

File No. 151034

Committee Item No. 8

Board Item No. 38

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance

Date December 2, 2015

Board of Supervisors Meeting

Date December 8, 2015

Cmte Board

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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Youth Commission Report |
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Completed by: Victor Young

Date November 23, 2015

Completed by: VY

Date 12/3/15

AMENDED IN COMMITTEE

12/2/15

FILE NO. 151034

RESOLUTION NO.

1 [Contract Amendment - Conard House - Behavioral Health Services - Not to Exceed
2 \$54,059,977]

3 **Resolution approving amendment two to the Department of Public Health contract for**
4 **behavioral health services with Conard House to extend the contract by two years,**
5 **from July 1, 2010, through December 31, 2015, to July 1, 2010, through December 31,**
6 **2017, with a corresponding increase of \$16,867,780 for a total amount not to exceed**
7 **\$54,059,977.**

8
9 WHEREAS, The mission of the Department of Public Health is to protect and promote
10 the health of all San Franciscans; and

11 WHEREAS, The Department of Public Health provides health and behavioral health
12 services through a wide network of approximately 300 Community-Based Organizations and
13 service providers; and

14 WHEREAS, In 2010, the Department of Public Health selected Conard House through
15 a Request For Proposals process to provide behavioral health services for the period of July
16 1, 2010 through December 31, 2015; and

17 WHEREAS, The Board of Supervisors approved the original agreement for these
18 services under Resolution No. 563-10; and

19 WHEREAS, The Department of Public Health wishes to extend the term of that
20 contract in order to allow the continuation of services while Requests For Proposals are
21 administered to take into account the changes to behavioral health services business needs
22 related to the Affordable Care Act and the State Department of Health Care Services' 1115
23 Demonstration Waiver pertaining to the delivery of substance abuse Drug Medi-Cal funded
24 services; and

1 WHEREAS, The San Francisco Charter, Section 9.118, requires that contracts entered
2 into by a department or commission having a term in excess of ten years, or requiring
3 anticipated expenditures by the City and County of ten million dollars, to be approved by the
4 Board of Supervisors; and

5 WHEREAS, The Department of Public Health requests approval of an amendment to
6 the Department of Public Health contract for behavioral health services with Conard House to
7 extend the contract by two years, from July 1, 2010, through December 31, 2015, to July 1
8 2010, through December 31, 2017, with a corresponding increase of \$16,867,780 for a total
9 not-to-exceed amount of \$54,059,977; now, therefore, be it

10 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health
11 and the Director of the Office of Contract Administration/Purchaser, on behalf of the City and
12 County of San Francisco to amend the contract with Conard House, extending the term of the
13 contract by two years, through December 31, 2017, and increasing the total, not-to-exceed
14 amount of the contract by \$16,867,780 to \$54,059,977;

15 FURTHER RESOLVED, That within thirty (30) days of the contract amendment being
16 fully executed by all parties, the Director of Health and/or the Director of the Office of Contract
17 Administration/Purchaser shall provide the final contract to the Clerk of the Board for inclusion
18 into the official file (File No. 151034).

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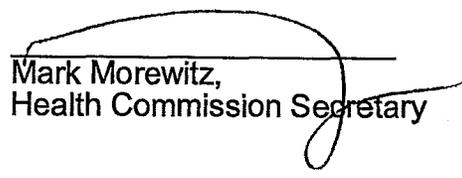
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RECOMMENDED:



Barbara A. Garcia,
Director of Health

APPROVED:



Mark Morewitz,
Health Commission Secretary

Items 1 through 20

Files 15-1030, 15-1031, 15-1032, 15-1033, 15-1034, 15-1035, 15-1036, 15-1038, 15-1039, 15-1040, 15-1043, 15-1044, 15-1046, 15-1047, 15-1048, 15-1049 & 15-1050

Department:

Department of Public Health
(DPH)

EXECUTIVE SUMMARY**Legislative Objectives**

- In 2010, the Board of Supervisors extended 22 behavioral health contracts between DPH and 18 non-profit organizations and the Regents of the University of California at San Francisco. The proposed resolutions would amend 17 of the 22 behavioral health services contracts between DPH and 14 non-profit organizations (15 contracts) and the Regents of the University of California at San Francisco (2 contracts) to (i) extend the contract terms for two years from December 31, 2015 to December 31, 2017, and (ii) increase the not-to-exceed amount of each contract.

Key Points

- In June 2015, DPH informed the Board of Supervisors of their intention to request two-year contract extensions for their behavioral health services contracts in order to meet the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration waiver regarding Medi-Cal organized drug delivery system.
- The extension period would allow DPH to have sufficient time to complete the planning process, issue new RFPs, and award new contracts for behavioral health services.

Fiscal Impact

- The current total not-to-exceed amount of the 17 contracts is \$651,283,455. DPH is requesting a total increase in these contracts of \$225,289,816 for total contract not-to-exceed amounts of \$876,573,271.
- The Budget and Legislative Analyst found the requested increase for each of the 17 contracts to be reasonable, based on actual and projected contract expenditures.

Policy Consideration

- DPH is now in the process of determining how to best align contracted services with the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration, and plans to issue Requests for Proposals (RFP) in approximately March 2016. DPH considers the two-year contract extension to be necessary in order to prepare multiple RFPs for behavioral health services, stagger the timing of the issuance of these RFPs, and award new contracts, while preventing any break in service delivery.

Recommendation

- Approve the proposed resolutions.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

In December 2010, the Board of Supervisors retroactively approved the extension of 22 contracts between the Department of Public Health (DPH) and 18 non-profit organizations and the Regents of the University of California at San Francisco for the provision of behavioral health services. The 22 contracts were extended for five years and six months from July 1, 2010 through December 31, 2015.¹ Funding for the 22 contracts was a combination of (i) General Funds, (ii) State Realignment and State General Funds, (iii) Federal Medi-Cal and other Federal funds, (iv) Work Orders, grants, and other State funds, and (v) 12 percent contingencies on the total combined not-to-exceed amount, which did not have a designated funding source.

In June 2015, DPH informed the Board of Supervisors of their intention to request two-year contract extensions for their behavioral health services contracts in order to meet the requirements of the Affordable Care Act. DPH has been involved in a planning process to optimize and integrate contracted community based services into DPH's San Francisco Health Network, an integrated service delivery system. The extension period would allow DPH to have sufficient time to complete the planning process, issue new RFPs, and award new contracts for behavioral health services.

DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would amend 17 of the 22 behavioral health services contracts between DPH and 14 non-profit organizations (15 contracts) and the Regents of the University of California at San Francisco (2 contracts) to (i) extend the contract terms for two years from December 31, 2015 to December 31, 2017, and (ii) increase the not-to-exceed amount of each contract, as shown in the Table 1 below.

The 14 non-profit organizations include Alternative Family Services, HealthRight360 (formerly Walden House), Baker Places, Central City Hospitality House, Community Awareness and Treatment Services, Conard House, Edgewood Center for Children and Families, Family Service Agency of San Francisco, Hyde Street Community Service, Instituto Familiar de la Raza, Progress

¹ The 18 non-profit organizations included Alternative Family Services, Asian American Recovery Services (now HealthRight360), Baker Places, Bayview Hunters Point Foundation for Community Improvement, Central City Hospitality House, Community Awareness and Treatment Services, Community Vocational Enterprises, Conard House, Edgewood Center for Children and Families, Family Service Agency, Hyde Street Community Service, Instituto Familiar de la Raza, Progress Foundation, Richmond Area Multi-Services (two contracts), San Francisco Study Center, Seneca Center, Walden House (now HealthRight360), and Westside Community Mental Health Center.

Foundation, Richmond Area Multi-Services (two contracts), Seneca Center, and Westside Community Mental Health Center.²

In addition to meeting new requirements for the Affordable Care Act, DPH must also comply with the State Department of Health Care Services 1115 demonstration waiver regarding Medical organized drug delivery system, which was approved by the State in August 2015. Ms. Michelle Ruggels, Director of the DPH Business Office, explained that DPH will need to make significant changes to the current substance abuse delivery system and in some cases, create new service models. DPH is now in the process of determining how to best align contracted services with the requirements of the Affordable Care Act and the State Department of Health Care Services 1115 demonstration waiver.

FISCAL IMPACT

The current total not-to-exceed amount of the 17 contracts is \$\$651,283,455. DPH is requesting a total increase in these contracts of \$225,289,816 for total contract not-to-exceed amounts of \$876,573,271, as shown in the Table below.

² There are five outstanding contracts that were extended in 2010 but are not included in the proposed resolution. The Bayview Hunters Point Foundation for Community Improvement contract was approved for a two-year extension by the Board of Supervisors in October 2015. The San Francisco Study Center, Asian American Recovery Services (now HealthRight360), and Community Vocational Enterprises no longer have contracts with DPH. One additional Regents of the University of California at San Francisco contract will be submitted for review at a later date.

Table. Current and Proposed Contract Not-to-Exceed Amounts³

Contractor	Item No.	Current Not-to-Exceed Amount	Requested Increase	Revised Not-to-Exceed Amount
Alternative Family Services	15-1030	\$11,057,200	\$7,674,939	\$18,732,139
Baker Places	15-1031	69,445,722	15,981,652	85,427,374
Central City Hospitality	15-1032	15,923,347	3,636,666	19,560,013
Community Awareness and Treatment Services	15-1033	35,699,175	6,454,201	42,153,376
Conard House	15-1034	37,192,197	16,867,780	54,059,977
Edgewood Center for Children and Families	15-1035	36,958,528	19,276,057	56,234,585
Family Service Agency of San Francisco	15-1036	45,483,140	14,976,909	60,460,049
HealthRight360 (former Walden contract)	15-1038	69,451,787	22,073,719	91,525,506
Hyde Street Community Services	15-1039	17,162,210	5,968,409	23,130,619
Instituto Familiar de la Raza	15-1040	14,219,161	11,917,749	26,136,910
Progress Foundation	15-1043	92,018,333	28,972,744	120,991,077
The Regents of the University of California San Francisco (CCM) ¹	15-1044	24,962,815	9,380,507	34,343,322
The Regents of the University of California San Francisco (CCM-SPR) ²	15-1046	32,024,839	22,521,671	54,546,510
Richmond Area Multi-Services, Inc. (RAMS - Children)	15-1047	19,904,452	9,721,109	29,625,561
Richmond Area Multi-Services, Inc. (RAMS - Adults)	15-1048	22,602,062	10,989,524	33,591,586
Seneca Center	15-1049	63,495,327	6,134,854	69,630,181
Westwide Community Mental Health Center	15-1050	43,683,160	12,741,326	56,424,486
Total		\$651,283,455	\$225,289,816	\$876,573,271

Source: Department of Public Health staff.

The Budget and Legislative Analyst found the requested increase for each of the 17 contracts to be reasonable, based on actual and projected contract expenditures.

³ DPH will submit specific revised resolutions to the December 2, 2015 Budget and Finance Committee with corrected language or amounts. The Table above is based on the revised resolutions.

Five Contracts have Significant Expenditure Increases

Alternative Family Services (increase of \$7,674,939). According to Ms. Michelle Ruggels, DPH Director of Business Office, DPH costs for this contract have increased because the Department is required to serve an increasing number of foster care children who are San Francisco residents but who are placed outside of the county. DPH contracted with Alternative Family Services to ensure that DPH complies with State mandates to complete assessments for all out-of-county placements. Previously 30-40 percent of foster care youth received an assessment. DPH now completes assessments for all foster care youth placements, and has budgeted for the associated cost increases.

Edgewood Center for Children and Families (increase of \$19,276,057). In 2014, DPH received a State grant in the amount of \$1,751,827 funded with Mental Health Services Act funding, which will fund two new DPH programs including the Youth Crisis Stabilization Center and the Mobile Crisis Team (File 14-0511).⁴ According to Ms. Ruggels, the remaining portion of these program costs will be reimbursed by Medi-Cal for those clients with Medi-Cal eligibility.

The Regents of the University of California at San Francisco: Citywide Case Management – Single Point of Responsibility (CCM-SPR; increase of 22,521,671). DPH has expanded all intensive care management programs. In FY 2012-13, DPH transferred the Citywide Forensics program from the Citywide Case Management program to Citywide Case Management program for Single Point of Responsibility (CCM-SPR) as the CCM-SPR contract uses a capitation model rather than fee-for-service.⁵ During this time, DPH also expanded the Citywide Focus program, which provides outpatient mental health services to reduce unnecessary institutional care for high risk and mentally ill transitional aged youth, adults, and older adults. Both of these programs are funded through the federal Mental Health Services Act.

Richmond Area Multi-Services, Inc. for Children (RAMS Children; increase of \$9,721,109). DPH costs for implementing Wellness Centers in high schools increased as the Wellness programs have been gradually expanded to additional high schools. DPH will receive reimbursements for program costs from Medi-Cal.

Richmond Area Multi-Services, Inc. for Adults (increase of \$10,989,524). Program costs will increase mainly because of four programs, including the I-Ability Vocational IT program, Asian Pacific Islander Mental Health Collaborative, the Peer Specialist Mental Health Certificate program, and the Broderick Street Adult Residential Facility. All of these programs will be funded by the State Mental Health Services Act.

POLICY CONSIDERATION

Ms. Ruggels advised that the purpose of extending the current contract period by two years until December 31, 2017 is to allow the Department to:

⁴ DPH received this grant to participate in a program entitled Mental Health Triage Personnel Grant for the period from April 1, 2014 through June 30, 2014.

⁵ Under a capitation model, the contractor is paid a flat fee for each client rather than a fee for each service.

- (a) Complete its planning process to identify any service model changes necessary to better meet the needs of the Department's integrated service delivery system, the San Francisco Health Network, in response to the implementation of the Affordable Care Act;
- (b) Finalize its plan for addressing the new requirements of the State Department of Health Care Services 1115 demonstration waiver (Drug Medi-Cal Organized Delivery System) approved by the State in August 2015, which will require significant changes to the current substance abuse delivery system, including entirely new service models; and
- (c) Prepare multiple RFPs for behavioral health services, stagger the timing of the issuance of these RFPs, and award new contracts, while preventing any break in service delivery.

DPH will finalize its RFP schedule, which is estimated to be completed by March 2016, pending the completion of an evaluation of community-based services that meet the requirements of the Affordable Care Act and the State's 1115 demonstration waiver.

According to Ms. Ruggels, DPH will prepare a schedule for the issuance of the multiple RFPs for behavioral health services that includes the timeline of the issuance of the RFPs, as well as the effective date of the new services. DPH will submit the new contracts to the Board of Supervisors for approval in accordance with Charter Section 9.118(b).

RECOMMENDATION

Approve the proposed resolutions.



San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

City and County of San Francisco

October 5, 2015

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find a proposed resolution for Board of Supervisors approval for the extension of 22 behavioral health services contracts for two years, with corresponding increases in each contract amount, as shown in the resolution.

These contract amendments require Board of Supervisors approval under San Francisco Charter Section 9.118, as they have either already been approved by the Board and the proposed amendment exceeds \$500,000, or they have not previously been approved by the Board and the total contract amount exceeds \$10 million.

The following is a list of accompanying documents:

- o Resolution
- o Proposed amendments
- o Original agreements and any previous amendment
- o Forms SFEC-126 for the Board of Supervisors and Mayor

The following person may be contacted regarding this matter: Jacquie Hale, Director, Office of Contracts Management and Compliance, Department of Public Health, (415) 554-2609 (Jacquie.Hale@SFDPH.org).

Thank you for your time and consideration.

Sincerely,

Jacquie Hale
Director
DPH Office of Contracts Management and Compliance

RECEIVED
OFFICE OF CONTRACTS MANAGEMENT AND COMPLIANCE
OCT 5 2015 11:17 AM

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555

101 Grove Street, Room 307, San Francisco, CA 94102

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2015, in San Francisco, California, by and between Conard House ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the contract term, increase the contract amount and update Appendices;

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

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated October 7, 2010 between Contractor and City, as amended by the:

First amendment dated June 30, 2015 Contract Number BPHM11000025, and
Second amendment this amendment

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. of the Agreement currently reads as follows:

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

Such section is hereby amended in its entirety to read as follows:

2. Terms of the Agreement. Subject to Section 1, the term of this Agreement shall be from July 1, 2010 through December 31, 2017.

2b. Section 5. of the Agreement currently reads as follows:

5. **Compensation.** Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty Seven Million Six Hundred Ninety Two Thousand One Hundred Ninety Seven Dollars (\$37,692,197)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

5. **Compensation.** Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Fifty Four Million Fifty Nine Thousand Nine Hundred Seventy Seven Dollars (\$54,059,977)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

2c. Add Appendices A-1 through A-2 dated 7/1/15.

2d. Add Appendix B Calculation of Charges) and B-1 through B-2 dated 7/1/15.

2e. Add Appendix F dated 7/1/15.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

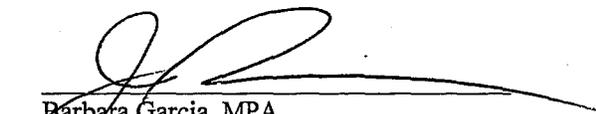
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

Conard House


Barbara Garcia, MPA
Director of Health
Department of Public Health


Richard Heasley
Executive Director
1385 Mission Street, #200
San Francisco, CA 94103

City vendor number: 02448

Approved as to Form:

Dennis J. Herrera
City Attorney


Kathy Murphy
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration,
and Purchaser

1. **Program Name:** Outpatient Services (1a)/Supportive Housing (1b)
Program Address: 1385 Mission Street, Suite 200
City, State, Zip Code: San Francisco, CA 94103
Telephone: (415) 864-7833
Facsimile: (415) 864-7093
Program Code: 89492 (Conard House Outpatient Services)
8949SH (Conard Supportive Housing)

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

New Renewal Modification

3. **Goal Statement**

To provide a full range of psycho-social rehabilitation services (assessment, counseling, crisis intervention, case management, self-management training and community support, representative payee/money management) to adults with serious mental and behavioral health conditions living in Conard House supportive housing (residential hotels and co-operative apartments) or other community housing located throughout San Francisco.

4. **Target Population**

The Target Population is adult residents of San Francisco, ages 18 and older, with chronic psychiatric disabilities who are residents of Conard House's Supportive Housing Program or other housing, who meet BHS criteria for Medical Necessity and Functional Impairments, and whose ability to maintain independent living without hospitalization or becoming homeless would be greatly enhanced by the provision of Case Management and Mental Health Services.

The Cooperative Apartment Program specifically addresses the supportive housing and outpatient needs of monolingual Asian-American clients as a specialized target sub-population. For Resident and Community Fellows, the Jackson Street Community specifically addresses personal and leadership development for community living.

Under this contract Conard House provides psychosocial support services at the Plaza Apartments, a supportive housing facility opened January 2006, jointly operated by the Public Initiatives Development Corporation (owner-sponsor), DPH's Housing and Urban Health (Direct Access to Housing/medical support services).

Across all sites, approximately 93% of clients eligible for services are recipients of Medi-Cal benefits. Their Outpatient Services are funded by Medi-Cal revenue in this contract. The other 7% are funded by the County General Fund revenue in this contract.

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

Outpatient Services:

The CRDC Modes of Service for Reporting Unit 89492 are:

- 15-01 Case Management Brokerage - (AVATAR T1017)
- 15-10 Mental Health Services – Collateral (AVATAR 2015CI)
- 15-30 Mental Health Services – Assessment (AVATAR H2015AS)
- 15-30 Mental Health Services – Plan/Development (AVATAR H2015AP)
- 15-40 Mental Health Services – Individual (AVATAR 2015IT)
- 15-50 Mental Health Services – Group (AVATAR2015GT)
- 15-70 Crisis Intervention (AVATAR H2011)

A billable Unit of Service (UOS) of eligible health services, as defined by the Medi-Cal Rehab Option, is a one minute of service. We will use the CPT codes for the relevant service according to instructions from BHS quality assurance.

The maximum static capacity of the Outpatient Services is 467 clients. However, with some residents refusing services, others no longer meeting medical necessity, and turnover estimated at 5% for established and new sites, 15% for the Plaza, and 25% for the transitional Washburn site, the estimated unduplicated number of clients open in Avatar and receiving Outpatient Services is 506.

See CRDC for details of OP UOS and UDC.

Supportive Housing:

The CRDC Mode of Service is Mode 60 - 78 Support Services.

A billable Unit of Service is a Supportive Housing Service Day, i.e., a day in which an individual is in residence in a co-op or hotel setting providing access to case management, staff time for core services (non-outpatient) such as money management, benefits advocacy, supportive employment, community orientation, community meetings and resident councils, and/or milieu management.

The maximum static bed-capacity of the program is 467. Details are shown in the table below. The 106-unit Plaza Apartment program is included in the 467 total. There was a loss of 11 beds in the Coops from 96 beds in FY14 to 85 beds in FY15 because landlords terminated their leases with Conard House Inc.

With turnover estimated at 5% for established sites, 15% for the Plaza, and 25% for the transitional Washburn site, the estimated unduplicated number of clients to receive Supportive Housing Services is 505.

Under CRDC Mode/SFC 60 - 78, the Supportive Housing program will be billed in Supportive Housing Days. See CRDC in Appendix B for details of UOS and UDC.

Intake Coordinator, Case Managers or Counselors will open each client in the Avatar System at the beginning of his admission into outpatient services. Each client will be closed at termination when the client declines further outpatient services or moves out of a Conard House supportive housing program. A small portion of the co-op and hotels' population will not be entered into Avatar because support services are voluntary by statute - some clients will decline services, or because some clients are not clients of BHS and choose not to be identified in the Mental Health System. Consequently, if the actual units of service achieved by the end of the contract year for Supportive Housing services do not meet the projected units of service for this Reporting Unit, then Conard House will produce its Rent Roster to determine the total number of supported housing days delivered for the purpose of reconciling actual and contracted Units of Service.

Supportive Housing Sites	Static Resident Capacity	Annual Unduplicated SH Residents	Supportive Housing Days (90% capacity)	Annual Unduplicated OP Residents (open in Avatar)	Outpatient Hours (100%)	Medi-Cal Hours (93%)
DPH						
Jackson Street	8	8	1,314	8	0	0
Coops	85	89	27,923	89	2,694	2,513
El Dorado	57	60	18,725	60	1,761	1,642
Washburn	22	27	7,227	28	2,057	1,919
Midori	77	81	25,295	81	2,218	2,069
Lyric	58	61	19,053	61	1,818	1,696
Jordan	54	57	17,739	57	341	318
Plaza	106	122	34,821	122	2,733	2,549
Assessments						
SH Intakes				59	222	207
Under-billing					-271	-254
DPH total	467	505	152,097	565	13,573	12,659
OP Minutes					814,353	759,539

6. Methodology

A. Outreach, recruitment, promotion, and advertisement:

As a part of Community Behavioral Health Services, it is the role of Conard House's Outpatient Services Program to provide outpatient mental health services under the Social Rehabilitation Option to its residents living in Conard House's Coops apartments and Hotels in the community. Conard House has been providing

cooperative apartments for 50 years and SRO housing and social rehab options for almost 30 years to San Franciscans with psychiatric disabilities.

Outpatient Services are available to Supportive Housing clients who meet the criteria for Medical Necessity, Target Symptoms/Impairments on the BHS Treatment Plan of Care. Priority is given to those clients referred by the BHS Placement Team who have been through a transitional level of care. Most of these clients will have been initially referred from residential treatment programs, and streets and homeless shelters. Outpatient Services imbedded in Supportive Housing furthers the BHS goals of providing consumer-guided and community-based services to its clients and reducing psychiatric hospitalization.

B. Admission Criteria and Process:

Those eligible for the Supportive Housing Program are individuals who have serious and persistent psychiatric disabilities and functional impairments whose lives would remain more stable, without hospitalization or homelessness, with the provision of Case Management and Mental Health Services. Client/residents are assessed at entry to Supportive Housing for history/needs/goals relating to mental and functional status. The Conard Intake Coordinator performs this assessment for applicants for the Coops, El Dorado, the Midori, and the Washburn. The Intake Coordinator presents to and discusses the results with Clinical Director, Associate Directors, and site Program Directors. Shelter Plus Care refers tenants to the Lyric Hotel and some beds at the Midori and El Dorado Hotels. Community Housing Partnership refers Section 8 tenants for admission to the Jordan. Direct Access to Housing places tenants at the Plaza Apartments.

C. Service Delivery Model:

Outpatient Services:

The Outpatient Services program is based on a psycho-social rehabilitation model in a supportive community providing a range of activities and services for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in the Supportive Housing/Outpatient program. The Outpatient services are provided in a non-institutional, residential setting.

Outpatient Services delivered, per the CRDC, include Mental Health Services, Crisis Intervention and Case Management. Targeted Case Management is directed at maintaining housing and independent living, teaching and reinforcing self-management skills, assessing physical health and mental health and substance use status, making appropriate linkages to needed services when necessary, and preventing hospitalization and/or homelessness.

Supportive Housing:

The Conard House Supportive Housing Program, as a non-licensed program, is not permitted to provide care and supervision to residents; during a crisis, staff is permitted and required to call appropriate emergency services and outside service providers, but are not permitted to provide "urgent care". This limitation includes a "system to provide medications... on site." The Program does not provide psychiatric treatment.

Conard House Supportive Housing Program will follow the harm reduction policy and offer educational groups and activities oriented to clients with dual diagnoses. The Program will refer clients to organizations that specialize in dual diagnosis treatment.

Hotel staff work from 9:00 AM to 5:00 PM, Monday through Friday (At the Washburn, we have shifts for staff that are from 11AM to 7 PM as well as 9 AM to 5 PM); desk clerks provide coverage after hours and on-weekends.; the Director of Supportive Housing and Community Services, Director of Clinical Services, Associate Clinical Director, Operations Director and Program Directors - carry cell phones. All staff is directed to bring in the assistance of outside service providers when necessary, including the police, psychiatric emergency services, mobile crisis, and outside case managers and therapists.

The Conard House Outpatient Services/Supportive Housing Program has six SRO Hotels located in the Tenderloin and South of Market areas. Room availability at the hotels ranges from 22 to 106 units. The total static capacity is 374 SRO hotel residents. The Co-op Apartment Program has a total of 85 people.

The total residents served in the Supportive Housing Program 467.

Co-operative Apartments Office 2441 Jackson Street San Francisco, CA 94115 346-6384 (Capacity: 85)	Jackson Street Community 2441 Jackson Street San Francisco, CA 94115 346-6380 (Capacity: 8)
El. Dorado Hotel 150 Ninth Street San Francisco, CA 93103 863-4582 (Capacity: 57)	Midori Hotel 240 Hyde Street San Francisco, CA 94102 775-6006 (Capacity: 77)
Lyric Hotel 140 Jones Street San Francisco, CA 94102 776-2115 (Capacity: 58)	Jordan Apartments 820 O'Farrell Street San Francisco, CA 94102 922-1503 (Capacity: 54)
Plaza Apartments	Washburn Residence

988 Howard Street San Francisco, CA 94103 344-0527 (Capacity:106)	38-42 Washburn Street San Francisco, CA 94103 864-8701 (Capacity: 22)
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The Supportive Employment staff provides contact to interested residents throughout the year to the Conard House pre-vocational Boot Camp to assess job readiness, to the Desk Clerk Training Program and to external pre-vocational and vocational services and job opportunities.

The Plaza Apartments are part of the Direct Access to Housing (DAH) program. Conard House provides the same services to Plaza residents as it does to its other supportive housing programs.

Case managers:

- Involve each tenant or client in his or her own service plan, which includes an assessment and appropriate reassessment of economic status.
- Work closely as indicated with BHS clinicians to help keep tenants and clients stably housed and able to provide for themselves. Case managers are available for case conferences with BHS and other providers.
- Assist participants in maintaining their housing, acquiring basic living skills, and coordinating with other services.
- Meet regularly with clients and collaborate with staff of other programs that provide services to clients.
- Disburse checks directly to each tenant based on the money management plan negotiated between tenant and case manager. During intake at the Washburn Transitional Residence, enroll eligible clients in the Shelter Plus Care Program or other supportive or subsidized housing programs.

D. Exit Criteria and Process:

Except for the Washburn and the Jackson Street Community, all Conard House Supportive Housing is permanent housing. The Washburn is operated to enable residents to transition into permanent supportive housing. The Jackson Street Community is operated to enable residents to transition to community living. Other tenants who wish to move to non-supportive housing are encouraged to do so when appropriate and are given referral assistance and other help they may need.

Upon move-in, Washburn tenants begin working individually and in groups to prepare for permanent, supportive or subsidized housing, as the Washburn is a transitional 24-month program.

Upon move-in, Jackson Street tenants will begin working individually and in groups on strategies for community living. The initial Fellowship residency for new residents will be 3 months. Residents in good standing with the program can extend their enrollment in 3-month increments up to 24 months.

For residents and other clients leaving Supportive Housing, Conard Case Managers or Counselors shall notify the BHS Care Manager (and conservator, if conserved) of proposed discharge or service termination prior to such action in order to allow for collaborative problem solving and/or disposition planning. In rare instances when the Case Manager or Counselor is unable due to circumstances to notify the conservator prior to such discharge or termination, staff shall notify the conservator within 24 hours or the next workday.

Outpatient Services are provided to both permanent and transitional residents of Conard House Supportive Housing. Services are normally discontinued when a client leaves the Supportive Housing program and is referred to appropriate services if necessary. Exceptions to this are made on a case-by-case basis. The step-down process is monitored per annual BHS Plan of Care reassessment.

For staffing please see Appendix B-1A Page 2, B-1B Page 2.

7. Objectives and Measurements

"All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY14-15."

8. Continuous Quality Assurance and Improvement

A Board-approved Quality Assurance and Improvement Project for Conard House Outpatient and Supportive Housing Services in FY14 to FY 15 is to implement some activities listed on the Personal Interest Survey (Survey designed by Conard Communities Steering Committee) in Conard programs. (Richard, I have not discussed this with anyone including you. Is this too vague? Do we have to have one for this contract?)

Additionally, the following CQA/CQI activities continue:

A. Achievement of contract performance objectives.

Program Directors, Associate Directors, and Director of Supportive Housing and Community Services and the Director of Clinical Services meet twice a month to discuss program operations and the collection of data to track performance objectives. Director

of Clinical Services and Associate Clinical Directors receive monthly reports on Outpatient and Supportive Housing Service Units.

B. Documentation quality, including a description of internal audits.

Outpatient Services complies with Avatar documentation requirements. The Director of Clinical Services and Associate Clinical Directors and Program Directors perform routine internal audits of Avatar documents.

C. Cultural competency of staff and services.

The Conard House Cultural Competency Committee meets monthly to discuss program operations and plan for future trainings based on needs as discussed during the meeting.

D. Client satisfaction.

The Outpatient Services and Supportive Housing programs participate in the annual survey per BHS dates and times. The Director of Supportive Housing and Community Services and Director of Clinical Services will review program results and incorporate feedback to the program operations.

E. ANSA Outcome.

Together with Associate Directors and Program Directors of Outpatient Services, the Director of Clinical Services will review ANSA Outcome Data provided by BHS and will incorporate such data in program operations.

1. Program Name: Rep Payee Services
Program Address: 1385 Mission Street, Suite 200
City, State, Zip Code: San Francisco, CA 94103
Telephone: (415) 864-7897
Facsimile: (415) 864-7093
Program Code: 8949RP

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

The goal of Conard House Rep Payee Services is to help eligible clients of the San Francisco mental health system establish and manage their public income benefits by providing representative payee and money management services. These services are funded components BHS, MHSA (formerly AB 2034) and an HSA General Fund Work Order. The program will collect clients' public income benefits from the Social Security Administration and other sources and deposit these funds into client subaccounts within a master account, work with clients to budget the use of their funds, and make prudent, timely and documented disbursements from their subaccount accounts.

4. Target Population

The program will have a total potential static capacity of 810 enrollees covering the following four target populations:

The first target population is comprised of adult residents of San Francisco ages 18 and older with mental health conditions who need representative payee services and who meet the criteria set for by BHS. These clients are major users of high levels of BHS services and are cost-effectively served in the community. In FY 14-15 the static capacity of this target population of 144 clients is comprised of San Francisco residents. Some individuals may currently be receiving services in BHS-contracted IMD beds.

The second target population is compromised of MHSA clients who are adult residents of SF ages 18 and older with psychiatric disabilities who meet SF First eligibility requirements set forth by BHS and remain in need of representative payee services. In FY14-15 the static capacity of this target SF First population is 68 San Francisco residents.

A third target population is comprised of clients whose services are paid for by a continuing HSA work order. The work order pays for 518 Transitional Services Program (TSP) clients of HSA's Department of Human Services. As with the first and second target populations, these

clients include users of DPH services and are most cost-effectively served in the community through this HSA work order.

The fourth target population is comprised of individuals designated as "Homeless Schizophrenic Presumptively Disabled" (HSPD). For FY14-15, 60 clients are projected to be actively enrolled.

Community Services Sites Rep Payee/Money Mgmt	Static Client Capacity	Unduplicated Clients	Service Days in FY14-15
SF First	68	75	22,338
BHS Rep Payee	164	180	53,874
BHS Subtotal	232	255	76,212
CS North	243	268	79,825
CS South	186	204	61,101
CS SOMA	62	68	20,367
Ambassador	27	30	8,869
Work Order Subtotal	518	570	170,162
DPH Core Clients Total	750	825	246,374
HSPD current year	60	66	19,710
DPH Contract Total	810	891	266,084

5. Modality/Interventions

The CRDC Mode of Service is Mode 60 Support Services.

This is a Fee-For-Service Program. For management and invoicing purposes, a Unit of Service will be a Service Day, i.e., each day of 365 days in FY14-15 that a client is enrolled in the Rep Payee Services Program.

Under CRDC Mode/SFC 60-78, the Rep Payee Program will deliver 266,084 Service Days during FY14-15 as shown in Appendix B-2. This number is discounted by 10% for regular vacancies and 10% for HSPD vacancies during the FY14-15 HSDP ramp-up.

For BHS, MHSA and Work Order clients at a static capacity of 750 and a turnover rate of 10%, the unduplicated number of people served in FY14-15 is estimated at 825. For 60 HSPD clients, the program will serve 66 unduplicated clients. Total unduplicated clients will be 891.

6. Methodology

A. Outreach, recruitment, promotion, and advertisement:

All referrals will come from designated BHS and HSA programs.

B. Admission Criteria and Process:

For BHS Rep Payee clients, the program Case Managers will process referrals from the above sources at any of the Community Services Program sites to determine Social Security income eligibility and willingness to participate in Representative Payee services as mandated by Social Security or participate in voluntary money management services. Clients sign a Rep Payee Service Agreement and negotiate a monthly disbursement plan with their Case Manager. For each IMD referral, BHS will instruct IMDs to forward signed Rep Payee Service Agreements.

For MHSA clients, the Case Manager will interview applicants from the above sources at the Harrison Street office to determine Social Security income eligibility and willingness to participate in money management or Representative Payee services as mandated by the Social Security Administration. Clients sign a Rep Payee Service Agreement and negotiate a monthly disbursement plan with their Case Manager.

For HSA-Work Order clients, staff will collaborate with the SF HOT Team to coordinate referrals.

The HSPD pilot program will accept referrals only from DPH-authorized sources and enroll them in Rep Payee services immediately.

Regardless of the funding-source, all clients sign Rep Payee Service Agreement and negotiate a monthly disbursement plan with their assigned Case Manager.

As each continuing client is re-enrolled on July 1, 2014 for FY14-15 or subsequently referred and enrolled during FY14-15, services for each client will be tracked by the program in lieu of being opened in Avatar.

C. Service Delivery Model:

The service model is centered on the working relationship between the client and his or her Case Manager, whose primary function is that of Representative Payee. In this model, the Case Manager will:

- (1) Involve each client in his or her own service plan, which shall include an assessment and appropriate re-assessment of economic status.
- (2) Work closely as indicated with BHS clinicians to help keep clients stably housed and able to provide for themselves. Case managers will be available for case

conferences with BHS providers.

- (3) Assist clients in maintaining housing, including budgeting and coordinating with other services.
- (4) Meet regularly with clients and collaborate with staff of other programs that provide services to clients, including staff of the SF HOT Team and Outpatient Clinics.
- (5) Disburse checks directly and timely to each client's landlord and ensure timely payment of utility bills; disburse at least one check directly to each client for other expenses. Clients are eligible to receive as many as two checks per day.
- (6) For persons not already in housing, make housing referrals and placements, and mediate landlord—tenant disputes.
- (7) Enroll clients in available affordable housing opportunities for which they are eligible—including Conard House and other supportive or subsidized housing programs.
- (8) Provide only third-party Rep Payee services for clients residing in IMD facilities.

The BHS Rep Payee Program Administration will be located at Conard House, Inc. at 1385 Mission Street, San Francisco CA 94103.

Rep Payees will be located at these San Francisco service locations:

- Community Services North at 259 Hyde Street,
- Community Services South at 154 Ninth Street,
- Co-located at the SOMA Clinic at 760 Fourth Street and
- Ambassador Hotel at 55 Mason Street.

BHS, MHSA Rep Payee Case Managers at SOMA and South are normally on duty from 9:00 am to 5:00 pm, Monday through Friday, although their duties may periodically take them off-site.

The HSA Work Order Rep Payee clients are served at Community Services North, South, SOMA and the Ambassador Hotel. Rep Payee Case Managers are normally on duty from 9:00 am to 5:00 pm, Monday through Friday, although their duties may periodically take them off-site.

The HSPD clients are served at Community Services North, South or SOMA.

All staff is directed to call in the assistance of outside services providers when necessary, including police and psychiatric emergency services.

D. Exit Criteria and Process:

Clients are encouraged to become their own payees, that is, to be able to manage their own funds without the requirement from Social Security that they must have someone else manage their money.

The Case Manager shall notify the care manager and conservator (if conserved) of proposed discharge or service termination prior to such action in order to allow for collaborative problem solving and/or disposition planning. In rare instances when the service provider is unable due to circumstances to notify the care manager and conservator prior to such discharge or termination, the service provider shall notify the BHS Care Manager and conservator within 24 hours or the next workday.

The Case Manager shall notify Social Security Administration of discharge or service termination and shall comply with instructions from Social Security regarding the disposition of benefit balances in the client's account.

E. Program Staffing:

Personnel totaling 20.520 FTE for the Program consist of the following positions:

Position	FTE
• Director SHP/CS	0.19
• Associate Director	0.13
• Associate Director Operations	0.43
• Interim Associate Director	0.69
• Program Assistant	0.35
• Client Information Svc Manager	0.06
• FIU Account Manager	0.68
• FIU Messenger	0.45
• FIU Senior Account Manager	0.68
• Senior Program Director	3.00
• Senior Case Manager	1.00
• Case Manager	12.86

The Rep Payee staff is responsible for the tasks listed above in Section 6.

The Case Managers are responsible for maintaining an enrollment of up to 810 The FIU Account Managers are responsible for processing deposits and disbursement transactions on behalf of all Rep Payee clients. The Program Director provides

supervision to the Case Managers. Associate Directors supervise the Program Directors. The Director of Supportive Housing & Community Services (SH/CS) provides overall direction for the management and expansion of the program and supervision to the Program Directors.

Staffs in other agency Departments provide administrative direction for Rep Payee Services: The FIU-Account Supervisor provides direction and training for Account Managers maintaining client accounts and processing deposits and disbursements as well as train new Case Managers on the money management software and other accounting best practices. The Director of Finance delegates to the Accounting Manager supervision of the FIU Program Director and is responsible for overall cash management, financial internal controls and audit. The Program Assistant, CIS Manager collect data for reporting purposes.

7. Objectives and Measurements

"All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY14-15."

8. Continuous Quality Assurance and Improvement

A. Achievement of contract performance objectives.

Community Services Program Directors, Operations Director, and Director of Supportive Housing and Community Services meet bimonthly to discuss program operations and the collection of data to track performance objectives. Program Directors print quarterly reports and submit to the Operations Director for review and approval. Staff will continue to meet with the Social Security Administration weekly to process paperwork required to procure entitlement benefits.

B. Documentation quality, including a description of internal audits.

The Representative Payee Services require minimum documentation of clients' progress. However, Program Directors are aware of the documentation required by BHS and are in full compliance regarding confidentiality and release of information. Program Directors will conduct audits of files and money management binders quarterly and report results to the Director of Operations.

C. Cultural competency of staff and services.

The Cultural Competency Committee meets monthly to discuss program operations and plan for future trainings based on needs as discussed during the meeting.

D. Client satisfaction.

The Representative Payee programs participate in the annual survey per BHS dates and times. Operations Director and Director of Supportive Housing and Community Services will review program results and incorporate feedback to the program operations.

E. ANSA Outcome.

Together with Associate Directors and Program Directors of Outpatient Services, the Director of Clinical Services will review ANSA Outcome Data provided by BHS and will incorporate such data in program operations.

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

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

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

CONTRACTOR agrees that within that fiscal year, this initial payment of \$647,801 shall be deducted from invoices for services delivered from December 2012 to April 2013 for the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1a & ab Outpatient Services

Appendix B-2 Rep Payee Services

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Fifty Four Million Four Hundred Seventy Four Thousand Seven Hundred Fifty Four Million Fifty Nine Thousand Nine Hundred Seventy Seven Dollars (\$54,059,977)** for the period of July 1, 2010 through December 31, 2017.

CONTRACTOR understands that, of this maximum dollar obligation, \$1,741,692 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2010 through December 31, 2010 (BPHM07000066)	\$3,567,392
January 1, 2011 through June 30, 2011	\$3,567,391
July 1, 2011 through June 30, 2012	\$6,584,492
July 1, 2012 through June 30, 2013	\$6,706,150
July 1, 2013 through June 30, 2014	\$6,809,090
July 1, 2014 through June 30, 2015	\$6,911,475
July 1, 2015 through June 30, 2016	\$7,084,262
July 1, 2016 through June 30, 2017	\$7,429,836
July 1, 2017 through December 31, 2017	\$3,628,525
July 1, 2010 through December 31, 2017	\$52,318,285
Contingency	\$1,741,692
G. Total:	\$54,059,977

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such

reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

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

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

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

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

	A	B	C	D	E	F	G	H
1	DPH 1: Department of Public Health Contract Budget Summary							
2	DHCS Legal Entity Number (MH): 342			Prepared By/Phone #: Richard Heasley (415) 290-9311			iscal Year: FY15-16	
3	DHCS Legal Entity Name (MH)/Contractor Name (SA): CONARD HOUSE, INC.			Date: 7/1/2015				Appendix B page 4
4	Contract CMS # (CDTA use only):							
5	Contract Appendix Number:	B-1 A	B-1 B	B-2	B-#	B-#	B-#	
6	Appendix A/Provider Name:	CONARD HOUSE, INC.	CONARD HOUSE, INC.	CONARD HOUSE, INC.				
7	Provider Number	8949	8949	8949				
8	Program Code(s)	89492	8949SH	8949RP				
9	FUNDING TERM:	7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16	-/- -/-	-/- -/-	-/- -/-	TOTAL
10	FUNDING USES							
11	Salaries & Employee Benefits:	1,741,105	843,391	1,170,194				3,754,690
12	Operating Expenses:	417,205	1,675,804	323,261				2,416,270
13	Capital Expenses:	-	-	-				-
14	Subtotal Direct Expenses:	2,158,310	2,519,195	1,493,455	-	-	-	6,170,960
15	Indirect Expenses:	258,997	302,303	179,215				740,515
16	Indirect %:	12%	12%	12%	0%	0%	0%	12%
17	TOTAL FUNDING USES	2,417,307	2,821,498	1,672,670	-	-	-	6,911,475
18					Employee Fringe Benefits %:			33.59%
19	BHS MENTAL HEALTH FUNDING SOURCES							
20	MH FED - SDMC Regular FFP (50%)	1,127,076						1,127,076
21	MH STATE - 1991 MH Realignment	1,244,615						1,244,615
22	MH COUNTY - General Fund	45,616	2,682,158	491,965				3,219,739
23	HUH - General Fund							-
24	MH WORK ORDER - HSA Rep Payee Program			888,093				888,093
25	MH COUNTY - Work Order CODB			13,321				13,321
26	MH COUNTY - General Fund (DEAP-SSI)			215,000				215,000
27	MH STATE - MHSA (CSS)			64,291				64,291
28	TOTAL BHS MENTAL HEALTH FUNDING SOURCES	2,417,307	2,682,158	1,672,670	-	-	-	6,772,135
29	BHS SUBSTANCE ABUSE FUNDING SOURCES							
30								-
31								-
32								-
33								-
34								-
35								-
36	TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-	-
37	OTHER DPH FUNDING SOURCES							
38	HUH - General Fund		139,340					139,340
39								-
40								-
41								-
42	TOTAL OTHER DPH FUNDING SOURCES	-	139,340	-	-	-	-	139,340
43	TOTAL DPH FUNDING SOURCES	2,417,307	2,821,498	1,672,670	-	-	-	6,911,475
44	NON-DPH FUNDING SOURCES							
45								-
46	TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-	-	-
47	TOTAL FUNDING SOURCES (DPH AND NON-DPH)	2,417,307	2,821,498	1,672,670	-	-	-	6,911,475
48								
49								
50	CHECK: FUNDING USES = FUNDING SOURCES (Sho	0	(0)	0	0	0	0	(0)

	A	B	C	D	E	F	G	H	I	J
1	DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)									
2	DHCS Legal Entity Name (MH)/Contractor Name (SA): 342						Appendix/Page #: B-1a, Page 1			
3	Provider Name: CONARD HOUSE, INC.						Document Date: 7/1/2015			
4	Provider Number: 8949						Fiscal Year: FY15-16			
5	Program Name:		Outpatient	Outpatient	Outpatient					
6	Program Code (formerly Reporting Unit):		89492	89492	89492					
7	Mode/SFC (MH) or Modality (SA)		15/01-09	15/10-57, 59	15/70-79					
8	Service Description:		#REF!	#REF!	#REF!	0	0			TOTAL
9	FUNDING TERM:		7/1/15-6/30/16	7/1/15-6/30/16	7/1/15-6/30/16	-	-			
10	FUNDING USES									
11	Salaries & Employee Benefits:		88,259	1,630,482	22,364					1,741,105
12	Operating Expenses:		21,149	390,697	5,359					417,205
13	Capital Expenses (greater than \$5,000):									-
14	Subtotal Direct Expenses:		109,408	2,021,179	27,723	-	-			2,158,310
15	Indirect Expenses:		13,129	242,541	3,327					258,997
16	TOTAL FUNDING USES:		122,537	2,263,720	31,050	-	-			2,417,307
17	BHS MENTAL HEALTH FUNDING SOURCES		Index Code/Project Detail/CFDA#:							
18										
19	MH FED - SDMC Regular FFP (50%)		HMHMCC730515	57,133	1,055,466	14,477				1,127,076
20	MH STATE - 1991 MH Realignment		HMHMCC730515	63,091	1,165,537	15,987				1,244,615
22	MH COUNTY - General Fund		HMHMCC730515	2,313	42,717	586				45,616
23										
24	TOTAL BHS MENTAL HEALTH FUNDING SOURCES			122,537	2,263,720	31,050	-	-		2,417,307
25	BHS SUBSTANCE ABUSE FUNDING SOURCES		Index Code/Project Detail/CFDA#:							
26										
27										
28										
29										
30	TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES			-	-	-	-	-		-
31										
32	OTHER DPH FUNDING SOURCES		Index Code/Project Detail/CFDA#:							
33										
34										
35										
36	TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-		-
37	TOTAL DPH FUNDING SOURCES			122,537	2,263,720	31,050	-	-		2,417,307
38	NON-DPH FUNDING SOURCES									
39										
40	TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-		-
41	TOTAL FUNDING SOURCES (DPH AND NON-DPH)			122,537	2,263,720	31,050	-	-		2,417,307
42	BHS UNITS OF SERVICE AND UNIT COST									
43	Number of Beds Purchased (if applicable)									
44	Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)									
45	Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program									
46	Cost Reimbursement (CR) or Fee-For-Service (FFS):		FFS	FFS	FFS					
47	DPH Units of Service:		52,818	754,573	6,962					814,353
48	Unit Type:		#REF!	#REF!	#REF!	0	0			
49	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		2.32	3.00	4.46					
50	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):		2.32	3.00	4.46	0.00	0.00			
51	Published Rate (Medi-Cal Providers Only):		2.32	3.00	4.46					Total UDC:
52	Unduplicated Clients (UDC):		29	529	7					565
55	CHECK: FUNDING USES = FUNDING SOURCES (Should always be ZERO)		0	0	0	0	0	0	0	0
56	FORMULA DPH RATE		2.32	3.00	4.46					
57	CHECK: DPH RATE row 49 = row 56) Should be ZERO		0	0	0	0	0	0	0	0

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	DPH 3: Salaries & Benefits Detail												
2	Program Code: 89492						Appendix #: B-1a						
3	Program Name: Outpatient						Page #: 2						
4	Document Date: 7/1/15												
5													
6		TOTAL		MH COUNTY - General Fund HMMCC730515		Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
7		Term: 7/1/15-6/30/16		Term: 7/1/15-6/30/16		Term:		Term:		Term:		Term:	
8	Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
9	Director Of Clinical Services	0.786	\$ 68,411.82	0.786	68,412								
10	Director SHP/CS	0.555	\$ 43,115.92	0.555	43,116								
11	Director Supportive Employment	0.000	\$ -	0.000	0								
12	Associate Clinical Director	1.417	\$ 108,547.58	1.417	108,548								
13	Associate Director	1.417	\$ 87,400.94	1.417	87,401								
14	Associate Director Operations	0.405	\$ 25,457.46	0.405	25,457								
15	Associate Director Plaza Program	0.709	\$ 47,243.21	0.709	47,243								
16	Executive Assistant	0.310	\$ 17,679.72	0.310	17,680								
17	Interim Associate Director	0.146	\$ 8,980.86	0.146	8,981								
18	Program Assistant	0.333	\$ 10,435.51	0.333	10,436								
19	Client Information Svc Manager	0.340	\$ 15,491.72	0.340	15,492								
20	Health Navigator	0.709	\$ 28,517.68	0.709	28,518								
21	Intake Coordinator	0.709	\$ 34,030.19	0.709	34,030								
22	FIU Account Manager	0.000	\$ -	0.000	0								
23	FIU Messenger	0.000	\$ -	0.000	0								
24	FIU Senior Account Manager	0.000	\$ -	0.000	0								
25	Program Director	1.488	\$ 71,891.51	1.488	71,892								
26	Senior Program Director	1.417	\$ 77,045.49	1.417	77,045								
27	Senior Case Manager	0.709	\$ 28,886.13	0.709	28,886								
28	Senior Case Manager (Plaza)	0.709	\$ 31,967.61	0.709	31,968								
29	Case Manager	12.470	\$ 495,878.74	12.470	495,879								
30	Fill In Counselor	0.354	\$ 14,472.82	0.354	14,473								
31	Counselor	2.126	\$ 95,843.30	2.126	95,843								
32		0.000											
33		0.000											
34	Totals:	27.107	\$1,311,298	27.107	\$1,311,298	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0
35													
36													
37													
38	Employee Fringe Benefits:	32.78%	\$ 429,807.00	32.78%	429,807	0.00%		0.00%		0.00%		0.00%	
39													
40													
41	TOTAL SALARIES & BENEFITS		\$1,741,105		\$1,741,105		\$0		\$0		\$0		\$0

	A	B	C	D	E	F	G
1	DPH 4: Operating Expenses Detail						
2	Program Code: 89492					Appendix #:	B-1a
3	Program Name: Outpatient					Page #:	3
4	Document Date: 7/1/15						
5							
6	Expenditure Categories & Line Items	TOTAL	MH COUNTY - General Fund HMHMCC730515	Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
7		7/1/15-6/30/16	7/1/15-6/30/16	Term: _____	Term: _____	Term: _____	Term: _____
8	Occupancy:						
9	Rent	\$ 201,918	\$ 201,918				
10	Utilities(telephone, electricity, water, gas)	\$ 47,240	\$ 47,240				
11	Building Repair/Maintenance	\$ 666	\$ 666				
12	Materials & Supplies:						
13	Office Supplies	\$ 39,880	\$ 39,880				
14	Photocopying	\$ -					
15	Printing	\$ -					
16	Program Supplies	\$ -					
17	Computer hardware/software	\$ -					
18	General Operating:						
19	Training/Staff Development	\$ 11,728	\$ 11,728				
20	Insurance	\$ 42,168	\$ 42,168				
21	Professional License	\$ -					
22	Permits	\$ -					
23	Equipment Lease & Maintenance	\$ 34,554	\$ 34,554				
24	Staff Travel:						
25	Local Travel	\$ -					
26	Out-of-Town Travel	\$ -					
27	Field Expenses	\$ -					
28	Consultant/Subcontractor:						
29		\$ -	\$ -				
30	CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
31	CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
32	(add more Consultant lines as necessary)						
33	Other:						
34		\$ -					
35	Client Services [food, transportation, activities fund]	\$ 39,051	\$ 39,051				
36		\$ -					
37		\$ -					
38		\$ -					
39		\$ -					
40							
41	TOTAL OPERATING EXPENSE	\$ 417,205	\$ 417,205	\$ -	\$ -	\$ -	\$ -

	A	B	C	D	E	F	G	H
1	DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)							
2	DHCS Legal Entity Name (MH)/Contractor Name (SA): 342						Appendix/Page #: B-1b, Page 1	
3	Provider Name: CONARD HOUSE, INC.						Document Date: 7/1/2015	
4	Provider Number: 8949						Fiscal Year: FY15-16	
5	Program Name:		Supportive Housing	Supportive Housing				
6	Program Code (formerly Reporting Unit):		8949 SH	8949 SH				
7	Mode/SFC (MH) or Modality (SA):		60/78	60/78				
8	Service Description:		#REF!	#REF!	0	0	0	TOTAL
9	FUNDING TERM:		7/1/15-6/30/16	7/1/15-6/30/16	-	-	-	
10	FUNDING USES							
11	Salaries & Employee Benefits:		732,626	110,765				843,391
12	Operating Expenses:		1,662,158	13,646				1,675,804
13	Capital Expenses (greater than \$5,000):							-
14	Subtotal Direct Expenses:		2,394,784	124,411	-	-	-	2,519,195
15	Indirect Expenses:		287,374	14,929				302,303
16	TOTAL FUNDING USES:		2,682,158	139,340	-	-	-	2,821,498
17	BHS MENTAL HEALTH FUNDING SOURCES		Index Code/Project Detail/CFDA#:					
19	MH COUNTY - General Fund		HMHMCC730515	2,682,158				2,682,158
20								-
21								-
22								-
23								-
24	TOTAL BHS MENTAL HEALTH FUNDING SOURCES		2,682,158	-	-	-	-	2,682,158
25	BHS SUBSTANCE ABUSE FUNDING SOURCES		Index Code/Project Detail/CFDA#:					
26								-
27								-
28								-
29								-
30	TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-
32	OTHER DPH FUNDING SOURCES		Index Code/Project Detail/CFDA#:					
33	HUH - General Fund		HCHSHHOUSGGF		139,340			139,340
34								-
35								-
36	TOTAL OTHER DPH FUNDING SOURCES		-	139,340	-	-	-	139,340
37	TOTAL DPH FUNDING SOURCES		2,682,158	139,340	-	-	-	2,821,498
38	NON-DPH FUNDING SOURCES							
39								-
40	TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	-
41	TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,682,158	139,340	-	-	-	2,821,498
42	BHS UNITS OF SERVICE AND UNIT COST							
43	Number of Beds Purchased (if applicable)							
44	Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
45	Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
46	Cost Reimbursement (CR) or Fee-For-Service (FFS):							
47	DPH Units of Service:		FFS	FFS				
48	Unit Type:		Client Day	Client Day	0	0	0	152,095
49	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):		18.55	18.55				
50	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):		18.55	18.55	0.00	0.00	0.00	
51	Published Rate (Medi-Cal Providers Only):							Total UDC:
52	Unduplicated Clients (UDC):		383	122				505
53								
54								
55	CHECK: FUNDING USES = FUNDING SOURCES (Should always be ZERO)							
56	FORMULA DPH RATE							
57	CHECK: DPH RATE row 49 = row 56) Should be ZERO							

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	DPH 3: Salaries & Benefits Detail												
2	Program Code: 8949 SH						Appendix #: B-1b						
3	Program Name: Supportive Housing						Page #: 2						
4	Document Date: 7/1/15												
5													

6	7	TOTAL		MH COUNTY - General Fund HMHMCC730515		HUH - General Fund HCHSHHOUSSGGF		Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
		Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term:	Term:	Term:	Term:				
8	Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
9	Director Of Clinical Services	0.214	\$ 28,140.18	0.195	25,599	0.019	2,541						
10	Director SHP/CS	0.151	\$ 17,735.08	0.138	16,194	0.013	1,541						
11	Director Supportive Employment	1.000	\$ 62,752.00	1.000	62,752	0.000	0						
12	Associate Clinical Director	0.583	\$ 44,649.42	0.557	42,633	0.026	2,016						
13	Associate Director	0.583	\$ 35,951.06	0.583	35,951	0.000	0						
14	Associate Director Operations	0.167	\$ 10,471.54	0.152	9,525	0.015	946						
15	Associate Director Plaza Program	0.291	\$ 19,432.79	0.081	5,920	0.211	13,513						
16	Executive Assistant	0.128	\$ 7,272.28	0.128	7,272	0.000	0						
17	Interim Associate Director	0.060	\$ 3,694.14	0.046	2,836	0.014	858						
18	Program Assistant	0.137	\$ 4,292.49	0.125	3,905	0.012	387						
19	Client Information Svc Manager	0.200	\$ 9,105.28	0.187	8,530	0.013	575						
20	Health Navigator	0.291	\$ 11,730.32	0.081	3,256	0.211	8,475						
21	Intake Coordinator	0.291	\$ 13,997.81	0.291	13,998	0.000	0						
22	FIU Account Manager	0.206	\$ 7,651.00	0.158	5,873	0.048	1,778						
23	FIU Messenger	0.640	\$ 15,896.00	0.582	14,460	0.058	1,436						
24	FIU Senior Account Manager	0.206	\$ 8,507.00	0.158	6,530	0.048	1,977						
25	Program Director	0.612	\$ 29,571.49	0.612	29,571	0.000	0						
26	Senior Program Director	0.583	\$ 31,691.51	0.557	30,260	0.026	1,431						
27	Senior Case Manager	0.291	\$ 11,881.87	0.291	11,882	0.000	0						
28	Senior Case Manager (Plaza)	0.291	\$ 13,149.39	0.081	3,650	0.211	9,500						
29	Case Manager	5.130	\$ 203,972.26	4.261	167,360	0.869	36,613						
30	Fill In Counselor	0.146	\$ 5,953.18	0.146	5,953	0.000	0						
31	Counselor	0.874	\$ 39,423.70	0.874	39,424	0.000	0						
32		0.000											
33		0.000											
34	Totals:	13.075	\$636,922	11.283	\$553,335	1.793	\$83,587	0.00	\$0	0.00	\$0	0.00	\$0
35													
36													
37													
38	Employee Fringe Benefits:	32.42%	\$ 206,469.00	32.40%	179,291	32.51%	27,178	0.00%		0.00%		0.00%	
39													
40													
41	TOTAL SALARIES & BENEFITS		\$843,391		\$732,626		\$110,765		\$0		\$0		\$0

DPH 4: Operating Expenses Detail

Program Code: 8949 SH
 Program Name: Supportive Housing
 Document Date: 7/1/15

Appendix #: B-1b
 Page #: 3

6	Expenditure Categories & Line Items	TOTAL	MH COUNTY - General Fund HMHMCC730515	HUH - General Fund HCHSHHOUSGGF	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
7		Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: 7/1/15-6/30/16	Term: _____	Term: _____	Term: _____
8	Occupancy:						
9	Rent	\$ 92,057	\$90,838	\$1,219			
10	Utilities(telephone, electricity, water, gas)	\$ 25,254	\$22,953	\$2,301			
11	Building Repair/Maintenance	\$ 9,661	\$9,032	\$629			
12	Materials & Supplies:						
13	Office Supplies	\$ 19,188	\$16,841	\$2,347			
14	Photocopying	\$ -					
15	Printing	\$ -					
16	Program Supplies	\$ -					
17	Computer hardware/software	\$ -					
18	General Operating:						
19	Training/Staff Development	\$ 7,962	\$7,288	\$674			
20	Insurance	\$ 17,561	\$17,289	\$272			
21	Professional License	\$ -					
22	Permits	\$ -					
23	Equipment Lease & Maintenance	\$ 15,215	\$13,687	\$1,528			
24	Staff Travel:						
25	Local Travel	\$ -					
26	Out-of-Town Travel	\$ -					
27	Field Expenses	\$ -					
28	Consultant/Subcontractor:						
29		\$ -					
30	CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
31	CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
32	(add more Consultant lines as necessary)						
33	Other:						
34	Legal Services [client related]	\$ 10,728	\$9,076	\$1,652			
35	Client Services [food, transportation, activities fund]	\$ 8,382	\$6,780	\$1,602			
36	Client Services [check cashing, bank analysis fee, data]	\$ 7,681	\$6,259	\$1,422			
37	Operating Subsidies	\$ 1,462,115	\$1,462,115	-			
41							
42	TOTAL OPERATING EXPENSE	\$ 1,675,804	\$ 1,662,158	\$ 13,646	\$ -	\$ -	\$ -

	A	B	C	D	E	F	G	H
1	DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)							
2	DHCS Legal Entity Name (MH)/Contractor Name (SA): 342						Appendix/Page #: B-2, Page 1	
3	Provider Name: CONARD HOUSE, INC.						Document Date: 7/1/2015	
4	Provider Number: 8949						Fiscal Year: FY15-16	
5	Program Name:		REP PAYEE					
6	Program Code (formerly Reporting Unit):		8949 RP					
7	Mode/SFC (MH) or Modality (SA)		60/78					
8	Service Description:		#REF!	0	0	0	0	TOTAL
9	FUNDING TERM:		7/1/15-6/30/16	-	-	-	-	
10	FUNDING USES							
11	Salaries & Employee Benefits:		1,170,194					1,170,194
12	Operating Expenses:		323,261					323,261
13	Capital Expenses (greater than \$5,000):							-
14	Subtotal Direct Expenses:		1,493,455	-	-	-	-	1,493,455
15	Indirect Expenses:		179,215					179,215
16	TOTAL FUNDING USES:		1,672,670	-	-	-	-	1,672,670
17	BHS MENTAL HEALTH FUNDING SOURCES		Index Code/Project Detail/CFDA#:					
19	MH COUNTY - General Fund		HMHMCC730515	491,965				491,965
20	MH WORK ORDER - HSA Rep Payee Program		HMHMREPPAYWO	888,093				888,093
21	MH COUNTY - Work Order CODB		HMHMCC730515	13,321				13,321
22	MH COUNTY - General Fund (DEAP-SSI)		HMHMDEAP-SSI	215,000				215,000
23	MH STATE - MHSA (CSS)		PMHS63-1505	64,291				64,291
24								-
25								-
26	TOTAL BHS MENTAL HEALTH FUNDING SOURCES			1,672,670	-	-	-	1,672,670
27	BHS SUBSTANCE ABUSE FUNDING SOURCES		Index Code/Project Detail/CFDA#:					
28								-
29								-
30								-
31								-
32								-
33	TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES			-	-	-	-	-
34	OTHER DPH FUNDING SOURCES		Index Code/Project Detail/CFDA#:					
35								-
36								-
37								-
38	TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
39	TOTAL DPH FUNDING SOURCES			1,672,670	-	-	-	1,672,670
40	NON-DPH FUNDING SOURCES							
41								-
42	TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
43	TOTAL FUNDING SOURCES (DPH AND NON-DPH)			1,672,670	-	-	-	1,672,670
44	BHS UNITS OF SERVICE AND UNIT COST							
45	Number of Beds Purchased (if applicable)							
46	Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
47	Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
48	Cost Reimbursement (CR) or Fee-For-Service (FFS):		FFS					
49	DPH Units of Service:		266,085					
50	Unit Type:		Client Day	0	0	0	0	
51	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):		6.29					
52	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):		6.29	0.00	0.00	0.00	0.00	
53	Published Rate (Medi-Cal Providers Only):							Total UDC:
54	Unduplicated Clients (UDC):		891					891
55								
56								
57	CHECK: FUNDING USES = FUNDING SOURCES (Should always be ZERO)		0	0	0	0	0	0
58	FORMULA DPH RATE		6.29	-	-	-	-	-
59	CHECK: DPH RATE row 49 = row 56) Should be ZERO		0	0	0	0	0	0

6	7	TOTAL		MH COUNTY - General Fund HMHMCC730515		MH WORK ORDER - HSA Rep Payee Program HMHMREPPAYWO		General Fund (DEAP-SSI) HMHMDEAP-SSI		MH STATE - MHSA (CSS) PMHS63-1505		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
		FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
8	Position Title	Term: 7/1/15-6/30/16		Term: 7/1/15-6/30/16		Term: 7/1/15-6/30/16		Term: 7/1/15-6/30/16		Term: 7/1/15-6/30/16		Term:	
9	Director Of Clinical Services	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
10	Director SHP/CS	0.194	\$ 16,705.00	0.042	4,994	0.108	9,303	0.044	2,408	0.000	0		
11	Director Supportive Employment	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
12	Associate Clinical Director	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
13	Associate Director	0.130	\$ 8,017.00	0.000	2,922	0.000	0	0.130	5,095	0.000	0		
14	Associate Director Operations	0.429	\$ 26,938.00	0.080	7,872	0.206	12,928	0.072	2,856	0.072	3,282		
15	Associate Director Plaza Program	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
16	Executive Assistant	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
17	Interim Associate Director	0.689	\$ 42,519.00	0.150	12,452	0.386	23,811	0.112	4,382	0.042	1,874		
18	Program Assistant	0.353	\$ 11,044.00	0.066	3,227	0.169	5,304	0.059	1,169	0.059	1,344		
19	Client Information Svc Manager	0.060	\$ 2,733.00	0.017	764	0.043	1,969	0.000	0	0.000	0		
20	Health Navigator	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
21	Intake Coordinator	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
22	FIU Account Manager	0.681	\$ 25,359.00	0.148	7,431	0.380	14,152	0.112	2,645	0.042	1,131		
23	FIU Messenger	0.448	\$ 11,126.00	0.125	3,112	0.323	8,014	0.000	0	0.000	0		
24	FIU Senior Account Manager	0.681	\$ 28,192.00	0.148	8,261	0.380	15,733	0.112	2,941	0.042	1,257		
25	Program Director	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
26	Senior Program Director	3.000	\$ 155,595.00	0.559	47,921	1.441	74,716	1.000	32,958	0.000	0		
27	Senior Case Manager	1.000	\$ 41,368.00	0.000	15,080	0.000	0	1.000	26,288	0.000	0		
28	Senior Case Manager (Plaza)	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
29	Case Manager	12.855	\$ 492,847.00	2.757	143,934	7.098	272,544	2.000	48,377	1.000	27,992		
30	Fill In Counselor	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
31	Counselor	0.000	\$ -	0.000	0	0.000	0	0.000	0	0.000	0		
32		0.000											
33													
34	Totals:	20.520	\$ 862,443.00	4.091	\$ 257,970.00	10.534	\$ 438,474.00	4.640	\$ 129,119.00	1.255	\$ 36,880.00	0.00	\$0
35													
36													
37													
38	Employee Fringe Benefits:	35.68%	\$ 307,751.00	35.63%	91,905	35.87%	157,293	34.86%	45,008	36.73%	13,545	0.00%	
39													
40													
41	TOTAL SALARIES & BENEFITS		\$1,170,194		\$349,875		\$595,767		\$174,127		\$50,425		\$0

	A	B	C	D	E	F	G
1	DPH 4: Operating Expenses Detail						
2	Program Code: <u>8949 RP</u>				Appendix #: <u>B-2</u>		
3	Program Name: <u>REP PAYEE</u>				Page #: <u>3</u>		
4	Document Date: <u>7/1/15</u>						
5							
6	Expenditure Categories & Line Items	TOTAL	MH COUNTY - General Fund HMHMCC730 515	MH WORK ORDER - HSA Rep Payee Program HMHMREPPA YWO	General Fund (DEAP-SSI) HMHMDEAP- SSI	MH STATE - MHSA (CSS) PMHS63-1505	Funding Source 4 (Include Funding Source, Name and Index Code/Project Detail/CFDA#)
7		Term: <u>7/1/15-6/30/16</u>	Term: <u>7/1/15-6/30</u>	Term: <u>7/1/15-6/30</u>	Term: <u>7/1/15-6/30</u>	Term: <u>7/1/15-6/30</u>	Term: _____
8	Occupancy:						
9	Rent	\$ 105,324	\$ 31,481	\$ 57,477	\$ 15,251	\$ 1,115	
10	Utilities(telephone, electricity, water, gas)	\$ 33,643	\$ 9,531	\$ 22,551	\$ 957	\$ 604	
11	Building Repair/Maintenance	\$ 30,208	\$ 8,661	\$ 19,929	\$ 1,589	\$ 29	
12	Materials & Supplies:						
13	Office Supplies	\$ 32,548	\$ 9,189	\$ 21,856	\$ 730	\$ 773	
14	Photocopying	\$ -					
15	Printing	\$ -					
16	Program Supplies	\$ -					
17	Computer hardware/software	\$ -					
18	General Operating:						
19	Training/Staff Development	\$ 4,355	\$ 1,233	\$ 2,868	\$ 123	\$ 131	
20	Insurance	\$ 2,965	\$ 828	\$ 2,032	\$ -	\$ 105	
21	Professional License	\$ -					
22	Permits	\$ -					
23	Equipment Lease & Maintenance	\$ 17,810	\$ 5,022	\$ 12,229	\$ 326	\$ 233	
24	Staff Travel:						
25	Local Travel	\$ -					
26	Out-of-Town Travel	\$ -					
27	Field Expenses	\$ -					
28	Consultant/Subcontractor:						
29		\$ -					
30		\$ -					
31	King Security \$30/hr @ 100 hrs; Robert Hendrickson \$110/hr x 5 hrs	\$ 3,692	\$ 1,038	\$ 2,593	\$ 39	\$ 22	
32	(add more Consultant lines as necessary)						
33	Other:						
34	Legal Fees [client related]	\$ 1,913	\$ 534	\$ 1,324	\$ -	\$ 55	
35	Client Services [food, transportation, activities fund]	\$ 2,804	\$ 783	\$ 1,895	\$ 5	\$ 121	
36	Client Services [check cashing, bank analysis, data]	\$ 87,999	\$ 24,583	\$ 59,478	\$ 150	\$ 3,788	
37		\$ -					
41							
42	TOTAL OPERATING EXPENSE	\$ 323,261	\$ 92,883	\$ 204,232	\$ 19,170	\$ 6,976	\$ -

	A	B	C	D
1	DPH 7: Contract-Wide Indirect Detail			
2	Contractor Name/Program Name:	Outpatient		
3	Document Date:	7/1/2015	Appendix B page 5	
4	Fiscal Year:	FY15-16		
5				
6	1. SALARIES & BENEFITS			
7		Position Title	FTE	Salaries
8		Accounting Manager	0.554	32,170
9		Accounting Manager	0.554	32,171
10		Accounts Payable Accountant	0.554	24,644
11		Budget Manager	0.554	37,784
12		Client Information Svc Manager	0.072	3,282
13		Controller	0.554	42,623
14		Director Administrative Svcs	0.554	48,250
15		Director of Finance	0.554	51,868
16		Director Of Real Estate	0.055	5,845
17		Executive Assistant	0.242	13,827
18		Executive Director	0.554	83,954
19		FIU Messenger	0.072	1,781
20		Human Resources Manager	0.554	25,243
21		Payroll Accountant	0.661	33,459
22		Planning Associate Temp	0.277	12,841
23		Program Assistant	0.554	17,013
24		Temporary Program Assistant	0.166	4,129
25	SUBTOTAL SALARIES			\$ 470,884
26	EMPLOYEE FRINGE BENEFITS			25.6052% \$ 120,571
27	TOTAL SALARIES & BENEFITS			\$ 591,455
28				
29				
30	2. OPERATING COSTS			
31	Expense line item:			Amount
32		Management Fees		17,392
33		Legal Fees		1,440
34		Audit Fees		9,970
35		Accounting\Bookkeeping\Accounting Systems		24,032
36		Insurance		4,802
37		Rent		24,293
38		Utilities		5,214
39		Telephone		4,952
40		Maintenance and Repairs		1,774
41		Equipment Rental		5,441
42		Office Expense and Supplies		36,666
43		Travel and Training		13,084
44	TOTAL OPERATING COSTS			\$ 149,060
45				
46	TOTAL INDIRECT COSTS (Salaries & Benefits + Operating Costs)			\$ 740,515

Appendix F
Invoice

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

Appendix F
PAGE A

Control Number

Contractor: Conard House

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No.: (415) 864-7833

Fax No.: (415) 885-2344

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

CBHS

INVOICE NUMBER : M01 JL 15

CLBlanket No.: BPHM TBD

CLPO. No.: POHM DPHM1400049

Fund Source: General Fund

Invoice Period: July 2015

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 Outpatient Services PC# - 89492												
15-01 Case Management Brokerage	52,475				\$ 2.02	\$ -						
15-07, 15-10, 30, 40, 50 MH Services	946,939				\$ 2.61	\$ -						
15/ 10 - 59, 15-70 Crisis Intervention	6,783				\$ 3.88	\$ -						
B-1B Supportive Housing PC# - 8949 SH												
60/ 78 Other Non-Medi-Cal Client Support Exp	158,314				\$ 16.57	\$ -						
B-2 REP PAYEE PC# - 8949 RP												
60/ 78 Other Non-Medi-Cal Client Support Exp	24,631				\$ 7.81	\$ -						
TOTAL	1,189,142		0.000				0.000		0.00%		0.000	

Budget Amount	Expenses To Date	% of Budget	Remaining Budget
\$ 5,604,751.00	\$ -	0.00%	\$ 5,604,751.00

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

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: Conard House

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No.: (415) 864-7833

Fax No.: (415) 885-2344

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

CBHS

INVOICE NUMBER : M03 JL 15

Cl.Blanket No.: BPHM TBD

CLPO. No.: POHM DPHM1400049

Fund Source: MHSA - Prop 63 - PMHS63 - 1405

Invoice Period : July 2015

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-2 REP PAYEE PC# - 8949 RP												
60/ 78 Other Non-Medical Client Support Svcs	7,983				\$ 7.81							
TOTAL	7,983		0.000				0.000		0.00%		0.000	
	Budget Amount				\$ 64,291.00			Expenses To Date	% of Budget		Remaining Budget	
								\$ -	0.00%		\$ 64,291.00	

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

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St. - 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: Conard House

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No.: (415) 864-7833

Fax No.: (415) 885-2344

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

CBHS

INVOICE NUMBER : M08 JL 15

CL.Blanket No.: BPHM TBD

CL.P.O. No.: POHM DPHM14000049

Fund Source: HSA Work Order

Invoice Period : July 2015

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-2 REP PAYEE PC# - 8949 RP												
60/ 78 Other Non-Medical Client Support Exp	109,835				\$ 7.81							
TOTAL	109,835		0.000				0.000		0.00%		0.000	

Budget Amount	\$ 888,093.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Budget	\$ 888,093.00
----------------------	----------------------	-------------------------	-------------	--------------------	--------------	-------------------------	----------------------

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

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

Signature: _____

Date: _____

Title: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Kimberly Kleinman
	PHONE (A/C, No., Ext): 818-539-2300 FAX (A/C, No.): 818-539-2301 E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com
INSURED Conard House, Inc. 1385 Mission Street, Suite 230 San Francisco, CA 94103-2623	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Nonprofits' Insurance Alliance of C
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 1236634495 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	201508163NPO	2/11/2015	2/11/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$20,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
							\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	201508163NPO	2/11/2015	2/11/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		201508163UMBPO	2/11/2015	2/11/2016	EACH OCCURRENCE	\$7,000,000
						AGGREGATE	\$7,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Directors & Officers		201508163DONPO	2/11/2015	2/11/2016	Aggregate	2,000,000
A	Directors & Officers		201508163DONPO	2/11/2015	2/11/2016	Deductible	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City & County of San Francisco, Its Officers, Agents & Employees are named additional insured as respects contract purchase for location: 840-1844 McAllister Street, San Francisco, CA 94115 per the attached endorsements. Such insurance is primary and non-contributory.

CERTIFICATE HOLDER City & County of San Francisco Dept. of Public Health Contracts Office, 4th Floor, 1380 Howard Street San Francisco CA 94103 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 3063
--	--



**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2015-08163-NPO

Schedule AI

NAME OF INSURED: Conard House, Inc.*

Page 2

*SEE SCHEDULE NI FOR FULL NAMED INSURED

**ADDITIONAL INSURED /
LOSS PAYEE**

Additional Insured - NIAC A1

City & County Of San Francisco Mayor's Office of Housing
& Community Development
1 S. Van Ness Ave., 5th Floor
San Francisco, CA 94103

As respects vehicle(s): N/A

Additional Insured - NIAC A1

City & County Of San Francisco Mayor's Office of Housing
& Community Development
One South Van Ness Ave., 5th Floor
San Francisco, CA 94103

As respects vehicle(s): N/A

Additional Insured - NIAC A1

City & County Of San Francisco Dept. of Public Health
Contract Office, 4th Floor
1380 Howard Street
San Francisco, CA 94103

As respects vehicle(s): N/A

Additional Insured - NIAC A1

City & County Of San Francisco Dept. of Public Health
Office of Contract Management
101 Grove Street, Room 307
San Francisco, CA 94102

As respects vehicle(s): N/A

Additional Insured - NIAC A1

City & County Of San Francisco, San Francisco
Redevelopment Agency, Attn: Brooke Barber
One S. Van Ness Ave., 5th Floor
San Francisco, CA 94103

As respects vehicle(s): N/A

COUNTERSIGNED: 02/20/2015

BY

(AUTHORIZED REPRESENTATIVE)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

City & County of San Francisco, Its Officers, Agents & Employees

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

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

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

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
505 N Brand Blvd, Suite 600
Glendale CA 91203
USA

004795

City & County of San Francisco
Dept. Of Public Health
1380 Howard St Ste 1000
San Francisco CA 94103-2639





CERTIFICATE OF LIABILITY INSURANCE

CONAHOU-01 VPPGOSWAMI

DATE (MM/DD/YYYY)
12/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

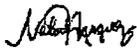
PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 605 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME: PHONE (A/C, H/D, Ext): (818) 539-2300 FAX (A/C, No): (818) 539-2301 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Conard House, Inc. 1385 Mission Street, Suite 230 San Francisco, CA 94103-2623	INSURER A: Quality Comp Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL RUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y <input type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	R/A	X 0150500713	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation for Workers Compensation policy applies in favor of Certificate Holder.

CERTIFICATE HOLDER City & County of San Francisco Office of Contract Admin Purchasing Div., City Hall, #430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: 

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RE: Quality Comp, Inc. - Group Workers' Compensation Program

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California. The company is rated "A" Category "VIII" by A.M. Best & Company (NAIC#16608).

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2015

Expiration: January 1, 2016

Please contact me if you should have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Harris".

Jacqueline Harris
Director of Underwriting

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

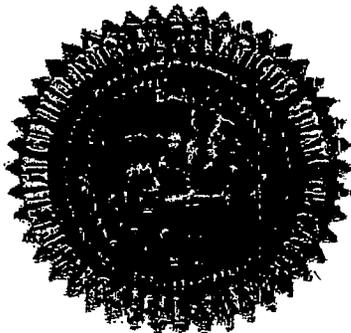
CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


JOHN M. REA

DIRECTOR


MARK T. JOHNSON

MANAGER

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

NUMBER : 4515 - 0050

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Conard House, Inc.

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master CertificateHolder)

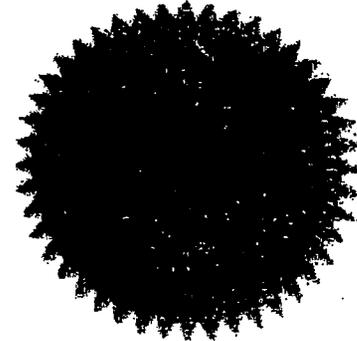
STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No. 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : July 1, 2013

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Jon Wroten, Chief

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title, 8, California Administrative Code, Group 2 -- Administration of Self Insurance

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova, CA. 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of December 1, 2004. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 16th of December 2014

A handwritten signature in black ink, appearing to read "Jon Wroten".

Jon Wroten, Chief

ORIG: Jackie Harris
Underwriting & Operations Manager
Monument Insurance Services
255 Great Valley Pkwy., Ste 200
Malvern, Pa 19355



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Quality Comp, Inc. is a Group Self-Insurance Program authorized by the Office of Self-Insurance Plans to provide workers' compensation to approved members. The Board of Directors of Quality Comp, Inc. has authorized the Program Administrator to waive rights of subrogation in certain instances.

This change in coverage, effective 12:01 AM January 1, 2015, forms part of the member's coverage in Self-Insurance Group No. 4515.

Issued to Conard House, Inc.

By Quality Comp, Inc.

The Program has the right to recover our payments from anyone liable for an injury covered by this employer. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this change shall be \$250.00.

Schedule

Person or Organization

City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall #430
1 Dr. Carlton B. Goodlett Place

Job Description

Contract to provide Mental
Health & Substance Abuse
Services

Countersigned by Samantha McCullough
Samantha McCullough, Program Administrator, Authorized Representative



FORM 3: CMD NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the CMD may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: *Richard Heasley*
Owner/Authorized Representative (Print) Richard Heasley
Name of Firm (Print) Conard House, Inc.
Title and Position Executive Director
Address, City, ZIP 1385 Mission Street, San Francisco
94103
Federal Employer Identification Number (FEIN): 94-1489356
Date: March 16, 2015

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **June 30, 2015**, in San Francisco, California, by and between **Conard House** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and update standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4151-09/10 and 4153-09/10 dated June 21, 2010;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated October 7, 2010 between Contractor and City, as amended by the:

First amendment	this amendment
------------------------	-----------------------

1b. Contract Monitoring Division. ~~Contract Monitoring Division.~~ Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 5. of the Agreement currently reads as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty Seven Million One Hundred Ninety Two Thousand One Hundred Ninety Seven Dollars (\$37,192,197)**.

The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty Seven Million Six Hundred Ninety Two Thousand One Hundred Ninety Seven Dollars (\$37,692,197)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

2b. Insurance. Section 15. is hereby replaced in its entirety to read as follows:

15. Insurance

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

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

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

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

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

5) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

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

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

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

i. Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C. Insurance.

2c. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section. Section 32. "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing

of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

2d. Sugar-Sweetened Beverage Prohibition. Section 58. is hereby replaced in its entirety to read as follows:

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

2e. Protected Health Information. Section 64. is hereby replaced in its entirety to read as follows:

64. Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

2f. No changes to Appendices A(Description of Services) & B (Budget).

2g. Delete Appendix D and replace in its entirety with Appendix D dated 6/30/15.

2h. Delete Appendix E and replace in its entirety with Appendix E dated 5/19/15.

2i. Add Appendix J dated 6/30/15.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

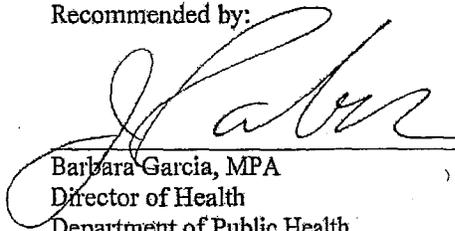
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

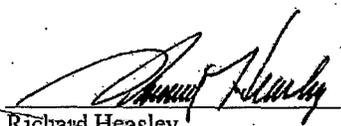
CITY

CONTRACTOR

Recommended by:

Conard House

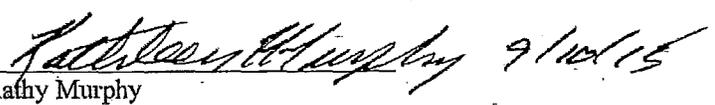

Barbara Garcia, MPA
Director of Health
Department of Public Health


Richard Heasley
Executive Director
1385 Mission Street, #200
San Francisco, CA 94103

City vendor number: 02448

Approved as to Form:

Dennis J. Herrera
City Attorney


Kathy Murphy
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration,
and Purchaser

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

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

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

CONTRACTOR agrees that within that fiscal year, this initial payment of \$647,801 shall be deducted from invoices for services delivered from December 2012 to April 2013 for the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1a & ab Outpatient Services

Appendix B-2 Rep Payee Services

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Fifty Four Million Four Hundred Seventy Four Thousand Seven Hundred Fifty Four Million Fifty Nine Thousand Nine Hundred Seventy Seven Dollars (\$54,059,977)** for the period of **July 1, 2010 through December 31, 2017**.

CONTRACTOR understands that, of this maximum dollar obligation, \$1,741,692 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2010 through December 31, 2010 (BPHM07000066)	\$3,567,392
January 1, 2011 through June 30, 2011	\$3,567,391
July 1, 2011 through June 30, 2012	\$6,584,492
July 1, 2012 through June 30, 2013	\$6,706,150
July 1, 2013 through June 30, 2014	\$6,809,090
July 1, 2014 through June 30, 2015	\$6,911,475
July 1, 2015 through June 30, 2016	\$7,084,262
July 1, 2016 through June 30, 2017	\$7,429,836
July 1, 2017 through December 31, 2017	\$3,628,525
July 1, 2010 through December 31, 2017	\$52,318,285
Contingency	\$1,741,692
G. Total:	\$54,059,977

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such

reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

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

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

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

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

**Appendix D
Additional Terms**

1. PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

- CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will:

- Create PHI
- Receive PHI
- Maintain PHI
- Transmit PHI and/or
- Access PHI

The Business Associate Agreement (BAA) in Appendix E is required. Please note that BAA requires attachments to be completed.

- CONTRACTOR will not have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is not required.

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.

Appendix E

This Business Associate Agreement (“Agreement”) supplements and is made a part of the contract or Memorandum of Understanding (“CONTRACT”) by and between the City and County of San Francisco, Covered Entity (“CE”) and Contractor, Business Associate (“BA”). To the extent that the terms of the Contract are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

In order to access SFDPH Systems, BA must have their employees/agents sign and retain in their files the *User Agreement for Confidentiality, Data Security and Electronic Signature* form located at <https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf>

During the term of this contract, the BA will be required to complete the *SFDPH Privacy, Data Security and Compliance Attestations* located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf> and the *Data Trading Partner Request [to Access SFDPH Systems]* located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the CONTRACT in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.
- D. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this Agreement to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the HIPAA Regulations.

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

1. Definitions.

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this Agreement, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
- h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. **Health Care Operations** means any of the following activities: i) conducting quality assessment and improvement activities; ii) reviewing the competence or qualifications of health care professionals; iii) underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits; iv) conducting or arranging for medical review, legal services, and auditing functions; v) business planning development; vi) business management and general administrative activities of the entity. This shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.
- l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

- m. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

- a. **Permitted Uses.** BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. k. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly

or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

- d. **Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

- h. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- l. **Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's

obligations under the Contract or this Agreement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the CONTRACT and this Agreement and shall provide grounds for immediate termination of the CONTRACT and this Agreement, any provision in the CONTRACT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the CONTRACT and this Agreement, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the CONTRACT and this Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
- d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

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

requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days.

Attachments (links)

- ***Privacy, Data Security, and Compliance Attestations*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf>
- ***Data Trading Partner Request to Access SFDPH Systems and Notice of Authorizer*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>
- ***User Agreement for Confidentiality, Data Security and Electronic Signature Form*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf>

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Office email: compliance.privacy@sfdph.org
Office telephone: 415-554-2787
Confidential Privacy Hotline (Toll-Free): 1-855-729-6040
Confidential Compliance Hotline: 415-642-5790

Appendix J

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.



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BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION

POLICY NUMBER: 2015-08163-NPO

Schedule AI

NAME OF INSURED: Conard House, Inc.*
*SEE SCHEDULE NI FOR FULL NAMED INSURED

Page 2

ADDITIONAL INSURED / LOSS PAYEE

Additional Insured - NIAC A1
City & County Of San Francisco Mayor's Office of Housing & Community Development
1 S. Van Ness Ave., 5th Floor
San Francisco, CA 94103
As respects vehicle(s): N/A

Additional Insured - NIAC A1
City & County Of San Francisco Mayor's Office of Housing & Community Development
One South Van Ness Ave., 5th Floor
San Francisco, CA 94103
As respects vehicle(s): N/A

Additional Insured - NIAC A1
City & County Of San Francisco Dept. of Public Health
Contract Office, 4th Floor
1380 Howard Street
San Francisco, CA 94103
As respects vehicle(s): N/A

Additional Insured - NIAC A1
City & County Of San Francisco Dept. of Public Health
Office of Contract Management
101 Grove Street, Room 307
San Francisco, CA 94102
As respects vehicle(s): N/A

Additional Insured - NIAC A1
City & County Of San Francisco, San Francisco Redevelopment Agency, Attn: Brooke Barber
One S. Van Ness Ave., 5th Floor
San Francisco, CA 94103
As respects vehicle(s): N/A

COUNTERSIGNED: 02/20/2015

BY

Handwritten signature of Pamela C. D.

(AUTHORIZED REPRESENTATIVE)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

City & County of San Francisco, Its Officers, Agents & Employees

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

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

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



CONAHOU-01 VPPGOSWAMI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0728293 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. 605 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME: PHONE (AG, No, Ext): (818) 539-2300 FAX (AG, No): (818) 539-2301 EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Conard House, Inc. 1385 Mission Street, Suite 230 San Francisco, CA 94103-2823	INSURER A: Quality Comp Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADULT/CHILD (INSR, WOOD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X 0160500713	01/01/2016	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks schedule, may be attached if more space is required)
Waiver of Subrogation for Workers Compensation policy applies in favor of Certificate Holder.

CERTIFICATE HOLDER City & County of San Francisco Office of Contract Admin Purchasing Div., City Hall, #430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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RE: Quality Comp, Inc. - Group Workers' Compensation Program

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California. The company is rated "A" Category "VII" by A.M. Best & Company (NAIC#16608).

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2015

Expiration: January 1, 2016

Please contact me if you should have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Harris".

Jacqueline Harris
Director of Underwriting

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

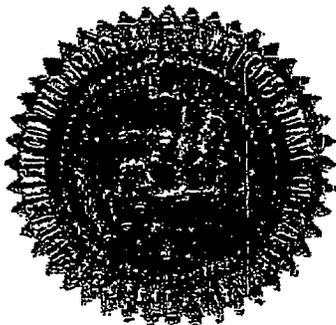
CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



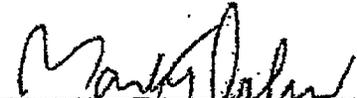
EFFECTIVE:

THE 1st DAY OF December 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


JOHN M. REA

DIRECTOR


MARK T. JOHNSON

MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

NUMBER: 4515 - 0050

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Conard House, Inc.

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master CertificateHolder)

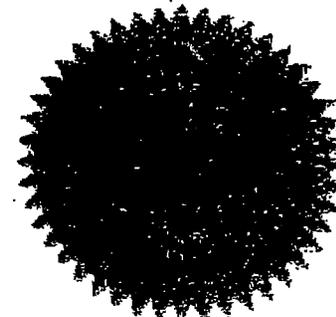
STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE: July 1, 2013

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Jon Wroten, Chief

Christine Baker, Director

*Revocation of Certificate:—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

3101

STATE OF CALIFORNIA

Edmund G. Brown Jr., Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova, CA, 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of December 1, 2004. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 16th of December 2014

A handwritten signature in black ink, appearing to read "Jon Wroten".

Jon Wroten, Chief

ORIG: Jackie Harris
Underwriting & Operations Manager
Monument Insurance Services
255 Great Valley Pkwy., Ste 200
Malvern, Pa 19355



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Quality Comp, Inc. is a Group Self-Insurance Program authorized by the Office of Self-Insurance Plans to provide workers' compensation to approved members. The Board of Directors of Quality Comp, Inc. has authorized the Program Administrator to waive rights of subrogation in certain instances.

This change in coverage, effective 12:01 AM January 1, 2015, forms part of the member's coverage in Self-Insurance Group No. 4515.

Issued to Conard House, Inc.

By Quality Comp, Inc.

The Program has the right to recover our payments from anyone liable for an injury covered by this employer. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this change shall be \$250.00.

Schedule

Person or Organization

City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall #430
1 Dr. Carlton B. Goodlett Place

Job Description

Contract to provide Mental
Health & Substance Abuse
Services

Countersigned by *Samantha McCullough*
Samantha McCullough, Program Administrator, Authorized Representative



FORM 3: CMD NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the CMD may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Richard Heasley

Owner/Authorized Representative (Print) _____

Richard Heasley

Name of Firm (Print) _____

Conard House, Inc.

Title and Position _____

Executive Director

Address, City, ZIP _____

*1385 Mission Street, San Francisco
94103*

Federal Employer Identification Number (FEIN): _____

94-1489356

Date: _____

March 16, 2015

**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

Conard House

This Agreement is made this 7th day of October, 2010, in the City and County of San Francisco, State of California, by and between: Conard House, 1385 Mission Street, #200, San Francisco, CA 94103, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Public Health, Community Behavioral Health Services, ("Department") wishes to provide services for Mental Health and Substance Abuse Programs.

WHEREAS, Request for Proposal (RFP23-2009) was issued on July 31, 2009, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

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

Now, THEREFORE, the parties agree as follows:

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

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

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

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.
4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.
5. **Compensation.** Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Department of Public Health**, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty-Seven Million One Hundred Ninety-Two Thousand One Hundred Ninety-Seven Dollars (\$37,192,197)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.
6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number and must conform to Appendix F. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."
8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
9. **Disallowance.** If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the

amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

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

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

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

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

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

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

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

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

14. Independent Contractor; Payment of Taxes and Other Expenses

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

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

15. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- | | |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy, |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |
- And, item 1 of Appendix D attached to this Agreement

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

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

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

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

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

21. Termination for Convenience

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

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

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

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

3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Proprietary or Confidential Information of City

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

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

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

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

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

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

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

And: Stephen Banuelos
1380 Howard Street, 2th Floor FAX: (415) 255-3567
San Francisco, Ca 94103 e-mail: Stephen.Banuelos@sfdph.org

To CONTRACTOR: Richard Heasley
Conard House FAX: (415) 864-7833
San Francisco, CA 94103 e-mail: Rheasley@conard.org

Any notice of default must be sent by registered mail.

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

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

City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

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

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

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

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

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

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

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

32. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. Compliance and Enforcement

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

sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

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

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

34. Nondiscrimination; Penalties

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

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

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

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

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

against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

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

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

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

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

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

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

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

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction

applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program

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

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

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into

consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

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

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

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

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

6) Set the term of the requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1445

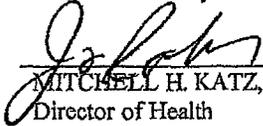
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Conard House


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

10-21-10
Date

Approved as to Form:

Dennis J. Herrera
City Attorney

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

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

By:


Terence Howzell, Deputy
City Attorney

10/26/10
Date


Richard Heasley
Executive Director
1385 Mission Street, #200
San Francisco, CA 94103

10/21/2010
Date

Approved:


Nadmi Kelly
Director of the Office of
Contract Administration and
Purchaser

12/17/10
Date

City vendor number: 02448

Appendices

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

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Appendix A

COMMUNITY BEHAVIORAL HEALTH SERVICES

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

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

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

E. Adequate Resources:

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

F. Admission Policy:

Admission policies for the SERVICES shall be in writing and available to the public. Such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status, except to the extent that the SERVICES are to be rendered to a specific population as described in Appendix A. CONTRACTOR shall adhere to Title XIX of the Social Security Act and shall conform to all applicable Federal and State statutes and regulations. CONTRACTOR shall ensure that all clients will receive the same level of care regardless of client status or source of reimbursement when SERVICES are to be rendered.

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

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

L. Billing and Information System

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

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

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

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

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

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

S. Working Trial Balance with Year-End Cost Report

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

T. Harm Reduction

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

2. Description of Services

Detailed description of services are listed below and are attached hereto

- Appendix A-1 Jackson St. Residential Treatment
- Appendix A-2.1 Supportive Housing (Outpatient)
- Appendix A-2.2 Supportive Housing (Non-Outpatient)
- Appendix A-3 Rep Payee

Appendix A-1
JACKSON STREET RESIDENTIAL TREATMENT
7/1/2010 – 7/31/2010
(One-month Phase-Out)

1. PROGRAM IDENTIFICATION

Provider: Conard House, Inc., a non-profit corporation. Provider No. 3862

Program Name: Jackson Street Residential Treatment Reporting Unit: 38621

Address: 2441 Jackson Street
San Francisco, CA 94115

Phone: (415) 346-6380

Fax: (415) 346-1058

2. NATURE OF DOCUMENT

New Renewal Modification

3. GOAL STATEMENT

During July 2010, the goals are to provide and phase out residential treatment services for adults meeting the CBHS criteria for medical necessity for residential treatment, to reduce the number and the duration of hospital inpatient days, to cooperate with the DPH placement team in placing clients into and discharging out of Jackson Street Residential Treatment (JSRP) and, when indicated, our Asian Residential Services, an internal residential treatment program for monolingual Asian clients.

4. TARGET POPULATION

The Target Population for Jackson Street Residential Treatment is adult residents of San Francisco, ages 18-59, with chronic psychiatric disabilities who meet CBHS criteria for Medical Necessity for residential treatment, including monolingual Asian clients who are served by Asian Residential Services, an internal component of Jackson Street Residential Treatment. If someone is over 59, we can and will admit the person if the person can mix with the general population without a Community Care Licensing waiver.

5. MODALITIES / INTERVENTIONS

The primary CRDC mode of service is Short-Doyle Medi-Cal Mode 05-65 Adult Residential Treatment Services (24-hour). However, this service will be billed as Cost Reimbursement for this Provider.

For administrative purposes only, the deliverable but non-billable Unit of Service for Adult Residential Treatment Service is a Resident Day, defined as rehabilitation services provided in a non-institutional, residential setting, which provide a therapeutic community including a range of activities and services for clients who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week. Services may include assessment, plan development, individual counseling, group counseling, milieu therapy, medication monitoring, psychosocial case management, and crisis intervention. By definition, there cannot be more than one Mode 5-65 unit per client per 24-hour day.

A secondary CRDC mode of service and Service Function is Mode 60-40 Support Services-Room & Board.

One administrative Unit of Service is generated per Resident Day described above. The purpose of this secondary mode is to breakout certain room and board costs paid for by room and board fees charged to clients.

For the Phase-Out period, administrative Units of Service are based on a census of 11 on July 1, 2010 reducing to zero by July 31, 2010.

Under CRDC Modes 05-65 and 60-40, Jackson Street Residential Treatment will deliver 250 Resident Days between July 1, 2010 and July 31, 2010. The unduplicated number of clients in FY09 will be 11.

METHODOLOGY

A. Outreach, recruitment, promotion, and advertisement:

Conard House Jackson Street Residential Program conducts outreach by organizing tours for other CBHS agencies' staff and trainees and other community providers who are interested in our program. We also have staff giving presentations of our program to other CBHS agencies. We recruit new staff largely from applicants responding to position availability notices distributed to all Conard House sites, other CBHS agencies, graduate schools, newspapers, and our web site. Promotion to management positions is primarily made from within the agency. We distribute an agency brochure and program description upon request.

B. Admission Criteria and Process:

The program takes referrals through the DPH Placement Team of adult men and women from locked facilities, inpatient units, acute diversion units, jail aftercare, outpatient clinics, and drug treatment programs. Applicants must be interviewed by

one of the intake staff before admission decisions are made. Applicants must meet CBHS medical necessity criteria for residential treatment. Applicants must be willing to engage in a structured activity five days a week, but this does not necessarily have to be in place at time of admission. Applicants are asked to participate in setting attainable treatment goals. Client's lack of Medi-Cal as a funding source will not be used as a criteria for refusal for service.

Involuntary admissions are excluded. Those applicants with an acute suicidal, homicidal, or violent crisis are excluded but would be referred to a more acute level of care. However, such cases will be assessed individually. Factors such as demonstrated impulse control and motivation may indicate inclusion for a suicidal individual.

The program will notify the referral source of any client excluded from admission or any client who refuses admission.

C. Service Delivery Model:

The program is based on a psycho-social rehabilitation model, offering a therapeutic community providing a range of activities and services for clients who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The rehabilitative services are provided in a non-institutional, residential setting. Emphases are on improving clients' socialization and independent living skills, teaching clients skills to improve and or maintain mental and physical health, monitoring clients' substance use, making housing referrals, and linking clients to needed services when necessary.

Services include: individual counseling, group counseling, psychosocial case management, crisis intervention, and medication monitoring.

Jackson Street Residential Program provides twenty-four hour residential treatment services seven days a week. Program staff and DPH Placement Team determine the length of stay, which is usually 90 days. Services are delivered at the 2441 Jackson Street location, although clients may be involved in off-site activities, such as outside day treatment/treatment groups, self help recovery meetings (e.g., AA, NA), volunteer work, school, vocational training program, paid employment.

D. Exit Criteria and Process:

Resident's goals and treatment plans are reviewed by staff at least weekly, and the issue of discharge is raised by staff when it appears that the resident has made significant progress and no longer needs the level of structure, support and management that the program provides. Clients who successfully complete the program may move to cooperative apartments, support service hotels, residential care facilities, private hotels or other accommodations (e.g., family home). Clients'

services at the program are terminated once they are discharged from the program. Discharge decisions are made in collaboration with the DPH Placement Team, the client, and the client's treaters, (e.g., case manager, conservator, psychiatrist, and therapist). Case conferences for discharge planning may be held with program staff, the client, and the client's other treatment providers.

Staff will notify the case manager, conservator (if conserved) of proposed discharged or service termination prior to such action in order to allow for collaborative problem solving and/or disposition planning. In rare instances when the service provider is unable due to circumstances to notify the case manager and conservator prior to such discharge or termination, the service-provider shall notify the case manager and conservator within 24 hours or the next workday.

Clients who meet the criteria for hospitalization will be hospitalized, either voluntarily or involuntarily depending on the circumstances.

Clients may also be placed in an acute diversion unit for stabilization, if necessary and space is available.

E. Program Staffing:

During the Phase-Out period, Wendi Wachsmuth, MS, was the Program Director of JSRP. She supervised ten on-site staff (10.69 FTE's) required for Community Care Licensing and State Department of Mental Health for 24-hour residential treatment. She was supervised by Louise Foo, Ph.D. the Conard Director of Clinical Services who also supervised three pre-doctoral psychology trainees working at the program 16 hours a week.

The Coordinator of the Asian Residential Services coordinated activities and provided translation for monolingual Cantonese clients. The JSRP Program Director, the JSRP Clinical Coordinator, and the Coordinator of Asian residential Services also conducted intakes for clients applying for admission.

All staff and trainees were responsible for the different mental health services that the program provides: individual counseling, group counseling, psychosocial case management, crisis intervention, and medication monitoring. Collectively, the staff provided residential treatment services to both English-speaking and Asian-language-speaking clients.

The program had seven line-staff Counselors who staff a different overnight each week. On Mondays to Fridays on duty staff include: an Officer of the Day (OD – the overnight staff), a Double Coverage staff (day shift staff), the Program Director, the Clinical Coordinator, and the Coordinator of Asian Residential Services. On Saturdays and Sundays we had the OD and the Double Coverage staff who were on duty. If the Program Director, the Clinical Coordinator, and/or the Coordinator of

Asian Residential Services were not on site, they were on-call for staff to contact them for consultation.

6. OBJECTIVES AND MEASUREMENTS

PERFORMANCE OBJECTIVES FY2010-11

Applicable to: Adult Mental Health Transitional Residential Treatment Programs (TRTP) per CBHS Performance Objectives – Update FY2010-11 [FINAL: 6-29-10]

Objective A.1: Reduce Psychiatric Symptoms

- A.1.c Of those clients who have been in the program for a continuous 60 days or more, 50% will have had at least one outpatient (mode 15) service from a different provider during their TRTP stay or within 3 days of their TRTP discharge date.**

Client Inclusion Criteria:

All clients discharged from the TRTP between July 1, 2010 and July 31, 2010, and have been in the program for a continuous 60 days. Contractor will maintain a log of clients unable to meet this objective for possible exclusion.

Data Source:

CBHS AVATAR System if available - CBHS will compute.

Program Review Measurement:

Objective will be evaluated based on an one month period from July 1, 2010 to July 31, 2010.

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

Client Inclusion Criteria:

All clients discharged from the TRTP between July 1, 2010 and July 31, 2010, and have been in the program for a continuous 60 days. Contractor will maintain a log of clients unable to meet this objective for possible exclusion.

Data Source:

CBHS will compute if data available in AVATAR.

Program Review Measurement:

Objective will be evaluated based on the one-month Phase-Out period from July 1, 2010 to July 31, 2010.

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

Inclusion Criteria: ANSA certification will be obtained for only those clinicians continuing employment after the Phase-Out period.

Data Source: CBHS Credentialing

Program Review Measurement:

Objective will be evaluated based on the one-month Phase-Out period from July 1, 2010 to July 31, 2010.

Objective B.2: Treatment Access and Retention

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

Client Inclusion Criteria:

All clients in the TRTP between July 1, 2010 and July 31, 2010, and have been in the program for a continuous 60 days. Contractor will maintain a log of clients unable to meet this objective for possible exclusion.

Data Source:

CBHS AVATAR System - CBHS will compute.

Program Review Measurement:

Objective will be evaluated based on the one-month Phase-Out period from July 1, 2010 to July 31, 2010.

Objective C.2: Client Outcomes Data Collection

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

Client Inclusion Criteria:

All clients in the TRTP between July 1, 2010 and July 31, 2010. Contractor will maintain a log of clients unable to meet this objective for possible exclusion.

Data Source:

CBHS AVATAR System - CBHS will compute.

Program Review Measurement:

Objective will be evaluated based on the one-month Phase-Out period from July 1, 2010 to July 31, 2010.

Objective F.1: Health Disparity in African Americans

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

CBHS will initiate efforts to identify and treat the health issues facing African American residents of San Francisco. The efforts will take two approaches: 1) Immediate identification of possible health problems for all current African American clients and new clients as they enter the system of care; 2) Enhance welcoming and engagement of African American clients. Interventions to address health issues:

- F.1.a Metabolic and health screening. 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.**

For all above:

Client Inclusion Criteria:

All clients in the TRTP between July 1, 2010 and July 31, 2010. Contractor will maintain a log of clients unable to meet this objective for possible exclusion.

Data Source:

CBHS AVATAR System - CBHS will compute.

Program Review Measurement:

Objective will be evaluated based on the one-month Phase-Out period from July 1, 2010 to July 31, 2010.

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.

For all above:

Data Source:

Self-report.

Program Review Measurement:

Objective will be evaluated based on the one-month Phase-Out period from July 1, 2010 to July 31, 2010.

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

Not applicable – program phased out July 31, 2010.

PRODUCTIVITY OBJECTIVES FY2010-11

All providers of Behavioral Health Services will be encouraged to meet quarterly with their CBHS program managers to evaluate progress toward meeting the following set of continuous quality improvement, productivity, and service access objectives. Other objectives may be added if mutually agreed to by the providers and their CBHS program managers. These objectives will be evaluated based on a summary of quarterly meetings held by March 2011. Providers are encouraged to continue quarterly meetings through the end of FY 2010-11 and thereafter.

Objective X.1. Program Productivity

X.1.a During the Phase-Out period of July in Fiscal Year 2010-11, 250 residential days/units of service (UOS) will be provided consisting of treatment, prevention, or ancillary services as specified in the unit of service definition for each modality and as measured by AVATAR or documented by counselors' case notes and program records.

Date Source:

CBHS AVATAR or program records. For programs not entering data into AVATAR, CBHS will compute or collect documentation.

Program Review Measurement:

Objective will be evaluated quarterly during the one month period from July 1, 2010 to July 31, 2010. Only the summaries from the two first quarterly meetings held by March 2011 will be included in the program review.

X.1.b During the Phase-Out period of July in Fiscal Year 2010-11, the program will be responsible for securing eleven (11) discharge placements for each person in residence on July 1 and implementing discharge plans to assure continuity of care following the Phase-Out period.

Date Source:

CBHS AVATAR or program records. For programs not entering data into AVARTAR, CBHS will compute or collect documentation.

Program Review Measurement:

Objective will be evaluated following the the one month period from July 1, 2010 to July 31, 2010.

7. CONTINUOUS QUALITY IMPROVEMENT (CQI)

A. Specific CQI Activities:

At the time of admission, an assessment is made by the clinical staff of the time and tasks required to return the resident to a stable and maintainable situation are determined. This typically includes establishing a secure source of income and an appropriate living situation. These assessments are reviewed in staff meetings and/or consultation with the JSRP Program Director.

To manage the length of stay at the transitional level, each resident is reviewed and a specific time frame is established for the treatment goals remaining. This decision is closely coordinated with the resident's outside care manager and other treatment providers, including psychiatrists, the placement team, and the resident. Other staff members, including the resident's counselor and the Program Director, participate in these decisions.

On a regularly schedule basis, each clinician must present a case of his/her choice from their caseload for review by their peers. Constructive criticism is given to the presenter on the conceptualization and implementation of the resident's treatment plan. In addition, each counselor receives individual supervision from the Program Director and participates in a weekly "supervision" group with other counselors facilitated by the Program Director.

B. Guarantee of Compliance:

Conard House, Inc. and its Jackson Street Residential Treatment Program agree to abide by the most current State approved Quality Management Plan including, but not limited to, a guarantee of compliance with Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

Community Care Licensing licenses this program as a Social Rehabilitation Facility. Director of Clinical Services, Louise Foo, Ph.D., is responsible for all matters pertaining to CCL licensure. CCL performs unannounced site inspections annually.

The State Department of Mental Health licenses the program as a Transitional Residential Treatment Program and certifies the program for Short-Doyle Medi-Cal services. Clinical Services Director Louise Foo, Ph.D., is responsible for all matters pertaining to DMH licensure and certification. DMH performs unannounced site inspections annually:

Clinical Programs Director Louise Foo, Ph.D. is responsible for HIPAA compliance for Conard House, Inc. The JSRP Program Director, is responsible for HIPAA compliance within this program, and is accountable to Dr. Foo.

The Management Team, under the direction of Executive Director Richard Heasley, M.P.A., is responsible for Cultural Competency for Conard House, Inc. Director of Clinical Services, Dr. Foo and Director of Supportive Housing and Community Services, Seth Katzman, M.A.,M.P.H., share the responsibility for organizing organization-wide Cultural Competency trainings. Administrative Director Carol Kossler, M.N.A. is responsible for organizing agency demographic data and compiling the annual Cultural Competency Report for the organization. Director Foo is responsible for planning and implementing Cultural Competency activities unique to this program.

The JSRT Program Director is responsible for promoting client responses to the Client Satisfaction Survey. Tom Genelli, Ph.D., Director of Clinical Training is responsible for Training and Staff Development.

Appendix A-2 Plaza Addendum

Program Name: Plaza Apartments

988 Howard Street
San Francisco, CA 94103
Telephone: (415) 975-0908
Facsimile: (415) 975-9932

1. Nature of Document (check one)

New **Renewal** **Modification**

2. Goal Statement

The goal of the Plaza Apartments is to assist residents in improving their health and overall well being and in establishing and maintaining long-term housing.

3. Target Population

The target population is chronically homeless residents of the City and County of San Francisco, who are struggling with at least one of these specific, disabling conditions: mental illness, HIV/AIDS, substance abuse, physical disabilities, limited experience living independently, and extended periods of chronic homelessness due to limited affordable housing for very low-income single adults. All clients must be at least 18 years of age and will include lesbian, bisexual, transgender individuals, gay men and people of color.

With respect to inclusion in the program, priority will be given to residents of San Francisco who are extremely low income and uninsured. Secondary consideration will be given to residents of San Francisco who are very low income and underinsured. Third priority will be given to low-income persons and underinsured. Income criteria are defined by the U.S. Department of Housing and Urban Development. CARE funds will be used for services that are not reimbursed by any other source of revenue.

4. Modality(ies)/Interventions

The Units of Service (UOS) in this contract are defined and documented as Supportive Housing Days. **The UOS include DAH clients as well as non-DAH tenants who returned or entered on certificates.** The total number of supportive housing days is based on 106-room static capacity, a 365-day year and a 10% vacancy rate due to turnover and move-in time. A Supportive Housing Day includes supportive services and case management by Conard House support services staff. These services include individual and group counseling, community building and tenant organizing, case management, money management, providing referrals and follow up to primary care, benefits counseling and client advocacy, substance abuse and psychiatric treatment,

meal programs and all other case management functions. It also includes close collaboration with the on-site property management provider, and the HUH Primary Care clinic staff.

The unduplicated client count (UDC) in this contract is defined as the number of DAH and non-DAH clients served in the year.

For both UOS and UDC, the number of clients is based on the number of occupied rooms, regardless of the number of occupants.

<i>Unit of Service Description</i>	<i>Units of Service (UOS)</i>	<i>Number of Clients</i>	<i>Unduplicated Clients (UDC)</i>
Supportive Housing Days FY11 Operations 7/1/10- 6/30/11 106 Units x 365 days – 10% Vacancy Loss = (The UOS combine DAH clients as well as non-DAH tenants who returned or entered on certificates.)	34,821	106	
Unduplicated Clients:			122
Total Units of Service:	34,821		
Total Unduplicated Clients:			122*

*106 clients + 15% turn-over = 122 UDC

5. Methodology

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

The Plaza Apartments is a Direct Access to Housing (DAH) site; a program sponsored and administered by the Department of Public Health (DPH), Division of Housing and Urban Health (HUH). The DAH program includes the Plaza Apartments and several other housing sites. The purpose of the DAH is to support

homeless and formerly homeless persons in receiving and maintaining housing, stabilizing their lives, and obtaining needed skills and resources to improve their quality of life. This project is unique because it brings together a variety of accomplished service providers into a collaboration to provide a service-enriched environment. The services at the Plaza Apartments are provided by collaboration between Conard House Support Services, John Stewart Company, and the Public Initiatives Development Corporation (PIDC).

Oversight and Administration:

The Conard Supportive Services contract is funded through the General Fund, with contract dollars administered by SFDPH Community Behavioral Health Services, Conard House, Inc. coordinates the collaboration with the other providers. Additionally, Conard House provides support for this program's success through access to other Conard House programs, such as its money management program. 3rd party rent payment is a requirement of the DAH program, and Conard Support Services provides this money management as a part of the support services contract for tenants of the Plaza Apartments who do not already have another payee/ money manager.

Property Management:

The John Stewart Company will be providing the property management services at the Plaza Apartments through a separate contract with PIDC. The contract is funded through SFDPH - Housing and Urban Health. The services will include, but are not limited to requesting and reviewing applications, scheduling and interviewing prospective tenants, connecting and following up with third-party rent payment services, offering housing, and being responsible for annual income certification, rent collection, enforcement of lease, building security, record keeping (including property management tenant files), fiscal management, building cleaning/maintenance/repair and desk clerk staffing. The property management staff will collaborate with the service team under the direction of the property administrator. The Conard House Senior Program Director and the John Stewart Property Manager will meet regularly to discuss tenant stability, staff collaboration and the Plaza Community development.

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

Application Process:

DPH-HUH administers the allocation and application process for the DAH sites. For the Plaza Apartments DPH has approved the following application agencies, known as DAH Access Points:

Returning Former Residents	20 Units
Department of Human Services	10 units
Physical Health Access (DPH)	11 units

Intensive Case Management (UCSF)	15 units
Community Program Placement (Includes CBHS and contracted CBOs)	50 units

Upon request by HUH, the access points, send applications to the HUH office for initial screening. HUH reviews the applications for eligibility and completeness and forwards them to the Plaza Senior Program Director and the John Stewart Property Manager, who will coordinate the interviewing, follow up and move-in schedules and keep track of up-coming unit turnover and vacancies. The John Stewart Property Manager requests the appropriate applications from HUH to maintain the mix of units described above. HUH also tracks this information and notifies community providers of vacancies to insure rapid filling of vacant units.

Intake:

Property management and support services staff interview applicants separately. The decision whether to house an applicant rests with the collaborative process of support service and property management teams. After interviews are completed and documentation is collected and reviewed, a decision is made by the managers of these teams or their designees. All parties follow non-discriminatory practices and all applicants are considered impartially and solely based on information related to tenancy issues.

Rent and Rent Subsidies:

Once applicants are accepted to the Plaza Apartments, they are eligible for a DAH rental subsidy connected to the unit. Per the DPH contract with PIDC, the unit rent is based on the Fair Market Rent (FMR) as established by HUD. The tenants' contribution to the rent is 50% of their income and the DAH program substitutes the rest of the rent. DAH tenants are eligible for rent subsidies at the Plaza as long as they do not break the DAH program rules and as long as they do not exceed a certain level of income as specified in the DAH policies and procedures.

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

Support Services:

The support services team participates in interviewing prospective tenants and in developing engagement strategies in order to meet each person as he/she moves in. Service delivery and program development is based on a client-centered, case

management approach designed to address the array of psycho-social and practical issues associated with the high-risk, often multiply disabled and chronically homeless population served by supportive housing. Services are flexible and tenant-driven. Service participation is voluntary, but will be encouraged by staff through a multiplicity of approaches.

The on-site support services team consists of a Senior Program Director, who is the team leader for the entire services team, as well as one Senior Case Manager and five Case Managers. The case managers have a high level of skill, education, and experience with treatment issues including dual/multi diagnosis, crisis intervention, counseling, substance abuse treatment, etc. The Director of Supportive Housing and Community Services and the Associate Director supervise the Support Services Program Director and provide additional support to the on-site staff. DPH-HUH brings to the collaboration all services offered at the HUH primary care clinic, a psychiatrist, nurse practitioner, and a registered nurse from the HUH primary care clinic.

The collaborative approach of the program maximizes the quality and effectiveness of the services in various ways. Conard House brings administrative and community-building resources, clinical and mental health expertise, and substantial experience providing specialty services to multi-diagnosed individuals in San Francisco. The agency enriches the team at the apartments with expertise, supervision, resources and back up.

The Conard support services staff has developed a variety of service options and opportunities to interest and engage tenants, many of whom have had difficulty getting and maintaining services in the past; even losing services due to missed appointments, recurring crises, relapse, acute mental health symptoms, etc. These tenants may be slow to trust staff and one-to-one engagement may begin simply with the use of a telephone, help with the move into the building, or with needed food or clothes. The initial task for the team is to demonstrate the availability, nature, usefulness (from the tenant perspective), and reliability of the services offered.

- **Voluntary Services:** It is a considerable challenge to provide truly voluntary services to tenants who have substantial service needs. Experience has shown that being too aggressive in the delivery of services is often counterproductive and, in fact, may create a situation where the individuals needing help are frightened away. For the same reason, being diligent, consistent, and reliable in providing truly useful services is important in forming relationships with the tenants and sustaining the engagement process. Conard House staff develop a plan for engagement and services for every DAH tenant to help with the engagement and service provision process.

- **Outside Service Providers:** The Conard House support services team works closely with many service providers from various mental health clinics, veterans' organizations, and other service agencies. Tenants may have primary psychiatric and health providers from these agencies. The service team's role is to support the existing linkages that tenants may have and help them establish new ones as needed, fill in the gaps and support the community. It is not the intention nor within the capacity of these residential apartments to provide all of the tenants' service needs in-house.
- **Use of Alcohol and Drugs:** Tenants may experience problems generated by the use of alcohol and drugs. Opportunities for intervention and/or discussion arise in ordinary conversations and especially when tenants experience a health crisis, are seeking employment, or are experiencing other difficulties. A staff person may assist the tenant in seeing how substance use may be an obstacle to achieving the goals he or she may have set. Staff will link tenants with treatment programs and assist with the intake process, upon tenant requests. However, staff also utilizes harm reduction strategies to assist tenants with budgeting money for rent, safe use, managing/controlling use, eliminating use, etc.
- **Staff Hours:** Case Managers will be available from 9 AM to 7 PM five days a week; the Senior Program Director will be on call after hours.
After Hours Emergency Back-up is coordinated by the Senior Program Director and includes the ability to reach management by pager or phone. John Stewart and Conard House will develop and implement policies and procedures pertaining to emergency back-up and will train staff.
- **Assessment and Service Plans:** Assessment and individualized Plan of Care development is an ongoing process. Assessment information is used to develop individual housing and Plans of Care for tenants who are actively participating in services on an ongoing basis. Developed jointly by the client and the Case Manager and/or other members of the support services team, housing and Plans of Care outline personal goals, which may include stabilization of psychiatric symptoms or substance use problems, health related issues, independent living objectives, and other needs. Staff will work with tenants to link them to on-site as well as off-site and community based services. The emphasis for most housing and service plans is to identify those issues that have previously interfered with the maintenance of housing and to work with the tenants to alleviate those issues or address them in manner that does not place the tenant at risk for losing his/her housing. The case manager encourages the participant to evaluate the progress, as well as to establish ongoing usefulness of the goals and to support/review any new goals or individual service objectives. The plans are reviewed on an annual basis.
- **Financial Resources:** The support services team helps tenant's access entitlement benefits such as General Assistance, Food Stamps, SSI, and/or Social Security, and financial management services such as money management and representative payee services. If a tenant wants to work with a different agency, the team will

facilitate referrals to the appropriate service providers. The service staff offers help and support with budgeting as needed.

- **Cultural Competency:** All collaborators on this project make efforts to recruit representatives from the populations of those being served within the specific hotels and apartments and to create/maintain diversity on the staff. Tenants are involved in service and event planning to support a high level of cultural and ethnic sensitivity and appropriateness in service delivery. Staff attends training sessions as needed to maintain and improve efficacy in this area. Conard House is in compliance with all Cultural Competency requirements of DPH.
- **Tenant Satisfaction:** The team conducts an official consumer satisfaction survey at least annually. Consumer feedback is compiled, analyzed and addressed and the results are made available to consumers and staff for information and input. Since this is a large and intensive project, Conard and the Plaza collaboration will evaluate frequently the effectiveness of the project, the development and stability of the community and individual tenants as well as usefulness of and satisfaction with services offered.
- **Tenant Files:** Confidential tenant files kept by support service staff on all tenants reflect attempts at engagement, service assessment and planning, entry and exit from the hotel and other details of service provision. Staff follows appropriate protocols for confidentiality and utilizes written informed consents from tenants for sharing information as necessary. Tenants will be asked to sign a release of information at the time of engagement in services that allows Conard House and John Stewart Company to share limited information. Tenants will be advised of their right to decline to sign the release of information. In addition, tenants are informed of and provided a copy of the HIPAA privacy notice. A copy of the signed HIPAA notification will be in every tenant's support services file. The HIPAA notice allows agencies covered by the notice to share information to coordinate services as appropriately needed.
- **Third Party Rent Payment:**
Applicants are advised by the referring agency, in the application and during the interview process, that one of the basic DAH program requirements is third party direct rent payment. No applicant is accepted for tenancy without evidence of direct third party rent payment in place and no lease can be signed without written documentation to that effect. Third party rent payment can be in the form of a payee or voluntary money management through a community service provider. Conard House makes this service available to tenants who do not have it arranged in other ways. Property management will advise the Services team should there be any problems with the third party rent payment commitment. Support services and property management will collaborate with the tenant and the other service providers in resolving any rent payment issues. Tenants will lose their DAH rental subsidy if they discontinue third party rent payment. Conard house will also offer money management services for existing tenants who return to the building and may be at risk of housing loss due to money management issues.

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

The Plaza Apartments is permanent housing. If it is determined that a tenant needs to transition to a different level of care or would like to move to other housing of his or her own choice, the support services staff works closely with outside providers and the tenant to refer them to an appropriate program. The staff also works with the tenant to find other, non-subsidized housing at the tenant's request. The support services staff meets with the tenant to develop an appropriate discharge plan that includes filling out applications, transferring benefits, transferring medical or mental health services and procuring needed items (such as furniture or other household items) to make the transition as smooth as possible. Conard House support services does not provide aftercare once the tenant has transitioned out of the Plaza Apartments.

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

The on-site support services team consists of a Senior Program Director, who is the team leader for the entire services team, as well as one Senior Case Manager and five Case Managers. The case managers have a high level of skill/education/experience with mental health issues including dual/multi-diagnosis, crisis intervention, counseling, substance abuse treatment, etc. All staff is involved in all aspects of the service development and delivery.

6. Objectives and Measurements

A. Individualized Performance and Outcome Objectives

1. By June 30, 2011, 80% of tenants will maintain their housing for more than one year as demonstrated by documentation in progress notes addressing their Plan of Care goals.

Evaluation: Documentation is kept in progress notes that the tenant's assigned case manager writes at least monthly. The site manager compiles this data into a summary report about housing retention; the report is available at the site and as requested for submission for DPH.

2. By June 30, 2011, 90% of situations (including non-violent behaviors, rent payment issues, notices to remedy or quit) that could have resulted in eviction will be resolved without loss of housing for tenant as demonstrated through written remedy plans or

stipulated agreements and documented in individual progress notes.

Evaluation: Program records and client case files are kept about situations that could have led to eviction. Case management staff, in conjunction with property management staff, will assist all tenants whose housing is at risk in developing a plan or stipulation to remain at the Plaza Apartments. Tenants who cannot adhere to such a plan will be referred to another housing situation or a different level of care to avoid return to homelessness. Resolutions and referrals will be documented in the tenant's individual progress notes.

3. By June 30, 2011, at least 90% of tenants that leave the housing for reasons other than death, violent behavior or reported missing, will obtain unsubsidized housing, other supportive housing, move in with family or friends, or be placed in a higher level of care where their special needs can be better addressed.

Evaluation: Records of individual outcomes of tenants who leave the housing will be kept in client records. Site manager will compile and review discharge data and will include information in a report to DPH as needed/requested.

4. By June 30, 2011, 75% of responding tenants will express satisfaction with support services on the Client Satisfaction Survey. Conard House conducts an annual, on-site client satisfaction survey. The results are compiled and analyzed by the Site Manager, who submits a summary of the survey results and the actions taken to resolve any stated client concerns to the Program Manager as requested. Records of client satisfaction survey, analysis and changes implemented as a result of the survey are also kept at the site.

B. Other Measurable Objectives

1. By June 30, 2011, Conard House Support Services staff will establish an individual housing and service plan as part of their overall Plan of Care with all tenants. The Plan of Care will be completed the same day as the Opening Episode per the CBHS requirement, usually, but not necessarily, the first day of move-in. The Plan of Care will be revised if necessary at 60 days and thereafter will be updated annually. This plan will emphasize goals and action plans regarding stabilizing housing, health and benefits.

Evaluation: 100% of the tenants are assessed before they move into the Plaza Apartments to determine their psychosocial and medical needs. At

the Opening Episode, the Case Manager meets with the tenant individually and completes an individualized Plan of Care that addresses their mental health, behavioral, housing, physical health, social, language, hospitalization and other basic needs. After 30 days, but before 60 days of their tenancy, the Plan of Care may be revised, if necessary. These plans are updated annually and are documented in the individual progress notes.

2. By June 30, 2011, Conard House Support Services staff will offer at least 8 activities, 1 Tenant Council meeting and 1 Community Meeting each month, resulting in 10 activities overall.

Evaluation: At least two activities a week are provided for the tenants. These generally include the Food Bank, movie night and game night. The Community Meeting is held the last Wednesday of the month. Tenant Council meets monthly or on an as needed basis. Records of activities provided and tenant involvement in these activities are kept at the site.

3. By June 30, 2011, Conard House Support Services staff will outreach to each tenant in the building at least two times a month and will be documented in individual progress notes.

Evaluation: Conard House staff does outreach to each tenant in the building at least twice a month. This is documented in the individual progress notes. If a tenant has not been seen for three consecutive days, the Case Manager actively does outreach to the tenant's apartment, accompanied by Property Management and goes into the apartment if death or major trauma is expected. Records of all outreach attempts and all needed follow up as a result of this outreach are kept in tenant files.

4. By June 30, 2011, On-site and upper management of Conard House, Inc., the John Stewart Company, Public Initiatives Development Corporation and Housing and Urban Health will be present at a monthly Plaza Operation's Meeting. These meetings will be documented through a written agenda.

Evaluation: The Operations Team meeting is the second Tuesday of each month and is documented through a monthly written agenda.

8. Continuous Quality Improvement

- Case Managers write progress notes on both brief and significant encounters, as well as groups facilitated by staff. Review of tenant charts by the Senior Program Director is ongoing, with feedback given to staff in 1:1 supervision. Larger issues or opportunities to improve quality that are discovered are discussed with the team and

the Associate Director so that necessary changes can be identified and implemented. Staff regularly reviews challenging tenant situations and conducts a debriefing and evaluation of interventions at a weekly team meeting. Constructive supervision is provided by team manager and is followed-up in 1:1 supervision.

- New staff is trained on Conard House' privacy and confidentiality policies and procedures, including the DPH/HIPAA privacy policy during new-hire orientation. Training will be documented in the personnel files. In addition, the policies and procedures will be reviewed annually with all staff.

- Targeted training on specific issues challenging the team and areas identified for team growth. In the past, these have included techniques for de-escalation of symptomatic behavior, recognizing and providing appropriate interventions for severe mental health symptoms, substance use harm reduction, managing difficult situations, charting, fair housing issues, eviction information and processes, data collection. Regular staff development training sessions occur across all Conard House programs in a formal manner; informal training is conducted at each staff meeting; and Leadership Training is conducted for all managers monthly. Staff is also encouraged to attend training and conferences offered outside the agency as resources allow.

- As needed, review of written policies and procedures by staff, with collaborating agencies, sometimes including tenants to insure relevance and quality improvement. These policies will include the DPH/HIPAA privacy policy. Circulation of articles/journals/magazines related to mental health, social work, housing, tenancy, and substance use is provided whenever possible.

- Review of data collected on an ongoing basis by the Senior Program Director and is conducted. Collection of formal and informal tenant feedback is utilized to cultivate tenant leadership in program planning. Tenant satisfaction surveys will be distributed and collected at least once a year. Information provided by tenant will be used to modify services as appropriate.

- The Senior Program Director will follow-up on all quality-of-service matters, questions, and opportunities to implement positive change. Direct service staff receives individual and team supervision on a weekly basis. The Senior Program Director receives individual and team supervision at least twice per month. The ISN Program Director attends the Conard House program management meetings twice monthly.

- Though Conard House staff will not directly supervise John Stewart Company staff, as the lead agency, Conard House will have direct oversight of the quality of services to tenants. Conard House will insure that the providers share a similar philosophy and approach to working with the tenants and that the subcontractors adhere to DPH-HUH policies and procedures. This will be accomplished in part through on-site training, regular team and operations meetings and ongoing review of the quality and quantity services offered within each building.

- The Director of Supportive Housing and Community Services, who supervises the Associate Director and Senior Program director, sits on Conard House' Senior Management Team. All issues related to quality of service are presented and

reviewed at those weekly as a means to insure that appropriate policies, procedures, practices and training are keeping pace with the development of programs and a changing, expanding clientele.

- All Conard House staff is evaluated at least annually. The Conard House Board of Directors oversees all programs via the Executive Director, who reports to the Board on programs on a regular basis.

- With the implementation of HIPAA requirements, a DPH Privacy Policy was developed and contractors were trained during FY 03-04. Effective July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions (if any) identified in FY 04-05 (July 1, 2004 – June 30, 2005) were considered informational, to establish a baseline for the following year. Since FY 05-06 (July 1, 2005 – June 30, 2006), findings of compliance or non-compliance and corrective actions (if any) were integrated into the contractor's monitoring report.

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

As Measured by: Evidence that the policy and procedures that abides by the rules outlined in the DPH Privacy Policy have been adopted, approved and implemented.

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

As Measured by: Documentation exists showing individuals were trained.

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

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

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

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

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

As Measured by: Documentation exists. Accounting of Disclosures Log is located in every chart.

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

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

Appendix A-3
REP PAYEE SERVICES
7/01/2010 - 6/30/2011

1. PROGRAM IDENTIFICATION

Provider: Conard House, Inc., a non-profit corporation Provider No.: 8949

Program: Rep Payee Services Reporting Unit 8949RP
Address: 154 Ninth Street
San Francisco, CA 94103
Phone: (415) 558-8767
Fax: (415) 558-0420

2. NATURE OF DOCUMENT

New Renewal Modification

3. GOAL STATEMENT

The goal of Conard House Rep Payee Services is to provide a qualified a Representative Payee to certain clients of the San Francisco mental health system to help them establish and manage their public income benefits. The service is a component of the DEAP Initiative/SSI Advocacy Project and MHSA (formerly AB2034) and a HSA General Fund Work Order. The service will collect and deposit client funds from the Social Security Administration into client accounts, work with clients to budget their funds, and make prudent and timely disbursements from their accounts.

4. TARGET POPULATION

There are three target populations totaling 800 clients for this program.

The first target population is comprised of 165 adult residents of San Francisco ages 18 and older with psychiatric disabilities who need representative payee services and who meet the criteria set forth by CBHS. These clients are major users of higher levels of CBHS services and are more cost-effectively served in the community. In FY10-11 the target population of 165 clients is comprised of up to 135 San Francisco residents, plus up to 30 currently receiving services in CBHS-contracted IMD beds.

The second target population is MHSA clients who are former AB2034 adult residents of San Francisco ages 18 and older with psychiatric disabilities who met eligibility requirements set forth by CBHS and remain in need of representative payee services. The target population of up to 450 clients is a sub-set of a total of 120 SF First enrolled clients, who are major users of higher levels of CBHS services and are more cost-effectively served in the community.

A third target population is new for this Reporting Unit, effective July 1, 2010. The Human Services Agency (HSA) is work-ordering funds to CBHS to transfer Rep Payee services for 605 clients comprised of 550 Department of Human Services (DHS) Transitional Services Program (TSP) clients and 55 Department of Again and Adult Services (DAAS). Prior to July 1, 2010, Conard House has been providing this same Rep Payee service to both HSA client groups at its four Community Services locations. As with the first and second target population, these clients are also major users of higher levels of CBHS services and are more cost-effectively served in the community through this HSA work order.

A 116-person subset of the HSA-funded clients determined to benefit from Outpatient Services will be simultaneously opened in RU 89492. The costs and Outpatient units of services are shown in Appendix A-2.

5. MODALITIES/INTERVENTIONS

The CRDC Mode of Service is Mode 60 Support Services.

A billable Unit of Service will be a Service Day, i.e. each day a client is enrolled in the Rep Payee Services Program.

Under CRDC Mode/SFC 60-78 the Rep Payee Program will deliver 180,000 Service Days during FY10-11. This number discounts the static capacity of 800 clients by 10% for vacancies, Indirect Services Support Services will be recorded for the period of time each client is open (in AVATAR, if available). A minimum of clients will be served during the twelve months of FY 10-11, over 250 regular business days in the twelve-month period, from which are excluded 10 annual workday holidays.

With a capacity of 800 and a turnover rate of 10%, the unduplicated number of people served in FY2010-11 is estimated at 880..

METHODOLOGY

A. Outreach, recruitment, promotion, and advertisement:

All referrals will come from designated CBHS and HSA programs.

B. Admission Criteria and Process:

For CBHS Rep payee clients, the program Case Managers will interview non-IMD referrals from the above sources at the 154 Ninth Street office to determine SSI eligibility and willingness to participate in money management as mandated by Social Security. Clients sign a Rep Payee Service Agreement and negotiate a monthly disbursement plan with their Case Manager. CBHS will instruct IMDs to forward signed Rep Payee Service Agreements for each IMD referral.

For MHSA clients, the Case Manager will interview referrals from the above sources at the Harrison Street office to determine SSI eligibility and willingness to participate in money management as mandated by Social Security. Clients sign a Rep Payee Service Agreement and negotiate a monthly disbursement plan with their Case Manager.

For the HSA clients, the program will transfer its TSP and DAAS clients effective July 1, 2010 and take new referrals from HSA-designated referral sources. All clients sign a Rep Payee Service Agreement and negotiate a monthly disbursement plan with their Case Manager.

As they are transferred or enrolled into the Rep Payee Services Program, each client will be opened into the BIS RU 8949RP

C. Service Delivery Model:

The service model is centered on the working relationship between the client and his or her Case Manager, whose primary function is that of Representative Payee. In this model, the Case Manager will:

- (1) Involve each client in his or her own service plan, which shall include an assessment and appropriate reassessment of economic status.
- (2) Work closely as indicated with CBHS clinicians to help keep clients stably housed and able to provide for themselves. Case managers will be available for case conferences with CBHS providers.
- (3) Assist clients in maintaining housing, acquiring basic living skills, including money management, and coordinating with other services.

- (4) Meet regularly with clients and collaborate with staff of other programs that provide services to clients, including staff of Positive Resource Center.
- (5) Disburse checks directly to each client's landlord, and at least one check directly to each client for other expenses. Clients are eligible to receive as many as two checks per day.
- (6) For persons not already in housing, make housing referrals and placements and mitigate landlord—tenant disputes.
- (7) Enroll eligible clients in the Shelter Plus Care Program and other supportive or subsidized housing programs.
- (8) The program will provide only third-party Rep Payee services for clients residing in IMD facilities.

The CBHS Rep Payee Program will be co-located at Conard house — Community Services South at 154 Ninth Street. Rep Payee Case Managers are normally on duty from 9:00 am to 5:00 pm, Monday through Friday, although their-duties may periodically take them off-site.

The (MHSA) Rep Payee Program is co-located at Community Services North at ___Hyde Street. Rep Payee Case Managers are normally on duty from 9:00 am to 5:00 pm, Monday through Friday, although their-duties may periodically take them off-site.

The HSA Rep Payee clients are served at Community Services North, South, SOMA and the Ambassador Hotel. Rep Payee Case Managers are normally on duty from 9:00 am to 5:00 pm, Monday through Friday, although their-duties may periodically take them off-site.

The Program will deliver services in the preferred language of the consumer (including sign language) and make provisions for the use of trained interpreters when needed.

All staff are directed to bring in the assistance of outside services providers when necessary, including police and psychiatric emergency services.

D. Exit Criteria and Process:

Clients are encouraged to become their own payees, that is, to be able to manage their own funds without the requirement from Social Security that they must have someone else manage their money.

The Case Manager shall notify the care manager and conservator (if

conserved) of proposed discharge or service termination prior to such action in order to allow for collaborative problem solving and/or disposition planning. In rare instances when the service provider is unable due to circumstances to notify the care manager and conservator prior to such discharge or termination, the service provider shall notify the CBHS Care Manager and conservator within 24 hours or the next workday.

The Case Manager shall notify Social Security Administration of discharge or service termination and shall comply with instructions from Social Security regarding the disposition benefit fund balances in the client's account.

E. Program Staffing:

Personnel of 16.820 for the Program consist of the following positions:

- Case Managers 11.500 FTE
- Sr Case Managers 1.104 FTE
- FIU Director 0.584 FTE
- FIU Account Managers 1.400 FTE
- Messengers 0.446 FTE
- Program Directors 1.509 FTE
- Associates Directors 1.272 FTE
- HCS Director 0.109 FTE

The Rep Payees are responsible for the tasks listed above in Section 6

C. The Case Managers are responsible for maintaining an enrollment of 800 clients. The Account Managers are responsible for processing deposits and disbursements transactions on behalf of CBHS Rep Payee clients. The Program Director provides supervision to the Case Manager. Associate Directors supervise the Program Directors. The Housing & Community Services (HCS) Director provides overall direction for the management and expansion of the program and supervision to the Program Director.

The following staff in other Departments provide administrative direction for Rep Payee Services: The FIU Program Director provides direction and training for Account Managers maintaining client accounts and processing deposits and disbursements. The Interim Controller provides supervision of the FIU Program Director and is responsible for overall cash management, financial internal controls and audit.

6. OBJECTIVES AND MEASUREMENTS

PERFORMANCE OBJECTIVES for FY2010-11

Objective F.1: Health Disparity in African Americans

To improve the health, well-being and quality of life of African Americans living in San Francisco CBHS will initiate efforts to identify and treat the health issues facing African American residents of San Francisco. The efforts will take two approaches: 1) Immediate identification of possible health problems for all current African American clients and new clients as they enter the system of care; 2) Enhance welcoming and engagement of African American clients. Interventions to address health issues:

F.1.a Metabolic and health screening.

[Referrals for] metabolic screening (Height, Weight, & Blood Pressure) will be offered to ~~provided for~~ all behavioral health Rep Payee 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 enrolled in treatment for over 90 days will have, upon discharge, an identified primary care provider.

For all above:

Client Inclusion Criteria:

All clients in the program between July 1, 2010 and June 30, 2011. Contractor will maintain a log of clients unable to meet this objective for possible exclusion.

Data Source:

CBHS AVATAR System - CBHS will compute.

Program Review Measurement:

Objective will be evaluated based on the one-month Phase-Out period from July 1, 2010 to June 30, 2011.

Objective G.1: Alcohol Use/Dependency

G.1.a For all contractors and civil service clinics, information on [harm reduction], 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.

For all above:

Data Source:
Self-report.

Program Review Measurement:
Objective will be evaluated over the period from July 1, 2010 to June 30, 2011.

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.

PRODUCTIVITY OBJECTIVES for FY2010-11

All providers of Behavioral Health Services will be encouraged to meet quarterly with their CBHS program managers to evaluate progress toward meeting the following set of continuous quality improvement, productivity, and service access objectives. Other objectives may be added if mutually agreed to by the providers and their CBHS program managers. These objectives will be evaluated based on a summary of quarterly meetings held by March 2010. Providers are encouraged to continue quarterly meetings through the end of FY 2009-10 and thereafter.

X.1 Program Productivity

During Fiscal Year 2010-11, the Rep Payee Program will provide 180,000 Service Days to a minimum of 800 unduplicated clients.

Date Source:
AVATAR or Client Records.

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

X.2 Other Individualized Objectives INDIVIDUALIZED

X.2.a. Housing stability:

At least 85% of CBHS Rep Payee clients will improve or maintain stable housing, as measured by their either living in an apartment with more than 28-day tenancy or another supportive setting appropriate to their needs.

Client Inclusion Criteria: All clients enrolled in CBHS and MHSA Rep Payee Services from July 1, 2010 to June 30, 2011 and have been in the program for a continuous 60 days.

Data Source:
Conard House Housing Retention Data. .

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

X.2.b Timely Rent Payments:

In an annual audit of rent payments to be conducted by Conard House, 100% of authorized rent payments will be disbursed within two business days within two business days of when benefit checks are received.

Measurement: Program will conduct internal audit and send supporting document to the CBHS Program Manager.

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

7. CONTINUOUS QUALITY IMPROVEMENT (CQI)

A. Specific CQI Activities:

At the time of enrollment, an assessment is made of the time and tasks required for the client to secure and retain a stable supportive housing situation. This typically includes reviewing eligibility, income benefits and other earnings.

Each enrolled client is reviewed quarterly and a specific time frame is established for achieving the stabilized housing objective. This time frame is closely coordinated with the client's case manager, outside CBHS Care Manager and other treatment providers and the client.

B. Guarantee of Compliance:

Conard House, Inc. and its Rep Payee Program agree to abide by the most current State approved Quality Management Plan including, but not limited to, a guarantee of compliance with Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

Director of Clinical Services, Louise Foo, Ph.D. is responsible for HIPAA compliance for Conard House, Inc. The Program Director is responsible for HIPAA compliance within this Program, and is accountable to Dr. Foo.

The Management Team, under the direction of Executive Director Richard Heasley, M.P.A., is responsible for Cultural Competency for Conard House, Inc. Clinical Training Director Tom Genelli and Director of Supportive Housing and Community Services, Seth Katzman, M.A., M.P.H. share the responsibility or organizing organization-wide Cultural Competency trainings. Administrative Director Carol Kossler, M.N.A. is responsible for organizing agency compiling demographic data and compiling the annual Cultural Competency Report for the organization. The Program Manager is responsible for planning and implementing Cultural Competency activities unique to this program.

Appendix A-4

NEW COOPS START-UP
in conjunction with
SUPPORTIVE HOUSING &
OUTPATIENT SERVICES PROGRAM
(Coops)
7/1/10 - 6/30/11

1. PROGRAM IDENTIFICATION

The New Coops Start-up Project is undertaken in conjunction with the following Provider and Provider number.

Provider: Conard House, Inc., a non-profit corporation Provider No.: 8949
Supportive Housing (Coops and Hotels) Reporting Unit: 8949SH
Address: 1385 Mission Street, Suite 200
San Francisco, CA 94103
Phone: (415) 864-7897
Fax: (415) 864-7093

2. NATURE OF DOCUMENT

New Renewal Modification

3. GOAL STATEMENT

To bring into operation in FY11 a total of 40-60 new co-op Supportive Housing beds that be sustained subsequent fiscal years. The co-op beds will be located in in an estimated 10 to 15 master-leased apartment units, depending on the number of bedrooms in each unit. This expansion of the current Supportive Housing Co-op Apartment Program is undertaken to provide case management services, extended rehabilitation counseling, and self-management workshops and coaching to chronic psychiatrically disabled San Francisco adults living in Conard House co-ops located throughout the City.

4. TARGET POPULATION

As with the current Coop Apartment Program, the Target Population is adult residents of San Francisco, ages 18 and older, with chronic psychiatric disabilities who will become residents of Conard House's Supportive Housing

Program, who meet CBHS criteria for Medical Necessity and Functional Impairments, and whose ability to maintain independent living without hospitalization or becoming homeless would be greatly enhanced by the provision of Case Management and Mental Health Services.

The Cooperative Apartment Program specifically addresses the supportive housing and outpatient needs of further specialized target populations.

Approximately 86% of clients eligible for services are recipients of Medi-Cal benefits. Their Outpatient Services are to be funded by Medi-Cal revenue in this contract. The other 14% are funded by the County Adult Assistance Program (General Assistance), by a third party or by General Fund revenue in this contract.

5. MODALITIES / INTERVENTIONS

Supportive Housing:

The CRDC Mode of Service is Mode 60 - 71 Community Services Housing Operations Expense.

The Start-Up Project will be billed on a Cost Reimbursement basis.

Under CRDC Mode/SFC 60 - 70, the Supportive Housing program will deliver 40 to 60 co-op beds in an estimated 10 to 15 master-leased apartments throughout San Francisco. Although work on the Start-up Project will begin in July, 2010, a staggered start-up for master-leasing the new co-ops will begin in September, 2010 and continue through the fiscal year as properties are found, evaluated and master-leased. Subletting to residents will begin October 2010 and continue throughout the fiscal year as prospective residents are screened and offered leased in additional master-leased properties.

METHODOLOGY

A. Outreach, recruitment, promotion, and advertisement:

Conard House Property Management will engage the services of an independent contractor to identify and evaluate prospective co-op apartments. The contractor will be familiar with the leased housing market in San Francisco, our target population and our financial and leasing requirements and limitations. Our Director of Real Estate and his staff and Director of Supportive Housing and his staff will review prospective leased properties. Our Director of Real Estate, will supervise the master-leasing process and recommend lease approval to the Executive Director, who in turn, secures approval from the Board of Directors.

It is especially imperative that master-lease commitments are sustainable for the duration of all master-lease terms, five year being the minimum. The annualized costs of operations, including master-leasing subsidies, will be communicated to Community Behavioral Health Services so that forward-funding requirements are known and planned for in the annual budget process.

B. Admission Criteria and Process:

See Appendix A-2.1 and 2.2.

C. Service Delivery Model:

Outpatient Services. See Appendix A-2.1.

Supportive Housing Services. See Appendix A-2.2.

D. Exit Criteria and Process:

See Appendices A-2.1 and A-2.2.

E. Program Staffing:

Mark Bennett, Conard House Director Real Estate is responsible for the master-leasing and sub-leasing process, working in conjunction with Seth Katzman, Director Supportive Housing and Community Services and Louise Foo, PhD, Director of Clinical Services. Mark Bennett is a licensed real estate broker and a certified property manager.

6. OBJECTIVES and MEASUREMENTS

PRODUCTIVITY OBJECTIVES for FY2010-11

All providers of Behavioral Health Services will be encouraged to meet quarterly with their CBHS program managers to evaluate progress toward meeting the following set of continuous quality improvement, productivity, and service access objectives. Other objectives may be added if mutually agreed to by the providers and their CBHS program managers. These objectives will be evaluated based on a summary of quarterly meetings held by March 2011. Providers are encouraged to continue quarterly meetings through the end of FY 2010-2011 and hereafter.

Objective X.1. New Coops Project Productivity

X.1a. During Fiscal Year 2010-11, 40 to 60 new co-op beds will be placed in service.

Date Source:

Master-leases and tenant sub-leases.

Program Review Measurement:

Objective will be evaluated quarterly during the 12-month period from July 1, 2010 to June 30, 2011. Only the summaries from the two first quarterly meetings held by March 2011. will be included in the program review.

7. CONTINUOUS QUALITY IMPROVEMENT (CQI)

See Appendices A-2.1 and A-2.2.

Appendix B
Calculation of Charges

I. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of Conard House (CMS# 6844)

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

2. Program Budgets and Final Invoice

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

Budget Summary

- Appendix B-1 Jackson St. Residential Treatment
- Appendix B-2.1 Supportive Housing (Outpatient)
- Appendix B-2.2 Supportive Housing (Non-Outpatient)
- Appendix B-3 Rep Payee

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Thirty Seven Million One Hundred Ninety Two Thousand One Hundred Ninety Seven Dollars (\$37,192,197) for the period of July 1, 2010 through December 31, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, \$3,984,878 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2010 through December 31, 2010 (BPHM07000066)	\$3,567,392
January 1, 2011 through June 30, 2011	\$3,567,391
July 1, 2011 through June 30, 2012	\$6,380,535

July 1, 2012 through June 30, 2013	\$5,626,286
July 1, 2013 through June 30, 2014	\$5,626,286
July 1, 2014 through June 30, 2015	\$5,626,286
July 1, 2015 through December 31, 2015	\$2,813,143
July 1, 2010 through December 31, 2015	\$33,207,319

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

(4) CONTRACTOR further understands that, \$3,567,392 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM07000066 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM07000066 for the Fiscal Year 2010-11.

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

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

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

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

DPH 1: Department of Public Health Contract Budget Summary

CONTRACT TYPE - This contract is:	New	Renewal	Modification	DOCUMENT DATE:	10/15/2010
If modification, Effective Date of Mod.:		# of Mod:	VENDOR ID (DPH USE ONLY):		
LEGAL ENTITY NUMBER:	00342				
LEGAL ENTITY/CONTRACTOR NAME:	Conard House, Inc.				

APPENDIX NUMBER	B-1	B-2.1	B-2.2	B-3	B-4	TOTAL
PROVIDER NUMBER	3862	8949	8949	8949	8949	
PROVIDER NAME:	Jackson Street Residential Tx (Phase Out)	Outpatient Services	Supportive Housing	Rep Payee Services	New Coops Start-up	
CBHS FUNDING TERM:	7/1/2010-6/30/2011	7/1/2010-6/30/2011	7/1/2010-6/30/2011	7/1/2010-6/30/2011	7/1/2010-6/30/2011	
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	40,259	2,622,450	934,039	525,968	0	4,122,715
OPERATING EXPENSE	19,446	666,777	1,327,802	173,488	118,700	2,306,211
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	59,704	3,289,227	2,261,841	699,456	118,700	6,428,927
INDIRECT COST AMOUNT	7,184	394,700	271,417	83,933	14,244	771,458
INDIRECT %	12%	12%	12%	12%	12%	
TOTAL FUNDING USES:	66,888	3,683,927	2,533,258	783,389	132,944	7,200,385
CBHS MENTAL HEALTH FUNDING SOURCES						
FEDERAL REVENUES - click below						
SDMC Regular FFP (50%)		1,582,535				1,582,535
ARRA SDMC FFP (11.59)		366,831				366,831
STATE REVENUES - click below						
MHSA		20,190		40,991		61,181
GRANTS - click below						
Other Grants						-

PRIOR YEAR ROLL OVER - click below						
						-
WORK ORDERS - click below						
HSA (Human Svcs Agency)		329,224		598,348		927,572
3RD PARTY PAYOR REVENUES - click below						
DPH Housing General Fund			132,600			132,600
REALIGNMENT FUNDS		912,084				912,084
COUNTY GENERAL FUND	60,678	473,063	2,341,246	144,050	132,944	3,151,980
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	60,678	3,683,927	2,473,846	783,389	132,944	7,134,783
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below						
Please enter other funding source here if not in pull down						
WORK ORDERS - click below						
Please enter other funding source here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL DPH REVENUES	60,678	3,683,927	2,473,846	783,389	132,944	7,134,783
NON-DPH REVENUES - click below						
Patient/Client Fees	6,190		54,412			60,602
Others			5,000			5,000
TOTAL NON-DPH REVENUES	6,190		59,412			65,602
TOTAL REVENUES (DPH AND NON-DPH)	66,868	3,683,927	2,533,258	783,389	132,944	7,200,385

Prepared by/Phone #:
 Richard Heasley 415-864-7833 x 203
 and Mary Muehlbach 415-864-7833 x 212

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

FISCAL YEAR:	10-11	NEW	APPENDIX #:	B.1	Page 1
LEGAL ENTITY NAME:	Conard House, Inc.		DOCUMENT DATE:	10/15/2010	
PROVIDER NAME:	Jackson Street Residential Treatment		PROVIDER #:	3662	
REPORTING UNIT NAME:	Adult Residential	Adult Residential			
REPORTING UNIT:	38621	38621			
MODE OF SVCS / SERVICE FUNCTION CODE	05/65-79	60/40-48			
SERVICE DESCRIPTION	Adult Residential	Life Support- Bd&Care	#N/A	#N/A	#N/A
CBHS FUNDING TERM:	7/1/2010 - 6/30/2010	7/1/2010 - 6/30/2010			
FUNDING USES:					
SALARIES & EMPLOYEE BENEFITS	40,259				40,259
OPERATING EXPENSE	13,918	6,527			19,445
CAPITAL OUTLAY (COST \$5,000 AND OVER)					0
SUBTOTAL DIRECT COSTS	54,177	6,527	0	0	60,704
INDIRECT COST AMOUNT	6,501	663			7,164
TOTAL FUNDING USES:	60,678	6,190	0	0	66,868
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	60,678				60,678
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	60,678				60,678
CBHS SUBSTANCE ABUSE FUNDING SOURCES					
FEDERAL REVENUES - click below					
STATE REVENUES - click below					
GRANTS/PROJECTS - click below	CFDA #:				
Please enter other here if not in pull down					
WORK ORDERS - click below					
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
Please enter other here if not in pull down					
COUNTY GENERAL FUND					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL DPH REVENUES	60,678				60,678
NON-DPH REVENUES - click below					
Patient/Client Fees		6,190			
TOTAL NON-DPH REVENUES	0	6,190	0	0	6,190
TOTAL REVENUES (DPH AND NON-DPH)	60,678	6,190			66,868
CBHS UNITS OF SVCS/TIME AND UNIT COST:					
UNITS OF SERVICE ¹	250	250			250
UNITS OF TIME ²					
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	Cost Reimb	N/A	0.00	0.00	0.00
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	Cost Reimb	N/A	0.00	0.00	0.00
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	Cost Reimb				
UNDUPLICATED CLIENTS	11	11			

¹Units of Service: Days, Client Day, Full Day/Half-Day
²Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

CBHS BUDGET JUSTIFICATION (B-1)

Conard House, Inc.

Provider Number (same as line 7 on DPH 1): 3852

Appendix # B-1, Page 4

Provider Name (same as line 8 on DPH 1): Jackson Street Residential Program Phase Out
(covers July and part of August, 2010)

Document Date: 10/15/2010

Date: October 15, 2010

Fiscal Year:

7/1/2010 - 6/30/2011

1.0 FTE Wage

Basic Duties

Salaries and Benefits

	Salaries	FTE
Program Director JSRP (close out)	\$4,088	0.092
Counselors JSRP Counselors (close out)	\$9,035	0.241
Relief Staff JSRP (close out)	\$12,855	0.342
Admin Coordinator JSRP (close out)	\$751	0.018
Program Assistant JSRP (close out)	\$5,646	0.191
TOTAL SALARIES	\$32,375	0.884

44,382 Supervise JSRP Program close out
provide counseling and transitional services
to remaining clients
37,541 provide counseling and transitional services
to remaining clients
37,541 provide client program support for close
out
41,095 out
29,632 out

FICA/MED 7.65%	\$2,477	
Worker's Compensation (mixed between clerical and housing - 3.38%)	\$1,094	
Employer 129 Cafeteria plan (\$559/month or partial month per employee) (note: FTE here is based on partial year for full time staff)	\$3,813	
Other - UI, Employer match Retirement (20%), misc - HCSEA/HCSO	\$390	
TOTAL BENEFITS	\$7,874	

TOTAL SALARIES & BENEFITS \$40,249

Operating Expenses

Formulas to be expressed with FTE's, square footage, or % of program within agency - not as a total amount divided by 12 Occupancy:

Premises Rent \$4,500

Utilities:

Utilities and Telephone \$1,860

Building Maintenance:

Building Maintenance Supplies and Repair \$4,937

Total Occupancy: \$11,297

Materials and Supplies:

Office Supplies \$814

Furniture (under \$500)

Printing/Reproduction:

Program/Medical Supplies:

Client Expense - Food \$3,804

Other misc expense \$1,118

Total Materials and Supplies: \$4,722

General Operating:

Insurance:

One month program insurance share of professional liability, commercial policy \$1,547

Staff Training:

\$140

Rental of Equipment:

\$323

Total General Operating: \$2,010

Staff Travel (Local & Out of Town):

\$294

\$0

Consultants/Subcontractors:

Consultant - Thomas Rogat - Clinical Supervision \$100 hour \$1,426

Total Consultants/Subcontractors: \$1,426

TOTAL OPERATING COSTS: \$18,455

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

\$0

TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$58,704

CONTRACT TOTAL:

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

FISCAL YEAR: 10-11		NEW		APPENDIX #:		B-2.1, Page 1	
LEGAL ENTITY NAME: Conard House, Inc.		PROVIDER #: 8949					
PROVIDER NAME: Outpatient Services							
REPORTING UNIT NAME:	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	
REPORTING UNIT:	89482	89482	89482	89482	89482	89482	
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/10-59	15/10-59	15/10-59	15/70-79	
SERVICE DESCRIPTION	15-01 Case Management Brokerage	15-10 Mental Health Collateral	15-30 Mental Health Assessment	15-40 Mental Health Individual	15-50 Mental Health Group	15-70 Crisis Intervention	TOTAL
CBHS FUNDING TERM:	7/1/2010-6/30/2011	7/1/2010-6/30/2011	7/1/2010-6/30/2011	7/1/2010-6/30/2011	7/1/2010-6/30/2011	7/1/2010-6/30/2011	
FUNDING USES:							
SALARIES & EMPLOYEE BENEFITS	13,827	115,194	149,889	1,542,108	780,344	21,088	2,622,450
OPERATING EXPENSE	3,516	29,289	38,110	362,082	198,408	5,362	666,777
CAPITAL OUTLAY (COST \$5,000 AND OVER)							0
SUBTOTAL DIRECT COSTS	17,343	144,482	188,000	1,934,200	978,752	26,450	3,289,227
INDIRECT COST AMOUNT	2,081	17,338	22,560	232,100	117,448	3,174	394,700
TOTAL FUNDING USES:	19,424	161,820	210,559	2,166,300	1,096,200	29,624	3,683,927
CBHS MENTAL HEALTH FUNDING SOURCES							
FEDERAL REVENUES - click below							
SDMC Regular FFP (50%)	8,344	69,514	90,452	930,595	470,904	12,726	1,582,535
ARRA SDMC FFP (11.59)	1,934	15,113	20,967	215,712	109,155	2,950	366,831
STATE REVENUES - click below							
MHSA	106	887	1,154	11,873	6,008	162	20,190
GRANTS - click below							
CFDA #:							
Other Grants							
PRIOR YEAR ROLL OVER - click below							
WORK ORDERS - click below							
HSA (Human Svcs Agency)	1736	14,461	18,817	193,597	97,965	2,647	329,224
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	4,809	40,064	52,131	536,343	271,402	7,334	912,084
COUNTY GENERAL FUND	2,494	20,780	27,038	278,180	140,766	3,804	473,063
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	19,424	161,820	210,559	2,166,300	1,096,200	29,624	3,683,927
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
County Other							
GRANTS/PROJECTS - click below							
CFDA #:							
Please enter other here if not in pull down							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
COUNTY GENERAL FUND							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL DPH REVENUES	19,424	161,820	210,559	2,166,300	1,096,200	29,624	3,683,927
NON-DPH REVENUES - click below							
TOTAL NON-DPH REVENUES							
	0	0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH)	19,424	161,820	210,559	2,166,300	1,096,200	29,624	3,683,927
CBHS UNITS OF SVCS/TIME AND UNIT COST:							
UNITS OF SERVICE ¹							
UNITS OF TIME ²							
	9,616	62,000	80,674	830,000	420,000	7,535	1,409,825
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	2.02	2.61	2.61	2.61	2.61	3.88	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	2.02	2.61	2.61	2.61	2.61	3.88	
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	2.02	2.61	2.61	2.61	2.61	3.88	
UNDUPLICATED CLIENTS	615	615	615	615	615	615	

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

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

Conard House, Inc.

DPH 3: Salaries & Benefits Detail

NEW

APPENDIX #: B-2.1, Page 2

Provider Number (same as line 7 on DPH 1): 89492

Document Date: 10/15/2010

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

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		MHSA		WORK ORDER H.S.A.		WORK ORDER #2: (dept. name)			
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES		
Program Director JSRP (close out)	0.000	\$ -							0			
Counselors JSRP Counselors (close out)	0.000	\$ -							0			
Relief Staff JSRP (close out)	0.000	\$ -							0			
Admin Coordinator JSRP (close out)	0.000	\$ -							0			
Program Assistant JSRP (close out)	0.000	\$ -							0			
Director SHCS	0.588	\$ 53,325	0.474	42,331	0.005	466			0.118	10,528		
Assoc Direct Onsr SHCS	0.631	\$ 38,714	0.572	33,281	0.000	0			0.059	3,433		
Assoc Director CIS	0.718	\$ 40,811	0.708	40,238	0.000	0			0.012	673		
Manager CIS	0.718	\$ 30,818	0.708	30,311	0.000	0			0.012	507		
CIS Support Tech	0.718	\$ 25,839	0.706	25,411	0.000	0			0.012	425		
Program Assistant SHP / CS	0.033	\$ 18,978	0.033	18,978	0.000	0			0.000	0		
Director Clinical Training	0.579	\$ 66,620	0.573	66,620	0.000	0			0.000	0		
Psych Research Analyst	0.543	\$ 31,428	0.543	31,428	0.000	0			0.000	0		
Health Education Coordinator	0.579	\$ 35,505	0.579	35,505	0.000	0			0.000	0		
Director Supportive Employment	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Employment Specialist	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Director Clinical Services	0.731	\$ 84,267	0.690	79,120	0.011	933			0.030	4,213		
Director FIU	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Sr Acad Mgr FIU	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Sr Acad Mgr FIU	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Account Mgr FIU Relief	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Assoc Director OP Services	2.132	\$ 121,818	1.955	111,518	0.000	0			0.177	10,098		
Program Directors, Inlake Coord, Lvlt. Sr CM	4.028	\$ 162,743	3.590	143,284	0.043	1,914			0.395	17,544		
Sr Program Directors	4.011	\$ 187,878	3.126	145,441	0.065	3,132			0.820	39,305		
Sr Case Manager	5.800	\$ 253,187	4.398	188,862	0.222	8,348			1.180	75,878		
Counselor / Case Manager 2	11.787	\$ 488,702	8.923	323,216	0.222	8,003			2.642	187,483		
Case Manager 1	8.154	\$ 212,588	6.154	212,588	0.000	0			0.000	0		
Sr Counselors JS Community / Coops	1.448	\$ 60,884	1.448	60,884	0.000	0			0.000	0		
Messengers	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Counselors at higher rates (pre. mion)	2.172	\$ 88,139	2.172	88,139	0.000	0			0.000	0		
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
TOTALS	43.979	\$2,017,941	37.955	\$1,864,959	0.57	\$22,798	0.00	\$0	5.435	\$330,185	0.00	\$0

EMPLOYEE FRINGE BENEFITS 30% 604,508 30% 498,514 30% 6,838 #DIV/0! 30% 89,055 #DIV/0!

TOTAL SALARIES & BENEFITS \$2,622,450 \$2,163,572 \$29,637 \$0 \$429,240 \$0

3181

DPH 4: Operating Expenses Detail

NEW

APPENDIX #: B-2.1, Page 3
Document Date: 10/15/2010

Conard House, Inc.
Provider Number (same as line 7 on DPH 1): 89482
Provider Name (same as line 8 on DPH 1): Outpatient Services

3182

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)
Consultant - Thomas Rogal - Clinical Supervision \$100 hour
Consultant - P. Boyle - research for suitable Coops \$85 hour
Consultant - Security - 1st of month check distribution (N&S)
Consultant - Legal Svcs; tenant and HR issues; hourly rate varies by job
Consultant - A. Kutik, Committee for Supported Self Mgmt \$85 hour, 6 month job
Consultant - S. Little, CBHS contract support \$85 hour
Consultant - Tech Support
ML Properties (Coops) - Tenant Rent Subsidies
OTHER
Furnishings - under \$5000 (non-capital items)
Tenant deposits (to secure Coop rental units)
Client Expense (bank reconciliation fees, check cashing fees; client transportation; other client exp
Client Expense - Food (Residential program only)
TB Testing
LOC - Interest
Courier Services
Miscellaneous

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	MHSA		WORK ORDER H.S.A.	WORK ORDER #2: [dept name]
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011
\$ 215,294.61	52,628	1,796		150,871	
\$ 97,276.15	25,583	1,039		70,654	
\$ 59,317.88	15,059	844		43,415	
\$ 119,136.74	14,969	986		103,181	
\$ -	0			0	
\$ 45,858.13	7,585	60		38,313	
\$ 14,115.81	1,978	59		12,079	
\$ 7,639.53	1,272	26		6,342	
\$ 29,268.23	7,275	391		21,602	
\$ -	0			0	
\$ 18,000.00	0	0		18,000	
\$ -	0	0		0	
\$ -	0	0		0	
\$ -	0	0		0	
\$ 12,307.46	0	0		12,307	
\$ 923.06	0	0		923	
\$ 1,086.95	0	0		1,086	
\$ -	0	0		0	
\$ -	0			0	
\$ 17,242.02	2,158	13		15,071	
\$ -	0	0		0	
\$ -	0	0		0	
\$ -	0	0		0	
\$ 4,375.05	590	0		3,785	
\$ -	0	0		0	
\$ 13,606.17	574	163		12,869	
\$ -	0	0		0	
\$ 11,229.76	0	0		11,230	
TOTAL OPERATING EXPENSE	\$666,777	\$129,671	\$5,377	\$0	\$631,729
				\$0	

CBHS BUDGET JUSTIFICATION 2.1)

Conard House, Inc.

Provider Number (same as line 7 on DPH 1): 89482 Appendix B-2.1, Page 4
 Provider Name (same as line 8 on DPH 1): Outpatient Services Document date: 10/16/2010
 Date: October 15, 2010 Fiscal Year: 7/1/2010 - 6/30/2011

1.0 FTE Wage

Basic Duties

Salaries and Benefits	Salaries	FTE
Director SHCS	\$93,325	0.698
Assoc Dir/Oper SHCS	\$36,714	0.631
Assoc Director CIS	\$40,811	0.718
Manager CIS	\$30,818	0.718
CIS Support Tech	\$25,836	0.718
Program Assistant SHP / CS	\$16,978	0.633
Director Clinical Training	\$85,620	0.800
Psych Research Analyst	\$31,628	0.750
Health Education Coordinator	\$35,505	0.800
Director Clinical Services	\$84,267	1.000
Assoc Director OP Services	\$121,616	2.132
Program Directors, Intake Coord, Linc Sr CM	\$162,743	3.667
Sr Program Directors	\$187,878	3.928
Sr Case Manager	\$293,187	6.718
Counselor / Case Manager 2	\$498,702	13.805
Case Manager 1	\$212,688	6.177
Sr Counselors: JS Community / Coops	\$80,684	1.448
Counselors at higher rates (pre union)	\$96,139	2.172
TOTAL SALARIES	\$2,817,841	47.406
FICA/MED 7.65%	\$154,373	
Worker's Compensation (mixed between clerical and nursing - 3.38%)	\$68,206	
Employer 129 Cafeteria plan (\$559/month per FTE, 16% increase May 1, 2011)	\$326,473	
Other - UI, Employer match Retirement (20%), misc - HCSA/HCSO	\$55,457	
TOTAL BENEFITS	\$604,509	

TOTAL SALARIES & BENEFITS \$2,622,450

Operating Expenses
 Formulas to be expressed with FTE's, square footage, or % of program within agency - not as a total amount divided by 12 Occupancy:

Premises Rental (72.4% share of program cost)	\$215,295
Utilities and Telephone (72.4% share of program cost)	\$87,276
Building Maintenance:	
Building Maintenance Supplies and Repair	\$119,137
Total Occupancy:	\$431,708
Other expenses	
Other Operating expenses (72.4% share of program cost)	\$151,829

Program/Medical Supplies:	
Total Materials and Supplies:	\$181,829

General Operating:	
Insurance:	
Share of commercial policy insurance including professional liability, claims, liability and commercial blanket bond	\$ 14,116

Staff Training:	
Inservice training including cultural competency, safety (share of agency cost); 100% of OP Services training	\$ 14,116

Rental of Equipment:	
copiers (72.4% share of site cost)	\$ 28,268
Total General Operating:	\$67,500

Staff Travel (Local & Out of Town):	
Travel including mileage, parking, tolls, public transit (72.4% share of program cost)	\$ 7,640

\$7,640

Consultants/Subcontractors:	
Consultant - Thomas Rogal - Clinical Supervision \$100 hour (100% of cost charged to outpatient services)	\$18,000
Total Consultants/Subcontractors:	\$18,000

TOTAL OPERATING COSTS: \$666,777

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

TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$1,289,227

CONTRACT TOTAL:

- 89,217 Supervise Supportive Housing and Rep Payee programs
 - 58,190 Provide support for Director SHCS, Deputy Safety Officer
 - 57,005 Supervise Client Information Services; UOS billing and management of FIU client funds
 Manage technical services for client billing including ancillary services for computer copiers and printers set up and troubleshooting; interoffice communications (telephone and internet)
 - 42,942 Provide technical assistance to CIS Manager
 - 36,000 Support Assoc Director Operations SHCS; gatekeeper for client filing system located at 1385 Misakon Street
 - 26,802 Directs Health Education Project, Supervise staff clinical training
 - 83,275 Provide staff clinical training
 - 41,804 Provide staff clinical training
 - 44,381 Licensed PhD responsible for Medical billing and all UOS
 - 84,267 Supervise Program Directors for assigned sites; review client case files; ensure integrity of UOS Billing
 - 57,051 Program Directors supervise site staff, review UOS billing, ensure health and safety issues are addressed at their site.
 - 44,382 Senior Program Directors provide same services as Program Directors for more complex programs
 - 47,827 Sr CM's are management staff; support Program Directors; fill in for PD absence; provide UOS billing services
 - 38,125 All Counselors and CM2's provide UOS billing for Medical eligible clients
 - 34,405 CM1's primary responsibility is to support Case Management functions, occasional billing UOS
 - 41,911 One of two staff assigned to the new Jackson Street Community program
 - 46,194 Counselors providing some UOS billing services; salary scale is not within current range as they predate union.
- Notes: All Counselors and Case Managers to some extent provide non-Medical, reimbursable services which are billed to CBHS under Supportive Housing.

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

FISCAL YEAR:	10-11	NEW	APPENDIX #:	B-2.2, Page 1		
LEGAL ENTITY NAME:	Conard House, Inc.		DOCUMENT DATE:	10/15/2010		
PROVIDER NAME:	Supportive Housing		PROVIDER #:	8949		
REPORTING UNIT NAME:	Supportive Housing					
REPORTING UNIT:	8949SH					
MODE OF SVCS / SERVICE FUNCTION CODE	6078					
SERVICE DESCRIPTION	SH Service Days	#N/A	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	7/1/10 - 6/30/11					
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	934,039					934,039
OPERATING EXPENSE	1,327,802					1,327,802
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
SUBTOTAL DIRECT COSTS	2,261,841	0	0	0	0	2,261,841
INDIRECT COST AMOUNT	271,417					271,417
TOTAL FUNDING USES:	2,533,258	0	0	0	0	2,533,258
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						
DPH Housing General Fund	132,600					132,600
COUNTY GENERAL FUND	2,341,246					2,341,246
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	2,473,846					2,473,846
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below	CFDA #:					
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL DPH REVENUES	2,473,846					2,473,846
NON-DPH REVENUES - click below						
Patient/Client Fees	54,412					54,412
Provider's Grants	5,000					5,000
TOTAL NON-DPH REVENUES	59,412	0	0	0	0	59,412
TOTAL REVENUES (DPH AND NON-DPH)	2,533,258					2,533,258
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE ¹	158,118					
UNITS OF TIME ²						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	16.02	0.00	0.00	0.00	0.00	
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	15.65	0.00	0.00	0.00	0.00	
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)	16.02					
UNDUPLICATED CLIENTS	549					

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

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

DPH 4: Operating Expenses Detail

Conard House, Inc.

APPENDIX #: B-2.2, Page 3
Document Date: 10/15/2010

Provider Number (same as line 7 on DPH 1): 8949SH
Provider Name (same as line 8 on DPH 1): Supportive Housing

3186

Expenditure Category

Rental of Property
Utilities(Elec, Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)
Consultant - Thomas Rogal - Clinical Supervision \$100 hour
Consultant - P. Boyle - research for suitable Coops \$85 hour
Consultant - Security - 1st of month check distribution (N&S)
Consultant - Legal Svcs; tenant and HR issues; hourly rate varies by job
Consultant - A. Kutik. Committee for Supported Self Mgmt \$85 hour, 6 month job
Consultant - S. Little, CBHS contract support \$85 hour
Consultant - Tech Support
ML Properties (Coops) - Tenant Rent Subsidies
OTHER
Furnishings - under \$5000 (non-capital items)
Tenant deposits (to secure Coop rental units)
Client Expense (bank reconciliation fees, check cashing fees; client transportation; other client exp
Client Expense - Food (Residential program only)
TB Testing
LOC - Interest
Courier Services
Miscellaneous

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER H.S.A.	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011				
\$ -	0				
\$ 26,939	26,939				
\$ 16,553	16,553				
\$ 39,341	39,341				
\$ -	0				
\$ 14,608	14,608				
\$ 4,605	4,605				
\$ 2,418	2,418				
\$ 8,236	8,236				
\$ -	0				
\$ -	0				
\$ 726	726				
\$ 25,078	25,078				
\$ 4,693	4,693				
\$ 352	352				
\$ 414	414				
\$ 1,103,715	1,103,715				
\$ -	0				
\$ 5,746	5,746				
\$ -	0				
\$ 63,692	63,692				
\$ -	0				
\$ 1,443	1,443				
\$ -	0				
\$ 4,907	4,907				
\$ 62	62				
\$ 4,274	4,274				
TOTAL OPERATING EXPENSE	\$1,327,802	\$0	\$0	\$0	\$0

CBHS BUDGET JUSTIFICATION (B-2.2)

Basic Data

Conard House, Inc.

Number (same as line 7 on DPH 1): **89486H** Appendix #: B-2.2, Page 4
 Name (same as line 8 on DPH 1): **Supportive Housing** Document Date: **10/18/2010**
 Start: **7/1/2010** Fiscal Year: **7/1/2010 - 6/30/2011**

10 FTE

Salaries and Benefits	Salaries	FTE
Director SHCS	\$15,516	0.174
Assoc Direct Oper SHCS	\$12,888	0.218
Assoc Director CIS	\$15,342	0.289
Manager CIS	\$11,557	0.269
CIS Support Tech	\$9,889	0.259
Program Assistant SHP / CS	\$5,473	0.242
Director Supportive Employment	\$58,046	1.006
Employment Specialist	\$40,823	1.000
Director FIU	\$16,833	0.373
Sr Asst Mgr FIU	\$11,838	0.384
Sr Asst Mgr FIU Relief	\$15,484	0.404
Account Mgr FIU Relief	\$8,705	0.222
Assoc Director OP Services	\$42,519	0.745
Program Directors, Intake Coord, Lyric Sr CM	\$74,257	1.673
Sr Program Directors	\$51,257	1.069
Sr Case Manager	\$57,187	1.412
Counselor / Case Manager 2	\$12,512	3.115
Case Manager 1	\$23,155	2.335
Sr Counselors: JS Community / Coops	\$25,138	0.592
Messengers	\$19,272	0.848
Counselors at higher rates (pre union)	\$37,416	0.828
TOTAL SALARIES	\$718,452	17.364

- 89,217 Supervise Supportive Housing and Rep Payee programs
- 58,180 Provide support for Director SHCS, Deputy Safety Officer
- 57,006 Supervise Client Information Services. UOS billing and management of FIU client funds
- 42,842 Manage technical services for client billing including ancillary services for computer systems and printers set up and troubleshooting
- 36,000 Provide technical assistance to CIS Manager
- 26,852 Support Assoc Director Operations SHCS; gatekeeper for client filing system located at 1385 Madison Street
- 58,040 Provide Supportive Employment services including intake hours; supervise desk clerk training
- 40,823 Provide desk clerk training for SHP sites to ensure program safety
- 45,435 Supervise Fiscal Intermediary Unit - manage client deposits and disbursements as requested by program staff
- 38,256 Fiscal services for client funds - gatekeeper
- 38,256 Fiscal services for client funds - gatekeeper
- 34,402 Support fiscal services for client funds - gatekeeper
- 57,051 Supervise Program Directors for assigned sites, review client case files; ensure integrity of UOS billing
- 44,382 Program Director supervise site staff, review UOS billing, ensure health and safety issues are addressed at their site.
- 47,827 Senior Program Directors provide same services as Program Directors for more complex programs
- 57,688 Sr CM's site management staff, support Program Directors; fill in for PD absence; provide UOS billing services
- 35,125 All Counselors and CM's provide UOS billing for Medical eligible clients
- 34,405 CM's primary responsibility is to support Case Management functions, occasional billing UOS
- 41,811 One of two staff assigned to the new Jackson Street Community program
- 22,542 Clients hired to move furniture and between sites
- 45,104 Counselors providing same UOS billing services; salary scale is not within current range so they predate union.

FOUNDED 7.55%	\$54,805
Worker's Compensation (mixed between dental and housing - 3.36%)	\$24,285
Employer UOB Cafeteria plan (\$558/month per FTE, 10% increase May 1, 2011)	\$118,790
Other - UI, Employer match Retirement (20%), misc - HCSA/HCSSO	\$16,508
TOTAL BENEFITS	\$214,388

TOTAL SALARIES & BENEFITS \$934,039

Operating Expenses
 Formulas to be expressed with FTE's, square footage, or % of program within agency - not as a total amount divided by 12

Occupancy:		
Rest: (OTHER)		
Rent Subsidy Original Coops Master Leased (80 beds)	\$298,848	31.71% of Supportive Housing program sites) Coops
Operating Subsidy Owned Coop 28th Street (10 beds)	\$32,069	3.39% of Supportive Housing program sites) 28th St Coop
Operating Subsidy Owned Coop McAllister Street (10 beds)	\$7,846	0.81% of Supportive Housing program sites) McAllister St Coop
Rent Subsidy New Coops Master Leased (40-80 beds)	\$278,052	35.77% of Supportive Housing program sites) New Coops
Operating Subsidy Washburn	\$217,000	32.74% of Supportive Housing program sites) Washburn
Operating Subsidy El Dorado	\$138,000	23.87% of Supportive Housing program sites) El Dorado
Operating Subsidy Midco	\$132,000	22.29% of Supportive Housing program sites) Midco
Premises rental (27.6% share of site cost)	\$81,338	
Building Maintenance		
Big Maintenance supplies and repair (non-capital) (27.6% share of site cost)	\$39,341	
Total Occupancy:	\$1,204,392	

Utilities and Telephone (27.6% share of site cost)	\$26,839
Office Supplies (27.6% share of site cost)	\$16,563
Other Operating expenses (27.6% share of program cost)	\$3,030

Program/Medical Supplies:	
Client Expense (bank reconciliation fees, check cashing fees; client transportation; other client exp - shared costs proportionate to dollar value of client deposits and disbursements by program; none of this cost is Medical eligible, therefore is not shared cost with any outpatient service allocation)	\$16,173
Total Materials and Supplies	\$62,605

General Operating:	
Insurance: Share of commercial policy insurance including professional liability, crime, liability and commercial blanket bond	\$ 14,808

Staff Training: Inservice training including cultural competency, safety (share of overall agency cost based on FTE)	\$ 4,805
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Rental of Equipment: covers (27.6% share of site cost)	\$ 8,236
Total General Operating:	\$27,849

Staff Travel (Local & Out of Town): Travel including mileage, parking, taxis, public transit (27.6% share of program cost)	\$ 2,418
Total Staff Travel:	\$2,418

Consultants/Subcontractors:	
Consultant - Security	\$726
Consultant - Legal Svcs: tenant and HR issues; hourly rate varies by job (Housing issues: 100% of program cost; HR issues: 27.6% of program cost)	\$25,076
Consultant - A. Kunik, Committee for Supported Self Mgmt \$85 hour, 6 month job (27.6% of program cost)	\$4,692
Consultant - S. Little, CBHS contract support \$85 hour (27.6% of program cost)	\$352
Consultant - Tech Support (27.6% share of program cost)	\$414
Total Consultant/Subcontractors:	\$30,848

TOTAL OPERATING COSTS: \$1,327,802

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

TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	\$2,261,841
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CONTRACT TOTAL:

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

FISCAL YEAR: 10-11		NEW		APPENDIX #:		B-3, Page 1	
LEGAL ENTITY NAME: Conard House, Inc.		PROVIDER #:		8949			
PROVIDER NAME: Rep Payee							
REPORTING UNIT NAME: Rep Payee							
REPORTING UNIT: B949RP							
MODE OF SVCS / SERVICE FUNCTION CODE: 60778							
SERVICE DESCRIPTION: Other Non-Medical Client Support Exp				#WA		TOTAL	
CBHS FUNDING TERM: 9/12/81 to 9/30/2011							
FUNDING USES:							
SALARIES & EMPLOYEE BENEFITS		525,968	0			525,968	
OPERATING EXPENSE		173,488	0			173,488	
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0	
SUBTOTAL DIRECT COSTS		0	699,456	0	0	0	699,456
INDIRECT COST AMOUNT		0	83,934	0	0	83,934	
TOTAL FUNDING USES:		0	783,389	0	0	0	783,389
CBHS MENTAL HEALTH FUNDING SOURCES:							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS - click below CFDA #:							
MHSA		40,991				40,991	
PRIOR YEAR ROLL OVER - click below							
WORK ORDERS - click below							
HSA (Human Svcs Agency)		598,348				598,348	
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		144,050				144,050	
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES:			783,389			783,389	
CBHS SUBSTANCE ABUSE FUNDING SOURCES:							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS/PROJECTS - click below CFDA #:							
Please enter other here if not in pull down							
WORK ORDERS - click below							
Please enter other here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
Please enter other here if not in pull down							
COUNTY GENERAL FUND							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES:							
TOTAL DPH REVENUES:			783,389			783,389	
NON-DPH REVENUES - click below							
TOTAL NON-DPH REVENUES		0	0	0	0	0	0
TOTAL REVENUES (DPH AND NON-DPH):			783,389			783,389	
CBHS UNITS OF SVCS/TIME AND UNIT COST:							
UNITS OF SERVICE ¹		180,000				180,000	
UNITS OF TIME ²							
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)		0.00	4.35				
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)		0.00	4.35				
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)							
UNDUPLICATED CLIENTS			800			800	

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

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

DPH 4: Operating Expenses Detail

Conard House, Inc.

APPENDIX #: B-3, Page 3
Document Date: 10/15/2010

Provider Number (same as line 7 on DPH 1): 8949RP
Provider Name (same as line 8 on DPH 1): Rep Payee

3190

Expenditure Category

Rental of Property
Utilities(Elec. Water, Gas, Phone, Scavenger)
Office Supplies, Postage
Building Maintenance Supplies and Repair
Printing and Reproduction
Insurance
Staff Training
Staff Travel-(Local & Out of Town)
Rental of Equipment
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)
Consultant - Thomas Rogat - Clinical Supervision \$100 hour
Consultant - P. Boyle - research for suitable Coops \$85 hour
Consultant - Security - 1st of month check distribution (N&S)
Consultant - Legal Svcs; tenant and HR issues; hourly rate varies by job
Consultant - A. Kutik, Committee for Supported Self Mgmt \$85 hour, 6 month job
Consultant - S. Little, CBHS contract support \$85 hour
Consultant - Tech Support
ML Properties (Coops) - Tenant Rent Subsidies
OTHER
Furnishings - under \$5000 (non-capital items)
Tenant deposits (to secure Coop rental units)
Client Expense (bank reconciliation fees, check cashing fees; client transportation; other client exp)
Client Expense - Food (Residential program only)
TB Testing
LOC - Interest
Courier Services
Miscellaneous

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: MHSA		WORK ORDER H.S.A.	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011		Term: July 1, 2010 - June 30, 2011	
\$ 37,820.04	1,248	32,185		4,387	
\$ 18,500.02	722	15,241		2,537	
\$ 11,051.14	586	8,405		2,060	
\$ 11,087.63	685	7,995		2,408	
\$ -	0	0		0	
\$ 5,312.37	42	5,125		146	
\$ 1,415.32	41	1,230		144	
\$ 902.00	18	820		64	
\$ 5,327.54	272	4,100		956	
	0				
\$ -	0	0		0	
\$ -	0	0		0	
\$ 3,180.00	0	3,180		0	
\$ 1,859.00	80	1,500		279	
\$ -	0	0		0	
\$ -	0	0		0	
\$ -	0	0		0	
\$ -	0	0		0	
\$ -	0	0		0	
\$ 1,508.80	9	1,458		32	
\$ -	0	0		0	
\$ 74,093.00	3,122	60,000		10,971	
\$ 118.00	25	0		92	
\$ 410.00	0	410		0	
	0				
\$ 512.09	113	0		399	
\$ 391.00	87	0		304	
	0				
TOTAL OPERATING EXPENSE	\$173,488	\$7,051	\$141,659	\$0	\$24,778
				\$0	

CBHS BUDGET JUSTIFICATION (B-3)

Conard House, Inc
 Provider Number (same as line 7 on DPH 1): 8949RP Appendix #: B-3, Page 4
 Provider Name (same as line 8 on DPH 1): Conard House Document Date: 10/16/2010
 October 14, 2010 Fiscal Year: 7/1/2010 - 6/30/2011

1.0 FTEW

Basic Data

and Benefits	Salary	FTE
SHCS	\$8,778	0.038
Asso Direct Oper SHCS	\$2,385	0.041
Asso Director CIS	\$467	0.008
Manager CIS	\$352	0.008
CIS Support Tech	\$295	0.008
Carecase FIU	\$26,625	0.684
Sr Asst Mgr FIU	\$24,855	0.662
Sr Asst Mgr FIU	\$21,130	0.662
Account Mgr FIU Relief	\$7,387	0.058
Asso Director OP Services	\$7,017	0.123
Program Director, Intake Coord, Lync Sr Cal	\$18,197	0.410
Sr Program Director	\$37,139	0.776
Case Manager 1	\$242,719	7.055
Messengers	\$11,242	0.480
Non-clinical staffing and share of costs		
TOTAL SALARIES	\$404,500	10.904

- 60,217 Supervise Supportive Housing and Rep Payee program
- 58,180 Provide support for Director SHCS, Deputy Safety Officer
- 57,006 Supervise Client Information Services: UOS billing and management of FIU client funds
- 42,042 Manage technical services for client billing including arduous services for computer copiers and printers set up and troubleshooting, interoffice communications (telephone and internet)
- 36,000 Provide technical assistance to CIS Manager
- 45,435 Supervise Fiscal Intermediary Unit - manage client deposits and disbursements as requested by program staff
- 36,258 Fiscal services for client funds - gatekeeper
- 38,258 Fiscal services for client funds - gatekeeper
- 34,402 Support fiscal services for client funds - gatekeeper
- 67,051 Supervise Program Directors for assigned sites; review client case files, ensure integrity of UOS billings
- 44,382 Program Directors supervise site staff, review UOS billing, ensure health and safety issues are addressed at their site
- 47,822 Senior Program Directors provide same services as Program Directors for more complex programs
- 34,405 CM's primary responsibility is to support Case Management functions, occasional billing UOS
- 22,942 Clients hired to move interoffice mail between sites

FIGAMED 7.6%	\$30,891
Worker's Compensation (medical rates most sites - 0.63%)	\$2,144
Employer 120 Cafeteria plan (5559 @ month per FTE, 16% increase May 1, 2011)	\$75,091
Other - UI, Employer match Retirement (20%), misc - HCSA/HCSB	\$13,191
TOTAL BENEFITS	\$121,578

TOTAL SALARIES & BENEFITS \$526,078

Operating Expenses
 Formulas to be expressed with FTE's, square footage, or % of program within agency - not as a total amount divided by 12 Occupancy:

Premises rental (3 sites: North, South, South2) at 41% of Rep Payee cost	\$37,820
Utilities and Telephone 41% of Rep Payee program cost	\$18,500

Bidder Maintenance:	
Bldg maintenance - 41% of shared Rep Payee cost	\$11,088

Total Occupancy: \$67,408

Other expenses:	
Utilities - 41% of shared Rep Payee cost	\$11,051
gas under \$5000 - 41% of shared Rep Payee cost	\$1,509
print expenses - 41% of shared Rep Payee cost	\$12,462

Program Medical Supplies:	
Client Expense (bank reconciliation fees, check cashing fees; client transportation; other client exp - shared cost is proportionate to dollar value of client deposits and disbursements by program; none of the cost is MediCal eligible, therefore is not shared cost with any outpatient service allocation.	\$74,093

Total Materials and Supplies: \$88,084

General Operating:	
Insurance:	
Share of commercial policy insurance including professional liability, crime, liability and commercial blanket bond (41% of shared Rep Payee cost)	\$ 5,312

Staff Training:	
Inservice training including cultural competency, safety (41% share of Rep Payee cost)	\$ 1,416

Rental of Equipment:	
copiers 41% share of Rep Payee site cost	\$ 5,328

Total General Operating: \$12,056

Staff Travel (Local & Out of Town):	
Travel including mileage, parking, tolls, public transit 41% share of Rep Payee program cost	\$ 902

\$902

Consultants/Subcontractors:	
Consultant - Security - 1st of month check distribution (N&S) 41% share of Rep Payee cost	\$3,180
Consultant - Legal Svcs HR issues; hourly rate varies by job 41% share of Rep Payee cost	\$1,898

Total Consultants/Subcontractors: \$5,078

TOTAL OPERATING COSTS: \$173,488

CAPITAL EXPENDITURES: (if needed - A total maximum of \$5,000 or more)	\$0
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DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$308,456

CONTRACT TOTAL:

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

FISCAL YEAR: 10-11		APPENDIX #: B-4 Page 1				
LEGAL ENTITY NAME: Conard House, Inc.		PROVIDER #: 8949				
PROVIDER NAME: New Coops Start-up						
REPORTING UNIT NAME:	New Coops Start-up					
REPORTING UNIT:	8949SH					
MODE OF SVCS / SERVICE FUNCTION CODE:	60/71					
SERVICE DESCRIPTION:	CS-Client Hsng Operating Exp	#N/A	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	7/1/2010 - 6/30/2011					
FUNDING USES:						
SALARIES & EMPLOYEE BENEFITS	0					0
OPERATING EXPENSE	118,700					118,700
CAPITAL OUTLAY (COST \$5,000 AND OVER)	0					0
SUBTOTAL DIRECT COSTS	118,700	0	0	0	0	118,700
INDIRECT COST AMOUNT	14,244					14,244
TOTAL FUNDING USES:	132,944	0	0	0	0	132,944
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	132,944					132,944
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES						
132,944						
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below	CFDA #:					
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL DPH REVENUES						
132,944						
NON-DPH REVENUES - click below						
TOTAL NON-DPH REVENUES						
0						
TOTAL REVENUES (DPH AND NON-DPH)						
132,944						
CBHS UNITS OF SVCS/TIME AND UNIT COST:						
UNITS OF SERVICE ¹	N/A					
UNITS OF TIME ²						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	Cost Reimb	0.00	0.00	0.00	0.00	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	Cost Reimb	0.00	0.00	0.00	0.00	
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS	40					

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

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

CBHS BUDGET JUSTIFICATION (B-4)

Provider Number (same as line 7 on DPH 1):	8949SH	Appendix B-4, Page 5
Provider Name (same as line 8 on DPH 1):	New Coops Start-up Costs	Document Date: 10/15/2010
Date: October 15, 2010	Fiscal Year:	7/1/2010 - 6/30/2011

Salaries and Benefits	Salaries	FTE
TOTAL SALARIES	\$0	
TOTAL BENEFITS	\$0	

TOTAL SALARIES & BENEFITS \$0

Operating Expenses

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

Occupancy:

Rent (OTHER)
 Tenant Deposits and Last Month's rent 25 - 40 beds (8 - 15 units) \$50,000

Total Occupancy: \$50,000

Materials and Supplies:

Office Supplies:

Furnishings (under \$5000)
 Common area furniture and bedroom furnishings 25 -40 beds (8 - 15 units) \$50,000

Printing/Reproduction:

Program/Medical Supplies:

Total Materials and Supplies: \$50,000

General Operating:

Total General Operating: \$0

Staff Travel (Local & Out of Town):

\$0

Consultants/Subcontractors:

Consultant - P. Boyle - locate suitable Coops 220 hours @\$85 \$18,700

Total Consultants/Subcontractors: \$18,700

TOTAL OPERATING COSTS: \$118,700

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

TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$118,700

**Appendix C
Insurance Waiver**

RESERVED

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

**Appendix D
Additional Terms**

1. HIPAA

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

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

2. THIRD PARTY BENEFICIARIES

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

3. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

4. MATERIALS REVIEW

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

Appendix E

BUSINESS ASSOCIATE ADDENDUM

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

RECITALS

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

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

1. Definitions

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

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

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

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

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

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

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

3. Termination

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

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

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

4. **Limitation of Liability**

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

5. **Disclaimer**

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

6. **Certification**

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

7. **Amendment**

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

8. Assistance in Litigation or Administrative Proceedings

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

9. No Third-Party Beneficiaries

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

10. Effect on Contract

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

11. Interpretation

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

12. Replaces and Supersedes Previous Business Associate Addendums or Agreements

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

Appendix F
Invoice

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

Appendix F
PAGE A

Control Number

Contractor: Conard House

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No.: (415) 8 Tel No.: (415) 864-7833
Fax No.: (415) 8 Fax No.: (415) 885-2344

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M10 JL 0

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: General Fund

Invoice Period: July 2010

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-4 New Coops RU# 8949SH Start Up												
60/ 71 CS-Client Hsng Operating Exp							#DIV/0!		-		#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Contractor/ Subcontractor	\$ 18,700.00	\$ -	\$ -	0.00%	\$ 18,700.00
Other: Furnishings - under \$5000 (non-capital items)	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00
Tenant deposits (to secure Coop rental units)	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00
Total Operating Expenses	\$ 118,700.00	\$ -	\$ -	0.00%	\$ 118,700.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 118,700.00	\$ -	\$ -	0.00%	\$ 118,700.00
Indirect Expenses	\$ 14,244.00	\$ -	\$ -	0.00%	\$ 14,244.00
TOTAL EXPENSES	\$ 132,944.00	\$ -	\$ -	0.00%	\$ 132,944.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

Jul New Contract 11-04

CMHS/CSAS/CHS11/4/2010 INVOICE

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

Appendix F
 PAGE A

Control Number

Contractor: Conard House

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No.: (415) 864-7833
 Fax No.: (415) 885-2344

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER : MD7 JL 0

CLBlanket No.: BPHM TBD

CLPO No.: POHM TBD User Cd TBD

Fund Source: HSA Work Order

Invoice Period : July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

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

*Unaudited Counts for AIDS Use Only.

DELIVERABLES Program Name/Rept. Unit Modality/Mode # - Svc Func (Asx Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-2.1 Outpatient Services (Supportive Housing) RI# 88492												
15/ 01 - 09 15-01 Case Management(Brokerage)	859				\$ 2.02	\$ -	0.000		0.00%		859.000	1,735.1
15/ 10 - 59 15-10 Mental Health Collateral	5,540				\$ 2.61	\$ -	0.000		0.00%		5,540.000	14,459.40
15/ 10 - 59 15-30 Mental Health Assessment	7,209				\$ 2.61	\$ -	0.000		0.00%		7,209.000	18,815.49
15/ 10 - 59 15-40 Mental Health Individual	74,175				\$ 2.61	\$ -	0.000		0.00%		74,175.000	193,596.75
15/ 10 - 59 15-50 Mental Health Group	37,534				\$ 2.61	\$ -	0.000		0.00%		37,534.000	97,963.74
15/ 10 - 59 15-70 Crisis Intervention	682				\$ 3.68	\$ -	0.000		0.00%		682.000	2,646.16
TOTAL	125,999		0.000				0.000		0.00%		125,999.000	\$ 329,216.72

SUBTOTAL AMOUNT DUE \$ -
 Loss: Initial Payment Recovery
 (For use) Other Adjustments
 NET REIMBURSEMENT \$ -

NOTES:
 \$70,860.00 - DEAP-SSI Funding

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

Signature: _____ Date: _____

Title: _____

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

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
PAGE A

Control Number

Contractor: Conard House
 Address: 1385 Mission Street, San Francisco, CA 94103
 Tel No: (415) 864-7833
 Fax No.: (415) 885-2344

INVOICE NUMBER :
 CI Blanket No.: BPHM
 CI PO. No.: POHM
 Fund Source:
 Invoice Period:
 Final Invoice: (Check if Yes)
 ACE Control Number:

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

PHP Division: Community Behavioral Health Services

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

*Unduplicated Counts for M03 Use Only

DELIVERABLES Program Name/Reprg. Unit Modality/Mode # - Svc Func (M03 Use Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
Rep Payee RW# B949RP												
78 Other Non-Medical Client Support Svcs	8,423				\$ 4.35	\$ -	0.000		0.00%		\$ 423,000	\$ 40,990.05 \$ 40,990.05
2.1 Outpatient Services (Supportive Housing) RW# B949Z												
15/ 01 - 09 15-01 Case Management Brokerage	82				\$ 2.02	\$ -	0.000		0.00%		52,000	105.04
15/ 10 - 59 15-10 Mental Health Collateral	340				\$ 2.61	\$ -	0.000		0.00%		340,000	887.40
15/ 10 - 59 15-30 Mental Health Assessment	442				\$ 2.61	\$ -	0.000		0.00%		442,000	1,153.62
15/ 10 - 59 15-40 Mental Health Individual	4,549				\$ 2.61	\$ -	0.000		0.00%		4,549,000	11,872.89
15/ 10 - 59 15-50 Mental Health Group	2,302				\$ 2.61	\$ -	0.000		0.00%		2,302,000	6,008.22
15/ 10 - 59 15-70 Crisis Intervention	42				\$ 3.88	\$ -	0.000		0.00%		42,000	162.96 \$ 20,190.13
TOTAL	17,150		0,000				0,000		0.00%		17,150,000	\$ 61,180.18

SUBTOTAL AMOUNT DUE \$
 Less: Initial Payment Recovery
 (Per DEHHS) Other Adjustments
 NET REIMBURSEMENT \$

NOTES

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

Signature: _____ Date: _____
 Title: _____

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

DPH Authorization for Payment

 Authorized Signatory Date

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

Appendix F
 PAGE A

Control Number

Contractor: **Conard House**

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No: (415) 864-7833
 Fax No (415) 865-2344

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER : MO1 JL 0

CL Blanket No.: BPHM TBD

CLPO. No.: POHM TBD User Cd TBD

Fund Source: General Fund

Invoice Period : July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

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

Unduplicated Clients for ADS Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (see only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables		
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS	
B-1 Jackson St. Residential Treatment Tx													
05-65 Adult Residential					\$ 160.99	\$ -	0.000		#DIV/0!		0.000		\$ -
60-40 Room & Board City GF					\$ 23.21	\$ -	0.000		#DIV/0!		0.000		\$ -
60-40 Room & Board Client					\$ 13.18	\$ -	0.000		#DIV/0!		0.000		\$ -
B-2.1 Outpatient Services (Supportive Housing) RU# 89492													
15/ 01 - 09 15-01 Case Management Brokerage	6,703				\$ 2.02	\$ -	0.000		0.00%		6,703.000		17,560.06
15/ 10 - 59 15-10 Mental Health Collateral	56,119				\$ 2.61	\$ -	0.000		0.00%		56,119.000		146,470.59
15/ 10 - 59 15-30 Mental Health Assessment	73,022				\$ 2.61	\$ -	0.000		0.00%		73,022.000		190,587.42
15/ 10 - 59 15-40 Mental Health Individual	751,276				\$ 2.61	\$ -	0.000		0.00%		751,276.000		1,980,830.36
15/ 10 - 59 15-50 Mental Health Group	380,163				\$ 2.61	\$ -	0.000		0.00%		380,163.000		982,225.43
15/ 10 - 59 15-70 Crisis Intervention	6,811				\$ 3.88	\$ -	0.000		0.00%		6,811.000		26,814.68
B-2.2 Supportive Housing RU# 89488H													
60/ 78 SH Service Days	149,600				\$ 15.65	\$ -	0.000		0.00%		149,600.000		2,341,240.00
Support Svcs 60-78 Client Fees					\$ 0.13	\$ -	0.000		#DIV/0!		0.000		\$ -
Support Svcs 60-78 GF					\$ 12.65	\$ -	0.000		#DIV/0!		0.000		\$ 2,341,240.00
TOTAL	1,425,794		0.000				0.000		0.00%		1,425,794.000		\$ 5,675,748.54

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

NOTES

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

Signature: _____ Date: _____
 Title: _____

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

DPH Authorization for Payment

 Authorized Signatory Date

Appendix G

Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors

9-06

Introduction

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

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

Dispute Resolution Procedure

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

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

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

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The

Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

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

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

Appendix I

Emergency Response

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

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID PC
CONARDEDATE (MM/DD/YYYY)
02/11/10

PRODUCER
Chapman
 License #0522024
 P. O. Box 5455
 Pasadena CA 91117-0455
 Phone: 626-405-8031 Fax: 626-405-0585

INSURED

Conard House, Inc.
 1385 Mission Street, Suite 230
 San Francisco CA 94103-2623

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	PHPK528719	02/11/10	02/11/11	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY \$ 1000000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3000000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3000000
					Emp Ben. 1000000
A	AUTOMOBILE LIABILITY	PHPK528719	02/11/10	02/11/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY	PHUB298235	02/11/10	02/11/11	EACH OCCURRENCE \$ 7000000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 7000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10000				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					WC STATU-TORY LIMITS OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>					E.L. EACH ACCIDENT \$
If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE \$
OTHER					E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers Liability	PHSD490996	02/11/10	02/11/11	Limit \$5,000,000 Ded. \$0/\$25,000

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

Re: CBHS Contract. City & County of San Francisco, Its Officers, Agents & Employees are named additional insured, but only insofar as the operations under this contract are concerned. General Liability and Auto Liability are primary insurance to any other insurance available to the additional insureds and that insurance applies separately to each insured. (Contd)

CERTIFICATE HOLDER

CANCELLATION

CCSFCBH City & County of San Francisco Comm. Behavioral Health Serv. Dept of Public Hlth, S. Tandoc 1380 Howard Street San Francisco CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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NOTEPAD:

HOLDER CODE CCSTCAN
INSURED'S NAME Conard House, Inc.

CONARD
OPJD PC

PAGE 3
DATE 02/11/10

10 day notice of cancellation for non-payment of premium.

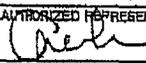


ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID PC CONARDB:	DATE (MM/DD/YYYY) 07/13/09
PRODUCER Chapman License #0522024 P. O. Box 5455 Pasadena CA 91117-0455 Phone: 626-405-8031 Fax: 626-405-0585		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Conard House, Inc. 1385 Mission Street, Suite 230 San Francisco CA 94103-2623		INSURER A: Everest National	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	6600000551091	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATL - IOTRY LIMITS IOTR-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

RECEIVED
 JUL 15 2009
 CMHS/CSAS OFFICE OF CONTRACT MGMT. & COMPLIANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of Coverage. 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER CITY & City & County of San Francisco Dept. of Public Health CMHS Contracts Office 1380 Howard Street, Room 442 San Francisco CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

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

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

DISCLAIMER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City & County of San Francisco, Its Officers, Agents & Employees Re: CBHS Contract.
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

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

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

Amendment of the Whole
in Committee. 12/1/10

FILE NO. 100927

RESOLUTION NO. 563-10

1 [Contract Approval - 18 Non-Profit Organizations and the University of California of San
2 Francisco - Behavioral Health Services - \$674,388,406]

3 **Resolution retroactively approving \$674,388,406 in contracts between the Department**
4 **of Public Health and 18 non-profit organizations and the University of California at San**
5 **Francisco, to provide behavioral health services for the period of July 1, 2010 through**
6 **December 31, 2015.**

7
8 WHEREAS, The Department of Public Health has been charged with providing needed
9 behavioral health services to residents of San Francisco; and,

10 WHEREAS, The Department of Public Health has conducted Requests for Proposals
11 or has obtained appropriate approvals for sole source contracts to provide these services; and

12 WHEREAS, The San Francisco Charter Chapter 9.118 requires contracts over \$10
13 million to be approved by the Board of Supervisors; and

14 WHEREAS, Contracts with providers will exceed \$10 million for a total of
15 \$674,388,406, as follows:

16 Alternative Family Services, \$11,057,200;

17 Asian American Recovery Services, \$11,025,858;

18 Baker Places, \$69,445,722;

19 Bayview Hunters Point Foundation for Community Improvement, \$27,451,857;

20 Central City Hospitality House, \$15,923,347;

21 Community Awareness and Treatment Services (CATS), \$12,464,714;

22 Community Vocational Enterprises (CVE), \$9,705,509;

23 ✓ Conard House, \$37,192,197;

24 Edgewood Center for Children and Families, \$29,109,089;

25 Family Service Agency, \$45,483,140;

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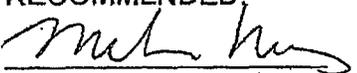
Hyde Street Community Service, \$17,162,210;
Instituto Familiar de la Raza, \$14,219,161;
Progress Foundation, \$92,018,333;
Richmond Area Multi-Services, \$34,773,853;
San Francisco Study Center, \$11,016,593;
Seneca Center, \$63,495,327;
Walden House, \$54,256,546;
Westside Community Mental Health Center, \$43,683,160;
Regents of the University of California, \$74,904,591; and

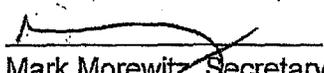
WHEREAS, The Department of Public Health estimates that the annual payment of some contracts may be increased over the original contract amount, as additional funds become available between July 2010 and the end of the contract term; now, be it

RESOLVED, That the Board of Supervisors hereby retroactively approves these contracts for the period of July 1, 2010, through December 31, 2015; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director of the Department of Public Health and the Purchaser, on behalf of the City and County of San Francisco, to execute agreements with these contractors, as appropriate; and, be it

FURTHER RESOLVED, That the Board of Supervisors requires the Department of Public Health to submit a report each June with increases over the original contract amount, as additional funds become available during the term of contracts.

RECOMMENDED:

Mitchell Katz, M.D.
Director of Health

APPROVED:

Mark Morewitz, Secretary to the
Health Commission



City and County of San Francisco

Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 100927

Date Passed: December 07, 2010

Resolution retroactively approving \$674,388,406 in contracts between the Department of Public Health and 18 non-profit organizations and the University of California at San Francisco, to provide behavioral health services for the period of July 1, 2010, through December 31, 2015.

December 01, 2010 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

December 01, 2010 Budget and Finance Committee - RECOMMENDED AS AMENDED

December 07, 2010 Board of Supervisors - ADOPTED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell and Mirkarimi

File No. 100927

I hereby certify that the foregoing Resolution was ADOPTED on 12/7/2010 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor Gavin Newsom

December 8, 2010

Date Approved

October 05, 201

5

Conard House

\$54,059,977

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>
Name of contractor: CONARD HOUSE, INC.

Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.

1. Board Members: Blair Helsing, Susan Harris MD, Wendy Yu, Alan Shipley, John Moranville, Eddie Rodriguez
2. Richard Heasley, Exec Director; Robyn Neither, Dir of Finance; Mark Bennett, Chief Operating Officer
3. Nonprofit board members have no individual ownership interest.
4. No subcontractors .
5. No political committee affiliations.

Contractor address: 1385 Mission Street, Suite 200, San Francisco, CA 94103

Date that contract was approved:	Amount of contract: Not to exceed \$54,059,977
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Describe the nature of the contract that was approved:

Supportive Housing, Outpatient and Representative Payee Services for low-income adults with history of serious mental illness.

Comments:

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
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Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
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Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org
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Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

