170
at OTOP vans (average 5 per UDC)	1,530
Total UOS for HIV ancillary services =	6,175

6. Objectives and Measurements

A. OUTCOME OBJECTIVES

Objective A.1: Reduced Psychiatric Symptoms

A.1.a

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

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

Note: except supported housing programs.

Objective A.2: Reduce Substance Use

A.2.a

Methadone Objective – During Fiscal Year 2010-11, 70 % of clients admitted into methadone treatment will still be in methadone treatment and stay in treatment for 12 months after admission.

Data Source:
Avatar and Methasoft

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

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

A.2.b

Substance Abuse Outpatient 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. For Substance Abuse Residential Treatment Providers, this will be measured from admission to discharge for clients who remain in the program for 30 days or longer.

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

Data Source:
CalOMS.

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

A.2.c

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 60

days or longer. For Substance Abuse Residential Providers, this objective will be measured on new clients admitted during Fiscal Year 10-11, who remained in the program for 30 days or longer.

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

Data Source:
CalOMS.

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

B. OTHER MEASURABLE OBJECTIVES

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.
Note: except 24-hour programs

Objective F.1: Health Disparity in African Americans
F.1.a: Metabolic and health screening
Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.

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

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 made it available to all contractors and civil service clinics by September 2010.

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

Objective H.1: Planning for Performance Objective FY 2011-2012
H.1.a: Contractors and Civil Service Clinics will remove any barriers to accessing services by African American individuals and families.

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

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

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

7. **Continuous Quality Improvement**
Attainment of performance/outcome objectives will be evaluated using Avatar, which now includes CalOMS. The program makes a commitment to collect data with integrity by appropriately trained and skilled staff. A project assistant will enter data into Avatar as instructed in a timely fashion but no less often than monthly. A project assistant will also administer the CBHS client satisfaction survey. Management staff will review, analyze, and acknowledge reports prepared by CBHS.

Attainment of integration objectives will be evaluated according to CBHS definitions of change agent, mental health partner, and primary care partner.

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i CDC, September 22, 2006 / 55(RR14);1-17 Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings
ii CONSENT TO MEDICAL AND SURGICAL PROCEDURES SFGH ADMIN Policy Number: 3.09
iiiPATIENT CARE PRECAUTIONS SFGH Infection Control Manual IC 3.02

Appendix B
Calculation of Charges

1. Method of Payment

A. **FFS Option** 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.

A. **Actual Cost** 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 Pages 1-3

Appendix B-1 Opiate Treatment Outpatient Program (OTOP) Pages 1-3 Fee for Service

Appendix B-2 Office Based Opiate Treatment (OBOT) Pages 1-5 Cost reimbursement

Appendix B-3 Methadone Maintenance Van Pages 1-3 Fee for Service

Appendix B-4 HIV Set Aside Pages 1- 3 Fee for Service

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, $1,918,246 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 and funding source shall be as follows:

	Term	Funding Source	Amount
Original Agreement	7/01/10-12/31/15	General Fund	$15,985,382
		Contingency	$1,918,246
		(This equals the total NTE)Total	$17,903,628

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. **FFS option** A final closing invoice, clearly marked "FINAL," shall be submitted no later than sixty (60) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Contractor at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

D. **Actual Cost Option** A final closing invoice, clearly marked "FINAL," shall be submitted no later than sixty (60) calendar days following the closing date of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City.

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: 00117						
LEGAL ENTITY/CONTRACTOR NAME: (SFGH DSAAM)						
APPENDIX NUMBER	**B-1**	**B-2**	**B-3**	**B-4**		
PROVIDER NUMBER						
PROVIDER NAME:	(OTOP)	(OBOT)	(OTOP VANS)	(HIV SET ASIDE)		**TOTAL**
CBHS FUNDING TERM:	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	-	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	879,699	602,444	623,412	386,779		2,492,334
OPERATING EXPENSE	43,434	11,127	35,053	13,081		102,695
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	**923,133**	**613,571**	**658,465**	**399,860**		2,595,029
INDIRECT COST AMOUNT	**110,776**	**73,629**	**79,016**	**47,983**		311,404
INDIRECT %	**12%**	**12%**	**12%**	**12%**		
TOTAL FUNDING USES:	**1,033,909**	**687,200**	**737,481**	**447,843**		2,906,433
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						
SAPT Federal Discretionary	200,000					200,000
HIV Set-Aside	80,000			447,843		527,843
Drug Medical	608,059		20,630			628,689
STATE REVENUES - click below						-
County Other	145,850	687,200	716,851			1,549,901
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						-
						-
Please enter other funding source here if not in pull down						-
COUNTY GENERAL FUND						-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	**1,033,909**	**687,200**	**737,481**	**447,843**	-	**2,906,433**
TOTAL DPH REVENUES	**1,033,909**	**687,200**	**737,481**	**447,843**		**2,906,433**
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES						
TOTAL REVENUES (DPH AND NON-DPH)	**1,033,909**	**687,200**	**737,481**	**447,843**	-	**2,906,433**

Prepared by/Phone #: Lorel Hiramoto / 415-206-3433 P0037099/A115333

Budget Summary-FFS

Appendix B-1 (7/01/10 – 6/30/11):
OTOP

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Replacement Therapy	67753	x	12.21	=	$827,127
Individual Counseling	12375	x	12.53	=	$155,086
Group Counseling	4455	x	11.60	=	$51,695
	TOTAL BUDGET FOR APPENDIX B-1			=	**$1,033,909**

Appendix B-2 OBOT Cost Reimbursement **$687,200**

Appendix B-3 (7/01/10 – 06/30/11):
Qtop Vans

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Replacement Therapy	47,634	x	13.16	=	$626,859
Individual Counseling	8704	x	12.71	=	$110,622
	TOTAL BUDGET FOR APPENDIX B-3			=	**$737,481**

Appendix B-4 (7/01/10 – 06/30/11):

HIV Set Aside

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Replacement Therapy	6175	x	72.53	=	$447,843
	TOTAL BUDGET FOR APPENDIX B-4			=	**$447,843**

TOTAL BUDGET FOR DSAAM **$2,906,433**

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

FISCAL YEAR:	2010-11				APPENDIX B-1, Page 1	
LEGAL ENTITY NAME:	(SFGH DSAAM)				PROVIDER #:	
PROVIDER NAME:	(OTOP)					
REPORTING UNIT NAME::	OTOP MM(38134), 83134(OTOP MM ISIS), 87134(HIV Services), 80134(Stablization MM), 71134(Walden Van), 72134(Bayview Van), 73134(Sunnydale Van)					
REPORTING UNIT:	38134, 83134, 87134, 80134, 71134, 72134, 73134					
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 Narc Replacement Therapy - Ind. Counseling	SA-Narcotic Tx Narc Replacement Therapy - Group Counseling	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	07/01/10-06/30/11	07/01/10-06/30/11	07/01/10-06/30/11	-	-	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	703,759	131,955	43,985			879,699
OPERATING EXPENSE	34,747	6,515	2,172			43,434
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	**738,506**	**138,470**	**46,157**	**0**	**0**	**923,133**
INDIRECT COST AMOUNT	88,621	16,616	5,539			110,776
TOTAL FUNDING USES:	**827,127**	**155,086**	**51,695**	**0**	**0**	**1,033,909**
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS - click below **CFDA #:**						
Please enter other here if not in pull down						-
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						-
REALIGNMENT FUNDS						-
COUNTY GENERAL FUND						-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
SAPT Federal Discretionary	160,000	30,000	10,000			200,000
HIV Set-Aside	64,000	12,000	4,000			80,000
Drug Medical	486,447	91,209	30,403			608,059
STATE REVENUES - click below						
County Other	116,680	21,878	7,293			145,850
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	**827,127**	**155,086**	**51,695**	**-**	**-**	**1,033,909**
TOTAL DPH REVENUES	**827,127**	**155,086**	**51,695**	**-**	**-**	**1,033,909**
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	**827,127**	**155,086**	**51,695**	**-**	**-**	**1,033,909**
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]	67,753	12,375	4,455			
UNITS OF TIME[2]						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	12.21	12.53	11.60	0.00	0.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	12.21	12.53	11.60	0.00	0.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS						417

[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: 10/8/2010

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

POSITION TITLE	TOTAL Proposed Transaction Term: 07/01/10-06/30/11		GENERAL FUND & (Agency-generated) OTHER REVENUE Proposed Transaction Term: 07/01/10-06/30/11		GRANT #1: _____ (grant title) Proposed Transaction Term: _____		GRANT #2: _____ (grant title) Proposed Transaction Term: _____		WORK ORDER #1: _____ (dept. name) Proposed Transaction Term: _____		WORK ORDER #2: _____ (dept. name) Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Psychiatrist/UCSF PI	0.14	$ 27,423	0.14	27,423								
Physician/Medical Director	0.30	$ 51,870	0.30	51,870								
Psychologist	0.14	$ 18,700	0.14	18,700								
Program Physician	0.15	$ 27,975	0.15	27,975								
Clinical Social Worker III	0.15	$ 12,165	0.15	12,165								
Social Work Associate	5.62	$ 287,635	5.62	287,635								
Project Assistant II	1.07	$ 42,268	1.07	42,268								
Intake Program Manager	0.50	$ 28,423	0.50	28,423								
Hospital Assistant II	0.84	$ 42,602	0.84	42,602								
Nurse Practitioner III	0.20	$ 25,525	0.20	25,525								
Division Administrator	0.20	$ 14,953	0.20	14,953								
Financial Analyst	1.00	$ 64,890	1.00	64,890								
Programmer/Analyst II	0.50	$ 35,020	0.50	35,020								
Office Manager	0.20	$ 10,300	0.20	10,300								
TOTALS	11.01	$689,749	11.01	$689,749								
EMPLOYEE FRINGE BENEFITS Benefits range from 21% to 30%	28%	$189,950	28%	$189,950								
TOTAL SALARIES & BENEFITS		**$879,699**		**$879,699**								

DPH 4: Operating Expenses Detail

Document Date: 10/8/2010

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

		TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
		PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Expenditure Category		Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: _____	Term: _____	Term: _____	Term: _____
Rental of Property							
Utilities(Elec, Water, Gas, Phone, Scavenger)		210	210				
Office Supplies, Postage		5,693	5,693				
Building Maintenance Supplies and Repair							
Printing and Reproduction		250	250				
Insurance							
Staff Training		1,700	1,700				
Staff Travel-(Local & Out of Town)							
Rental of Equipment							
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)							
Temp Help		18,000	18,000				
Storage Services		6,800	6,800				
Computers, other computer equipment and supplies							
Pagers		500	500				
Medical Supplies		2,000	2,000				
OTHER							
GAEL		3,656	3,656				
Campus network charge		4,625	4,625				
TOTAL OPERATING EXPENSE		**$43,434**	**$43,434**	**$0**	**$0**	**$0**	**$0**

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

FISCAL YEAR:	2010-11				APPENDIX B-2, Page 1	
LEGAL ENTITY NAME:	(DSAAM)				PROVIDER #:	
PROVIDER NAME:	(OBOT)					
REPORTING UNIT NAME::						
REPORTING UNIT:	N/A					
MODE OF SVCS / SERVICE FUNCTION CODE	NTP-48					
SERVICE DESCRIPTION	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	#N/A	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	07/01/10-06/30/11	-	-	-	-	-
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	602,444					602,444
OPERATING EXPENSE	11,127					11,127
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	613,571	0	0	0	0	613,571
INDIRECT COST AMOUNT	73,629					73,629
TOTAL FUNDING USES:	687,200	0	0	0	0	687,200
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS - click below **CFDA #:**						
Please enter other here if not in pull down						-
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
						-
Please enter other here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						
						-
Please enter other here if not in pull down						-
REALIGNMENT FUNDS						-
COUNTY GENERAL FUND						-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
						-
STATE REVENUES - click below						
County Other	687,200					687,200
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	687,200	-	-	-	-	687,200
TOTAL DPH REVENUES	687,200	-	-	-	-	687,200
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	687,200	-	-	-	-	687,200
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]	1					
UNITS OF TIME[2]						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	687,200.00	0.00	0.00	0.00	0.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	687,200.00	0.00	0.00	0.00	0.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS						110

[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

Document Date: 10/8/2010

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

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

POSITION TITLE	TOTAL Proposed Transaction Term: 07/01/10-06/30/11 FTE	TOTAL SALARIES	GENERAL FUND & (Agency-generated) OTHER REVENUE Proposed Transaction Term: 07/01/10-06/30/11 FTE	GENERAL FUND & SALARIES	GRANT #1: _____ (grant title) Proposed Transaction Term: _____ FTE	GRANT #1 SALARIES	GRANT #2: _____ (grant title) Proposed Transaction Term: _____ FTE	GRANT #2 SALARIES	WORK ORDER #1: _____ (dept. name) Proposed Transaction Term: _____ FTE	WORK ORDER #1 SALARIES	WORK ORDER #2: _____ (dept. name) Proposed Transaction Term: _____ FTE	WORK ORDER #2 SALARIES
Program Psychiatrist	0.50	86,455	0.50	86,455								
Social Work Associate	3.90	191,474	3.90	191,474								
Program Asst II	1.00	39,626	1.00	39,626								
Clinical Social Worker III	0.65	52,716	0.65	52,716								
Nurse Practitioner III	0.80	102,101	0.80	102,101								
TOTALS	6.85	472,372	6.85	$472,372								
EMPLOYEE FRINGE BENEFITS Benefits range from 21% to 30%	28%	$130,072	28%	$130,072								
TOTAL SALARIES & BENEFITS		**$602,444**		**$602,444**		**$0**		**$0**		**$0**		**$0**

DPH 4: Operating Expenses Detail

Document Date: 10/8/2010

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

		TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
		PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Expenditure Category		Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: _____	Term: _____	Term: _____	Term: _____
Rental of Property							
Utilities(Elec, Water, Gas, Phone, Scavenger)							
Office Supplies, Postage		2,496	2,496				
Building Maintenance Supplies and Repair							
Printing and Reproduction							
Insurance							
Staff Training							
Staff Travel-(Local & Out of Town)							
Rental of Equipment							
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)							
Pagers		250	250				
Medical Supplies		3,000	3,000				
OTHER							
GAEL		2,504	2,504				
Campus network charge		2,877	2,877				
TOTAL OPERATING EXPENSE		**$11,127**	**$11,127**	**$0**	**$0**	**$0**	**$0**

CBHS BUDGET JUSTIFICATION

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

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

Date: 10/08/2010 **Fiscal Year: 2010-11**

Salaries and Benefits	**Salaries**	**FTE**
Program Psychiatrist will serve as an Addiction Specialist for the program and perform clinical evaluations and patient referrals; dispense, administer and prescribe buprenorphine. Minimum Qualifications: Board Certified Psychiatrist with DEA waiver for prescribing buprenorphine. 0.50 FTE x $172,910 per year = $86,455	$86,455	0.5
Social Work Associates perform patient-centered counseling and harm reduction education; case management; methadone treatment planning; regulatory compliance; and patient referral. Minimum Qualifications: Licensed Drug and Alcohol Counselor. 3.90 FTE x $49,096 per year (average) = $191,474	$191,474	3.90
Program Assistant II will provide general program assistance including billing, supply and equipment orders, reception, facility management, staff orientation, data collection, filing, record keeping, typing and mailing of project correspondence, word processing, photocopying and maintenance of client records. 1.00 FTE x $39,626 per year = $39,626	$39,626	1.00
Clinical Social Worker III will provide social work services including housing, disability, referrals, and care coordination. Minimum Qualifications: Masters Level Social Worker. 0.65 FTE x $81,102 per year = $52,716	$52,716	0.65
Nurse Practitioner III is the Clinic Director and will perform clinical assessments and referrals; dispense, administer, and prescribe buprenorphine via standardized procedures; supervise staff and manage General Fund NTP slots in San Francisco. Minimum Qualifications: Certified Nurse Practitioner. 0.80 FTE x $127,626 per year = $102,101	$102,101	0.80
TOTAL SALARIES	**$472,372**	

Benefits rate average = 28%	$130,072	
TOTAL BENEFITS	$130,072	

TOTAL SALARIES & BENEFITS **$602,444**

Operating Expenses

Occupancy:

Rent:

Utilities:

Building Maintenance:

Total Occupancy: **$0**

Materials and Supplies:

Office Supplies:

Project-dedicated supplies and postage: $2,496 is budgeted for reproduction paper, computer equipment, client provisions, office supplies such as furniture, staplers, lamps, tissue, envelopes, pens, folders, etc. based on prior years' experience in providing supplies for clinic staff.	$2,496
Printing/Reproduction:	
Program/Medical Supplies: Medical supplies: $3,000 is budgeted for the medical supplies including but not limited to specimen cups and urine testing strips.	$3,000
Total Materials and Supplies:	**$5,496**

General Operating:

Insurance:	
Staff Training:	
Rental of Equipment:	
Other General Operating:	
Pagers: $250 is budgeted for the purchase and maintenance of pagers for specific program staff.	$250
GAEL Liability Assessment is budgeted at $2,504 based on this year's assessment.	$2,504
Campus network charge: $2,835 is budgeted for UCSF's network upgrade.	2,877
Total General Operating:	**$5,631**

Staff Travel (Local & Out of Town):	
	$0
Consultants/Subcontractors:	
Total Consultants/Subcontractors:	**$0**
TOTAL OPERATING COSTS:	**$11,127**
CAPITAL EXPENDITURES: *(If needed - A unit valued at $5,000 or more)*	**$0**
TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	**$613,571**
Indirect Costs:	**$73,629**
APPENDIX TOTAL:	**$687,200**

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

FISCAL YEAR:	2010-11				APPENDIX B-3, Page 1	
LEGAL ENTITY NAME:	(DSAAM)				PROVIDER #:	
PROVIDER NAME:	(OTOP VANS)					
REPORTING UNIT NAME::	OTOP Van Walden(71134), Bayview(72134), Sunnydale(73134)					
REPORTING UNIT:	71134, 72134, 73134 for dosing, counseling					
MODE OF SVCS / SERVICE FUNCTION CODE	NTP-48	NTP-48-I				
SERVICE DESCRIPTION	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	SA-Narcotic Tx Narc Replacement Therapy - Ind. Counseling	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	07/01/10-06/30/11	07/01/10-06/30/11				
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	529,900	93,512				623,412
OPERATING EXPENSE	29,795	5,258				35,053
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	**559,695**	**98,770**	**0**	**0**	**0**	**658,465**
INDIRECT COST AMOUNT	67,164	11,852				79,016
TOTAL FUNDING USES:	**626,859**	**110,622**	**0**	**0**	**0**	**737,481**
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
						-
STATE REVENUES - click below						
GRANTS - click below **CFDA #:**						
						-
Please enter other here if not in pull down						-
PRIOR YEAR ROLL OVER - click below						
						-
WORK ORDERS - click below						
						-
Please enter other here if not in pull down						-
3RD PARTY PAYOR REVENUES - click below						
						-
Please enter other here if not in pull down						-
REALIGNMENT FUNDS						-
COUNTY GENERAL FUND						-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES:						
FEDERAL REVENUES - click below						
Drug Medical	17,536	3,094				20,630
STATE REVENUES - click below						
County Other	609,323	107,528				716,851
GRANTS/PROJECTS - click below **CFDA #:**						
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	**626,859**	**110,622**	-	-	-	**737,481**
TOTAL DPH REVENUES	**626,859**	**110,622**	-	-	-	**737,481**
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	**626,859**	**110,622**	-	-	-	**737,481**
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]	47,634	8,704				
UNITS OF TIME[2]						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	13.16	12.71	0.00	0.00	0.00	
COST PER UNIT–DPH RATE (DPH REVENUES ONLY)	13.16	12.71	0.00	0.00	0.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS						306

[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-3, Page 2
Document Date: 10/8/2010

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

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: _____ (grant title)		GRANT #2: _____ (grant title)		WORK ORDER #1: _____ (dept. name)		WORK ORDER #2: _____ (dept. name)	
	Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Program Physician/Medical Director	0.30	51,870	0.30	51,870								
Social Work Associate	5.50	274,162	5.50	274,162								
Nurse Practitioner II	0.20	28,824	0.20	28,824								
Clinical Nurse II	0.80	101,906	0.80	101,906								
Project Assistant II	0.75	29,720	0.75	29,720								
TOTALS	7.55	$486,482	7.55	$486,482								
EMPLOYEE FRINGE BENEFITS Benefits range from 21% to 30%	28%	$136,930	28%	$136,930								
TOTAL SALARIES & BENEFITS		**$623,412**		**$623,412**		**$0**		**$0**		**$0**		**$0**

DPH 4: Operating Expenses Detail

Document Date: 10/8/2010

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

		TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
		PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Expenditure Category		Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: _____	Term: _____	Term: _____	Term: _____
Rental of Property							
Utilities(Elec, Water, Gas, Phone, Scavenger)		1,500	1,500				
Office Supplies, Postage		11,154	11,154				
Building Maintenance Supplies and Repair		250	250				
Printing and Reproduction		300	300				
Insurance							
Staff Training							
Staff Travel-(Local & Out of Town)							
Rental of Equipment							
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)							
Medical Supplies		3,000	3,000				
Computers, other computer equipment and supplies		3,000	3,000				
Temp Help		10,000	10,000				
Pagers		100	100				
OTHER							
GAEL Assessment		2,578	2,578				
Campus network charge		3,171	3,171				
TOTAL OPERATING EXPENSE		**$35,053**	**$35,053**	**$0**	**$0**	**$0**	**$0**

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

FISCAL YEAR:	2010-11			APPENDIX B-4, Page 1		
LEGAL ENTITY NAME:	(DSAAM)			PROVIDER #:		
PROVIDER NAME:	(HIV SET ASIDE)					
REPORTING UNIT NAME::	OTOP MM(38134), 38143(OTOP Detox), 83134(OTOP MM ISIS), 87134(HIV Services), 80134(Stablization MM), 71134(Walden Van), 72134(Bayview Van), 73134(Sunnydale Van)					
REPORTING UNIT:	38134, 38143, 83134, 87134, 80134, 71134, 72134, 73134					
MODE OF SVCS / SERVICE FUNCTION CODE	Anc-65					
SERVICE DESCRIPTION	SA-Ancillary Svcs HIV Early Intervention	#N/A	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	07/01/10-06/30/11	-	-	-	-	-
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	386,779					386,779
OPERATING EXPENSE	13,081					13,081
CAPITAL OUTLAY (COST $5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	**399,860**	**0**	**0**	**0**	**0**	**399,860**
INDIRECT COST AMOUNT	47,983					47,983
TOTAL FUNDING USES:	**447,843**	**0**	**0**	**0**	**0**	**447,843**
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS - click below **CFDA #:**						
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
REALIGNMENT FUNDS						
COUNTY GENERAL FUND						
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
FEDERAL REVENUES - click below						
HIV Set-Aside	447,843					447,843
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	**447,843**	-	-	-	-	**447,843**
TOTAL DPH REVENUES	**447,843**	-	-	-	-	**447,843**
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	**447,843**	-	-	-	-	**447,843**
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE[1]	6,175					
UNITS OF TIME[2]						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	72.53	0.00	0.00	0.00	0.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	72.53	0.00	0.00	0.00	0.00	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS						1,198

[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

Document Date: 10/8/2010

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

Provider Name (same as line 8 on DPH 1): (HIV SET ASIDE)

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: _____ (grant title)		GRANT #2: _____ (grant title)		WORK ORDER #1: _____ (dept. name)		WORK ORDER #2: _____ (dept. name)	
	Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: 07/01/10-06/30/11		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____		Proposed Transaction Term: _____	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Physician/Medical Director	0.10	17,290	0.10	17,290								
Program Physician	0.19	34,969	0.19	34,969								
Social Work Associate	1.05	55,216	1.05	55,216								
Nurse Practitioner II	0.32	46,406	0.32	46,406								
Clinical Social Worker	0.45	36,370	0.45	36,370								
Program Intake Manager	0.50	28,423	0.50	28,423								
Project Assistant II	1.35	53,496	1.35	53,496								
Office Manager	0.60	30,900	0.60	30,900								
TOTALS	4.56	$303,070	4.56	$303,070								
EMPLOYEE FRINGE BENEFITS Benefits range from 21% to 30%	28%	$83,709	28%	$83,709								
TOTAL SALARIES & BENEFITS		**$386,779**		**$386,779**		**$0**		**$0**		**$0**		**$0**

DPH 4: Operating Expenses Detail

Document Date: 10/8/2010

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

		TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: _____ (grant title)	GRANT #2: _____ (grant title)	WORK ORDER #1: _____ (dept. name)	WORK ORDER #2: _____ (dept. name)
		PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Expenditure Category		Term: 07/01/10-06/30/11	Term: 07/01/10-06/30/11	Term: _____	Term: _____	Term: _____	Term: _____
Rental of Property							
Utilities(Elec, Water, Gas, Phone, Scavenger)							
Office Supplies, Postage		1,860	1,860				
Building Maintenance Supplies and Repair							
Printing and Reproduction							
Insurance							
Pagers		200	200				
Staff Travel-(Local & Out of Town)							
Rental of Equipment							
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)							
Computers, other computer equipment and supplies		2,500	2,500				
Medical Supplies		1,000	1,000				
OTHER							
Other Expenses - Emp Benefits		4,000	4,000				
GAEL Assessment		1,606	1,606				
Campus network charge		1,915	1,915				
TOTAL OPERATING EXPENSE		**$13,081**	**$13,081**	**$0**	**$0**	**$0**	**$0**

DPH 6: Contract-Wide Indirect Detail

CONTRACTOR NAME: SFGH DSAAM

DATE: 10/08/2010 **FISCAL YEAR:** 2010-11

LEGAL ENTITY #: 00117

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
NOT APPLICABLE		
EMPLOYEE FRINGE BENEFITS		
TOTAL SALARIES & BENEFITS		

2. OPERATING COSTS

Expenditure Category	Amount
NOT APPLICABLE	
TOTAL OPERATING COSTS	$ -

TOTAL INDIRECT COSTS $ 311,404
(Salaries & Benefits + Operating Costs)

Appendix C
Insurance Waiver

CITY AND COUNTY OF SAN FRANCISCO

RISK MANAGEMENT PROGRAM

WILLIE L. BROWN, JR.
MAYOR

MEMORANDUM

TO: Galen Leung, Director
DPH Office of Contract Management

FROM: Nancy Johnston-Bellard
Deputy Risk Manager

DATE: October 22, 2003

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

---

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

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

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

cc: Errol Fitzpatrick
Risk Management Staff
Judith Blackwell
Mike Ward

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

Appendix D
Additional Terms

1. HIPAA

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

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

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

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

2. THIRD-PARTY BENEFICIARIES

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

3. 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 the appropriate Federal form, 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

Except for production or distribution pursuant to a valid Public Records Act request, Contractor agrees that all materials, including print, audio, video, and electronic materials, developed, produced, or distributed in accordance with Appendix A and with funding under this Agreement shall be subject to a thirty (30) working day review and approval by the Contract Administrator prior to such production, development or distribution. A failure by the City to notify Contractor of objections to the materials within said thirty- (30) working day period shall be deemed approval of the materials.

5. CALIFORNIA STATE ENTITY

Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 8, 23, 36, 38, 42, 46, 57, and 59 of this Agreement are enforceable only to the extent such provisions are applicable to a California state entity and constitutional corporation and are required by applicable law.

Appendix E
Omitted By Agreement of the Parties

Appendix F
Invoice

APPENDIX F- 1
07/01/10- 6/30/11
PAGE A

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

	Control Number	Invoice Number
	HP#	6908 10O

CONTRACTOR: University of California at San Francisco
Address: 1001 Portrero Ave. Room 7M12
San Francisco, CA 94110

Telephone: 415-206-6479
FAX: 415-206-6875

CONTRACT NAME: DSAAM

APPENDIX TERM: 07/01/10- 6/30/11

PROGRAM EXHIBIT: OTOP

Contract Direct Purchase (DP) No.:
Fund Source: General Fund
Grant Code/Detail: HMHSCCRES227
Invoicing Period: 07/01/10- 6/30/11
FINAL invoice [ ] (check if Yes)
ACE Control No.:

	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:	417				417

Deliverables	Total Contracted UOS & Clients		Delivered THIS PERIOD UOS & Clients		UNIT RATE	AMOUNT DUE	Delivered to Date UOS & Clients		% OF TOTAL UOS & Clients		Remaining Deliverables UOS & Clients	
Replacement Therapy-ALL	67,753	417			$12.21							
Replacement Therapy- Ind counseling	12,375	417			$12.53							
Replacement Therapy-group	4,455	417			$11.60							
Totals		417										

TOTAL EXPENSES
LESS: Initial Payment Recovery -
Other Adjustments
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: SF Department of Public Health
101 Grove St
San Francisco, CA 94102
Attn: DPH Office Contract Payments

SFDPH Authorization For Payment:

By: _____ Date: _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
STATEMENT OF DELIVERABLES AND INVOICE

EXHIBIT F 2
PAGE A

CONTRACTOR: **Regents of the University of California**

Address:
UCSF Accounting Office
1001 Portrero Ave 7M12
San Francisco, CA 94110
Telephone **415-206-6479**

FUND SOURCE: General Fund

INVOICING PERIOD: 7-1-2010-6-30-11

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

CONTRACT NAME: **DSAAM**

Contract PO Number

PROGRAM / EXHIBIT: **Narcotic Therapy- OBOT**

DELIVERABLES	TOTAL CONTRACTED UOS	UOS DELIVERED THIS PERIOD	UOS DELIVERED TO DATE	% OF TOTAL	REMAINING DELIVERABLES
Narcotic Therapy	110 clients				

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	$472,372				
Fringe Benefits	$130,072				
Total Personnel Expenses	**$602,444**				
Operating Expenses:					
Utilities	$2,496				
Program Supplies	$3,250				
Insurance					
Staff Training					
GAEL	$2,504				
Network recharge	$2,877				
Total Operating Expenses	**$11,127**				
Capital Expenditures					
TOTAL DIRECT EXPENSES	**$613,571**				
Indirect Expenses	$73,629				
TOTAL EXPENSES	**$687,200**				
LESS: Initial Payment Recovery					
Other Adjustments					
REIMBURSEMENT					

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

Signature: _____ Date: _____

Title: _____

INVEXC1.XLS

Send to: SFDPH

SFDPH / Authorization For Payment:

By: _____ Date: _____

Attn:

STATEMENT OF DELIVERABLES AND INVOICE

CONTRACTOR: **Regemts of the University of California at San Francisco**

Address: **0**
UCSF Accounting Office
1001 Portrero Ave 7M12
San Francisco, CA 94110
Telephone **415-206-6479**

Contract Control Number HP11-6318----0

FUND SOURCE: Sheriff Work Order

INVOICING PERIOD: 7-1-2010-6-30-11

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

CONTRACT NAME: **DSAAM**

Contract PO Number

PROGRAM / EXHIBIT: **Narcotic Therapy- OBOT**

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Program Psychiatrist	.50	86,455				
Social Work Associate	3.90	191,474				
Program Asst II	1.00	39,626				
Clinical Social Worker III	.65	52,716				
Nurse Practioner III	.80	102,101				
TOTAL SALARIES	6.85	$472,372				

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

Certified By: _____ Date: _____

Title: _____

APPENDIX F- 3
07/01/10- 6/30/11
PAGE A

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

CONTRACTOR: University of California at San Francisco
Address: 1001 Portrero Ave. Room 7M12
San Francisco, CA 94110

Telephone: 415-206-6479
FAX: 415-206-6875

CONTRACT NAME: DSAAM

APPENDIX TERM: 07/01/10- 6/30/11

PROGRAM EXHIBIT: Vans

Control Number: HP#

Invoice Number: 6908 10O

Contract Direct Purchase (DP) No.:

Fund Source: General Fund

Grant Code/Detail: HMHSCCRES227

Invoicing Period: 07/01/10- 6/30/11

FINAL invoice [ ] (check if Yes)

ACE Control No.:

	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:	306				

Deliverables	Total Contracted UOS & Clients		Delivered THIS PERIOD UOS & Clients		UNIT RATE	AMOUNT DUE	Delivered to Date UOS & Clients		% OF TOTAL UOS & Clients		Remaining Deliverables UOS & Clients	
Replacement Therapy-ALL	47,634	306			$13.16							
Replacement Therapy- Ind counseling	8,704	306			$12.71							
Totals		306										

TOTAL EXPENSES
LESS: Initial Payment Recovery
Other Adjustments
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: SF Department of Public Health
101 Grove St
San Francisco, CA 94102
Attn: DPH Office Contract Payments

SFDPH Authorization For Payment:

By: _____ Date: _____

APPENDIX F- 4
07/01/10- 6/30/11
PAGE A

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

CONTRACTOR: University of California at San Francisco
Address: 1001 Portrero Ave. Room 7M12
San Francisco, CA 94110

Telephone: 415-206-6479
FAX: 415-206-6875

CONTRACT NAME: DSAAM

APPENDIX TERM: 07/01/10- 6/30/11

PROGRAM EXHIBIT: OTOP HIV Set aside

Control Number: HP#

Invoice Number: 6908 10O

Contract Direct Purchase (DP) No.:

Fund Source: General Fund

Grant Code/Detail: HMHSCCRES227

Invoicing Period: 07/01/10- 6/30/11

FINAL invoice: ☐ (check if Yes)

ACE Control No.:

	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:	1,198				1,198

Deliverables	Total Contracted UOS & Clients		Delivered THIS PERIOD UOS & Clients		UNIT RATE	AMOUNT DUE	Delivered to Date UOS & Clients		% OF TOTAL UOS & Clients		Remaining Deliverables UOS & Clients	
HIV Early Intervention	6,175	1,198			$72.53							
Totals		1,198										

TOTAL EXPENSES
LESS: Initial Payment Recovery -
Other Adjustments
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: SF Department of Public Health
101 Grove St
San Francisco, CA 94102
Attn: DPH Office Contract Payments

SFDPH Authorization For Payment:

By: _____ Date: _____

Budget Summary-FFS

Appendix B-1 (7/01/10 – 6/30/11):
OTOP

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Replacement Therapy	67753	x	12.21	=	$827,127
Individual Counseling	12375	x	12.53	=	$155,086
Group Counseling	4455	x	11.60	=	$51,695
	TOTAL BUDGET FOR APPENDIX B-1			=	**$1,033,909**

Appendix B-2 OBOT Cost Reimbursement **$687,200**

Appendix B-3 (7/01/10 – 06/30/11):
Qtop Vans

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Replacement Therapy	47,634	x	13.16	=	$626,859
Individual Counseling	8,704 ~~110,622~~	x	12.71	=	$110,622
	TOTAL BUDGET FOR APPENDIX B-3			=	**$737,481**

Appendix B-4 (7/01/10 – 06/30/11):
HIV Set Aside

Unit Description	Number of UOS		Unit Rate		Maximum Compensation
Replacement Therapy	6175	x	72.53	=	$447,843
	TOTAL BUDGET FOR APPENDIX B-4			=	$447,843

TOTAL BUDGET FOR DSAAM **$2,906,433**