

**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
FSP#: 1000010463**

This Agreement is made this 1st day of July, 2018, in the City and County of San Francisco, State of California, by and between Conard House, 1385 Mission Street, #200, San Francisco, CA 94103, a DPH non-profit entity, ("Contractor") and City.

Recitals

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP 8-2017, a Request for Proposal ("RFP") issued on August 23, 2017, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 40587-17-18 on November 20, 2017;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and Department of Public Health."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Conard House, 1385 Mission Street, #200, San Francisco, CA 94103.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2019, unless earlier terminated as otherwise provided herein.

2.2 The City has two options to renew the Agreement for a period of three and a half or five years. The City may extend this Agreement beyond the expiration date by exercising this option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1:	07/01/2019 – 12/31/2022	3.5 years
Option 2:	01/01/2023 – 12/31/2027	5.0 years

Article 3 Financial Matters

3.1 **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.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Eight Million Five Hundred Thirty Eight Thousand Seven Hundred Seventy Nine Dollars (\$8,538,779)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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 at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall

be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Federal and/or State Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, 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 between Contractor and City.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. 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 fewer 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 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 \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

If Contractor expends less than \$750,000 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.

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, 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.

3.4.3 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.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

3.6 **Reserved. (Payment of Prevailing Wages)**

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the

Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 Contractor will not employ subcontractors.

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, 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, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. 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. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City

shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment 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, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 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 Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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:

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual

Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

(c) 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.

(d) 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.

(e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

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

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

(b) 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.

5.1.3 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 Section 11.1, entitled "Notices to the Parties."

5.1.4 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.

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 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.

5.1.9 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.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises 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, 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. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. 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 arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for 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.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges 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:

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 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.

8.1.2 Upon receipt of the notice of termination, 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:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) 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.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) 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.

8.1.3 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:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

(c) 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.

(d) 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.

8.1.4 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 Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
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4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) 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; (iii) makes an assignment for the benefit of its creditors; (iv) 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 (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) 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, (ii) 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 (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 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, where applicable, 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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **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.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall 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.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. 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 employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

10.11 Limitations on Contributions. By executing 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 **Reserved. (Slavery Era Disclosure)**

10.13 **Reserved. (Working with Minors.)**

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

10.14.1 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 <http://sfgov.org/olse/fco>. 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.

10.14.2 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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T 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.

10.15 **Public Access to Nonprofit Records and Meetings.** If 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 must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **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.

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

10.19 **Reserved. (Preservative Treated Wood Products)**

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 410 San Francisco, California 94102	e-mail: stephanie.hon@sfdph.org
And:	Valerie Wiggins CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 TH FLOOR SAN FRANCISCO, CA 94103	e-mail: valerie.wiggins@sfdph.org
To CONTRACTOR:	CONARD HOUSE 1385 MISSION STREET, #200 SAN FRANCISCO, CA 94103	e-mail: Rheasley@conard.org

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.

11.7 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.

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

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules 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.

11.11 **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.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 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.

12.2 **Exclusion Lists and Employee Verification.** Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists will be retained for seven years.

12.3 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.

12.4 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.

12.5 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 site. 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.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing 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 or confidential information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.

13.3 Business Associate Agreement.

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, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

- 1. Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
 - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE

FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

- 2. **NOT do any of the activities listed above in subsection 1;**
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

13.4 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.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

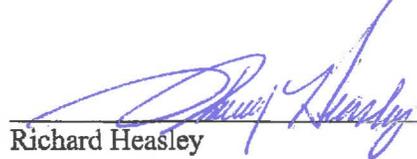
Recommended by:



Greg Wagner
Acting Director of Health
Department of Public Health

CONTRACTOR

Conard House



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

Supplier ID: 22403

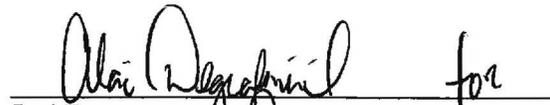
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Virginia Dario Elizondo
Deputy City Attorney

Approved:



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

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: Reserved
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution
- H: The Declaration of Compliance

Received By:
OCT 15 '18 PM 1:53
Purchasing Department

Appendix A
Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

For services solicited under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

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.

For contracts for the provision of services at San Francisco General or Laguna Honda Hospital and Rehabilitation Center, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

G. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease 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.

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

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

H. 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."

2. Description of Services

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Detailed description of services are listed below and are attached hereto

Appendix A-1 Outpatient Services/Supportive Housing

Appendix A-2 Rep Payee

3. Services Provided by Attorneys. Any services to be provided by a law firm or attorney to the City 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.

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 Codes: 89492 Conard House Outpatient Services
89495H Conard House Supportive Housing
Website Address: www.conard.org
Executive Director/Program Director: Richard Heasley, MPA , Executive Director
Louise Foo, PhD, Director of Clinical Services
Telephone: 415/864-7833
Email Address: rheasley@conard.org
louise@conard.org

2. Nature of Document (check one)

Original Contract Amendment Internal Contract Revision

3. Goal Statement

To provide a full range of mental health services (assessment, plan development, individual, group, rehabilitation, collateral), case management, crisis services, representative payee/money management, community support, and community building to adults, of all ethnicities and populations, with a special focus on the unique needs of those 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

Conard House Outpatient Services and Supportive Housing Program is designed to meet the unique services of adult residents of San Francisco, ages 18 and older, with chronic and severe mental health conditions, who are residents of Conard House or other housing, and meet BHS criteria for Medical Necessity and Functional Impairments; and, have the ability to maintain independent living without hospitalization, or becoming homeless would be greatly enhanced by the provision of Case Management, Mental Health, and Crisis Services.

The Cooperative Apartment Program provides supportive housing and offers outpatient needs, with a focused expertise in, serving 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.

In addition, under this contract Conard House provides psychosocial support services at the Plaza Apartments, a supportive housing facility opened January 2006, jointly operated by the Plaza Apartments Associates LP (owner), San Francisco Department of Homelessness and Supportive Housing - Direct Access to Housing Program (DAH), and John Stewart Property Management Company.

Across all sites, approximately 96.33% 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 3.67% are funded by the County General Fund revenue in this contract.

5. Modalities/Interventions

Outpatient Services (OP):

The CRDC Modes of Service for Reporting Unit 89492 are:

- 15-01 Case Management Brokerage
- 15-10 Mental Health Services – Collateral
- 15-30 Mental Health Services – Assessment
- 15-30 Mental Health Services – Plan/Development
- 15-40 Mental Health Services – Individual Therapy
- 15-40 Mental Health Services – Individual Rehabilitation
- 15-50 Mental Health Services – Group Therapy
- 15-40 Mental Health Services – Group Rehabilitation
- 15-70 Crisis Intervention
- 45-Outreach (Community Mental Health Education and Consultation; Enhancing other agencies MH knowledge; Individual and Group non-registered clients (including residents in Conard Supportive Housing who refuse to be opened in AVATAR or residents who do not meet the medical necessity criteria to be opened in AVATAR)).

A billable Unit of Service (UOS) of eligible health services for Mode 15, as defined by the Medi-Cal Rehab Option, is one minute of service. We will use the BHS-issued codes for the relevant service according to instructions from BHS Quality Assurance and DPH Compliance Unit.

The maximum static capacity of the Outpatient Services is 450 clients. However, with some residents refusing services, others no longer meeting medical necessity, and turnover, the estimated unduplicated number of clients (UDC) opened in Avatar and receiving Outpatient Services is unchanged at 400 for this contact period.

See CRDC for details of OP UOS and UDC.

Incorporation of Health Navigation Activities in Outpatient Services:

Since 2015, we budgeted two full time equivalents for peer Health Navigators (four 20-hour positions). These Health Navigators work as needed at 7 DPH-funded Supportive Housing Sites providing Health Navigation Services. The efforts of the Health Navigators will contribute to the number of UOS for Mode 15 & Mode 45 services within OP services, namely, they provide outreach and Medi-Cal billable services to clients and residents on health navigation (e.g., when the opened client has a treatment goal in Medical/Health on his/her treatment plan and that health navigation services reduce the functional impairments as a result of clients' mental health conditions that meet the criteria of medical necessity). We provide documentation training and supervision for the Health Navigators so that they can effectively complete Medi-Cal documentation in AVATAR. Health Navigators collaborate with clients and their primary clinicians at Conard House in including Medical/Health goals (when appropriate) on their treatment plans.

Supportive Housing:

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

A billable Supportive Housing Unit of Service (UOS) 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, employment support, community orientation, community building, community meetings and resident councils, and/or milieu management.

The maximum static bed-capacity of the program is 450. Details are shown in the table below. The 106-unit Plaza Apartment program is included in the 450 -total. For FY18-19 the number of Coop beds is 68, down 4 as one master-lease Coop was lost. This may change further because Coop landlords may terminate their "commercial" leases with Conard House Inc. or because of Conard House may choose not to renew "commercial" leases if leasing cost increases are exorbitant.

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 487 for this contact period.

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

Intake Coordinator and Case Managers will open each client in the Avatar System at the beginning of a client's 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 San Francisco Behavioral Health System. Conard House uses Property Management Rent Rosters to determine the total number of supported housing days delivered for the purpose of invoicing and monitoring aggregated actual Units of Service against aggregated contracted Units of Service.

Supportive Housing Sites	Static Resident Capacity (# of beds)	Annual Unduplicated SH Residents	Supportive Housing Days (90% Capacity) (12 months 7/1/18 to 6/30/19)	Total Outpatient Hours (12 months 7/1/18 to 6/30/19)	Medi-Cal Outpatient Hours (12 months 7/1/18 to 6/30/19)
Jackson Street	8	8	2,628		
Coops	68	71	22,338	1,814	1,754
El Dorado	57	60	18,724	1,680	1,623
Washburn	22	27	7,227	1,702	1,644
Midori	77	81	25,295	1,667	1,611
Lyric	58	61	19,053	1,743	1,684
Jordan	54	57	17,739	870	841
Plaza	106	122	34,821	1,587	1,534
Annual Subtotal # of beds:	450				
Annual SH UDC:		487			
Supportive Housing Total Days:			147,825		
SH Intakes:				688	665
Hourly rounding adjustments:					
OP Subtotal Hours				11,751	
Medi-Cal OP Mode 15 Subtotal Hours					11,356
12mos projected UDC:				246	
Mode 45 Total Hours				516	N/A
DPH Total Hours				12,267	11,356
Mode 15 Total OP minutes				705,078	
Mode 15 Total Medi-Cal minutes					681,344

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 and health navigation services relating to clients' severe and chronic mental health conditions 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 over 50 years and SRO housing and social rehab options for almost 30 years to San Franciscans with severe and chronic mental health conditions.

Outpatient Services are available to Supportive Housing clients who meet the criteria for Medical Necessity and 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, 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 hospitalizations.

B. Admission Criteria and Process:

Those eligible for the Supportive Housing Program are individuals who have chronic and severe mental health conditions and functional impairments whose lives would remain more stable, without hospitalization or homelessness, with the provision of Case Management, Mental Health, and Crisis Services. Client/residents are assessed at entry to Supportive Housing for history/needs/goals relating to mental and functional status. The Conard House Sr. Case Manager II, functions as an Intake Coordinator and 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 Director of Clinical Services and site Program Directors. Shelter Plus Care refers tenants to the Lyric Hotel and some beds at the Midori and El Dorado Hotels. John Stewart Company, the Property Management company 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.

Health Navigators conduct screenings and assessments of clients' health navigation needs according to Pacific Clinics/University of Southern California Health Navigation Program. All Outpatient Health Navigators are certified by this program. They follow procedures outlined in this program with the main goal of empowering clients to navigate the complex health system independently. Using the PC/USC program materials, Health Navigators assist clients in communicating effectively with their medical/dental/or optometry providers. Health Navigators assist clients in setting health care goals, wellness goals and collaborate with clients in achieving those goals.

Conard House Outpatient clients who only need escort to medical appointments but do not desire to learn skills in navigating the health care system, are not appropriate for enrollment in the Health Navigator program. However, as long as the Outpatient client is willing to engage and attend the screening and assessment sessions, Health Navigators are willing to assist with making appointments, attending appointments with clients, as well as role modeling and coaching clients to be more independent as they interact with their various health care providers. "For Them, With Them, By Them" captures the spirit of this program.

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. Under this restriction, the SH program does

not provide psychiatric medication treatment and cannot dispense or monitor medication for clients.

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 and substance use treatment.

Generally, hotel clinical staff work from 9:00 AM to 5:00 PM, Monday through Friday. At the Washburn, we have shifts for staff that are from 11 AM to 7 PM as well as 9 AM to 5 PM. Desk clerks provide coverage after hours and on-weekends in our Support Service Hotels. The Director of Supportive Housing and Community Services, Director of Clinical Services, Associate Clinical Directors, Operations Director, and Program Directors – all carry cell phones to respond to emergent clinical & staff situations at program sites. All staff are 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 static capacity is 374 SRO hotel residents. The Co-op Apartment Program has a static capacity of 68 residents. Jackson Street has a static capacity of 8 residents. The total static capacity is 450 residents

The total static capacity of residents served in the Supportive Housing Program 450.

Co-operative Apartments Office 2441 Jackson Street San Francisco, CA 94115 346-6384 (Capacity: 68)	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 988 Howard Street San Francisco, CA 94103 344-0527 (Capacity:106)	Washburn Residence 38-42 Washburn Street San Francisco, CA 94103 864-8701 (Capacity: 22)

The Plaza Apartments are part of the Direct Access to Housing (DAH) program under the Department of Homelessness and Supportive Housing. 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 or non 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 tenants and clients in maintaining their housing, acquiring basic living skills, and coordinating with other services.
- Refers clients to pre-vocational program, vocational programs including employment and volunteer opportunities and academic programs.
- 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.
- Refer clients in Washburn Transitional Residence to 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 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 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.

C. Please see Conard House Budget on Appendix B.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled AOA Performance Objectives FY 18-19.

Note:

1. Because Conard House Outpatient Services changed its RU from 3862OP to 89492 on July 2, 2007, INSYST had reclassified all clients in 3862OP to have the new admission date of July 2, 2007. When San Francisco Behavioral Health Services (BHS) issued a new policy of revising the due date of annual anniversary documentation to the opening date of the clients, Conard House Outpatient Services had received permission from BHS to create an internal log so that clients with an opening date of 7/2/2007 will have the anniversary date of the date of the last completed treatment plan at the time of this change. For example, if the client has an admission date of July 2, 2007, the last treatment plan completed was October 10, 2014. October 10 will be the anniversary date of this client, not July 2. Conard House Outpatient Services staff understand they have to follow the internal log for clients opened on 7/2/2007 and for clients who ARE NOT opened on July 2, 2007, they need to follow BHS's policy of completing annual anniversary documentation on their admission date, and that they will use the AVATAR Treatment Plan Due Date Report to track these treatment plan due dates.

The AVATAR Treatment Plan Due Date Report is not accurate for Conard House Outpatient Services clients when their opening date is 7/2/2007. Furthermore, the percentages of expired treatment plans calculated by AVATAR based on this AVATAR Report are not accurate in measuring our performance objective on the criteria on the timeliness in completing treatment plans and other anniversary documentation.

2. BHS had informed all outpatient clinics to close clients who have Medi-Care Part B and or Part C (HMO) and Medi-Cal (Medicaid) and refer these clients to the HMO's that they have signed up. Conard House Outpatient Services had received permission from BHS on January 8, 2016 to continue to provide mental health services, targeted case management brokerage, and crisis services to these clients and not to discharge them from Conard House Outpatient Services in that Conard House outpatient clients are residents who reside in our Supportive Housing sites and that Conard House Outpatient Services are not provided in an outpatient clinic setting.

8. Continuous Quality Assurance and Improvement

A Quality Assurance and Improvement Project for Conard House Outpatient and Supportive Housing Services in FY18 -19 will be proposed and implemented. We will submit this Project for Conard Board approval at a Conard House Board Meeting. Additionally, the following CQA/CQI activities continue:

A. Achievement of contract performance objectives.

Program Directors, Associate Clinical Directors, and Director of Supportive Housing and Community Services, and the Director of Clinical Services meet monthly to discuss program operations and the collection of data to track performance objectives. Director of Clinical Services and Associate Clinical Directors and Program Directors track Avatar 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. The Director of Clinical Services will submit the a description of our internal audit procedures to BOCC .

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.

Clients receiving Conard House Outpatient Services participate in BHS Mental Health Consumer Perception Surveys two times each year. The Director of Supportive Housing and Community Services and Director of Clinical Services will review program results and incorporate feedback to the 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
Website Address: www.conard.org

Executive Director/Program Director: Richard Heasley, MPA, Executive Director
Liliana Suarez, Director, Supportive Housing &
Community Services
Telephone: 415/864-7833
Email Address: rheasley@conard.org
liliana@conard.org

2. **Nature of Document (check one)**
 Original Contract Amendment Internal Contract Revision

3. **Goal Statement**

The goal of Conard House Rep Payee Services is to help eligible clients, of all ethnicities and populations, establish and manage their public income benefits by providing representative payee and money management services to those in the San Francisco mental health system and Human Services Agency County Adult Assistance Program (CAAP). These services are funded by BHS, DEAP, 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 Conard House Rep Payee 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**

This program serves San Francisco residents of all ethnicities and populations, and is designed to specifically address the needs of adult, ages 18 and older, with mental health diagnosis and who need representative payee services; and secondly, adults enrolled in the County Adult Assistance Program, who are in the process of receiving

Social Security benefits. The total static capacity of the population served is 692, and broken down by the following funding sources, shown in the table below.

Community Services Rep Payees by Funding Source	Allocated by Rev Ratios	Static Client Capacity	Max Undupl Clients	Annual Service Days
BHS Clients				
BHS Rep Payee	30.28%	210	221	68,985
DEAP	11.75%	81	85	26,609
MHSA	3.60%	25	26	8,212
BHS Subtotal	45.63%	316	332	103,806
HSA Work Order	54.37%	376	395	123,516
DPH Contract Total	100.00%	692	727	227,322

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 business days in the contract period that a client is enrolled in the Rep Payee Services Program.

Under CRDC Mode/SFC 60-78, the Rep Payee Program will deliver 105,120 Service Days over the 12 months of the annual FY18-19 contract period. Service days are discounted at 90% to allow for 10% regular vacancies, the net result of the rate of discharges, referrals and vacancies. The Table above shows the Service Days detail by funding source. If the rate of discharges decreases, and the rate of eligible DPH or HSA referrals increases, Conard House agrees to enroll eligible clients to maintain a static capacity of up to 692 clients.

The Service Day Rate as shown in Appendix B-2 is a single composite rate used for all 12 months. The same single rate applies to each funding source. The Service Day Rate is the Total Annual Cost, \$1,803,120, divided by the Total Annual Service Days, 227,322. The Service Day Rate per enrollee per day is \$7.59.

For BHS, DEAP, MHSA and Work Order clients will be maintained at a static capacity of 692. With a turnover rate over 5%, a variable stream of eligible referrals, the maximum unduplicated number of people served in in the contract period is estimated at 727.

6. Methodology

A. Admission Criteria and Process:

Referrals will come exclusively from BHS or HSA designated programs.

For BHS Referrals:

Formerly, all referrals for Conard House Rep Payee Services were handled by BHS Adult/Older Adult System of Care with the Adult/Older Adult Program Manager being the point of contact. As of FY17/18, Conard House takes all referrals to Rep Payee services from DPH Mental Health Providers, both Civil Service and Contractors, including Integrated Case Management & ICM step down programs. Additionally, HSA designated units can make direct referrals to Conard House for client Rep Payee services. The new process implemented is as follows:

1. DPH authorized Providers will fill out the Conard House Rep Payee Referral Form completely.
2. DPH authorized Providers will fax referral forms to Conard House Rep Payee Program's point of contact: **Attention: Conard House Associate Dir. of Operations.**
3. The Conard House Associate Dir. of Operations, as the point of contact will complete the Placement Status section of the referral form having determined the appropriate slot based on referral source and space availability.
4. Conard House Rep Payee program will notify referring DPH authorized provider of referral status (acceptance to program or placement on waitlist).
5. Conard House Rep Payee program will work with DPH authorized provider to schedule intake appointment.
6. Conard House Rep Payee program will report monthly to BHS A/OA Program Manager the following information: Total number of active slots with referral source, number of slots available per referral source, number of clients opened and closed that month by referral source, number of clients on waitlist with referral source.

For HSA referrals:

1. HSA staff will contact the Dir. of Operations to schedule intake appointment.
2. Dir. of Operations will inform Community Services Program of intake appointment.
3. Case Manager will travel to the CAAP office and complete intake paperwork.
4. HSA staff will accompany clients to CS-South for no-shows or any rescheduled appointments.

B. Service Delivery Model:

The service model is centered on the working relationship between the consumer 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 consumers 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 service providers
- (4) Meet regularly with clients and collaborate with staff of other programs that provide services to clients. Inform outside providers of consumer emergency situations or other issues affecting consumers' ability to live independently in the community.
- (5) Disburse checks directly and timely to each client's landlord and ensure timely payment of utility bills.
- (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) As of July 2018, Conard House will assume the responsibility to enter client demographics into BHS Avatar (opening and closing services). Conard House Rep Payee data will allow other BHS providers to improve the quality of the coordination of client services within the continuum of care.

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

Rep Payee Case Managers are normally on duty from 9:00 am to 5:00 pm, Monday through Friday, although their duties, including training, 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 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 if they are not obligated to comply with the requirement from Social Security Administration that they must have someone else manage their money.

The Case Manager shall notify BHS providers 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 services will be terminated due to violence, staff notifies the BHS provider or 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 fund balances in the consumer's account.

E. Program Staffing:

Personnel totaling 20.18 FTE for the Program consist of the following positions:

Director SHP/CS	0.21
Associate Director Operations	0.75
Program Assistant	0.23
IT Manager	0.12
FIU Account Manager	1.41
FIU Account Supervisor	.70
FIU Messenger	73
FIU Senior Account Manager	0.70
Program Director II	2.91
Senior Case Manager I	2.00
Case Manager I	10.54
Fill In Case Manager	0.00
Total	20.60

The Rep Payees are responsible for the tasks listed above in Section 6.

C. The Case Managers are responsible for maintaining enrollment of up to 692 slots. The Fiscal Intermediary Unit (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 Director supervises the Program Directors. The Director of Supportive Housing & Community Services (SH/CS) provides overall direction for the management and expansion of the program.

The following staff in other Departments provides administrative direction for Rep Payee Services: the FIU-Accounts Supervisor provides direction and training for Account Managers maintaining client accounts and processing deposits and disbursements. The Program Assistant and Information Technology (IT) Manager collect data for reporting purposes. The following staff in other Departments provides administrative direction for Rep Payee Services: the FIU-Accounts Supervisor provides direction and training for Account Managers maintaining client accounts and processing deposits and disbursements. The Program Assistant and Information Technology (IT) Manager collect data for reporting purposes. Additionally, the IT Manager maintains the program's electronic client files & computer systems.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS-AOA Performance Objectives FY 18-19.

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 bi-monthly to discuss program operations and the collection of data to track performance objectives.

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

The Representative Payee Services require minimum documentation of clients' progress. However, staff document events that require medical, psychiatric, legal, or police involvement. 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 annual audits of files and quarterly audits of money management binders and report results to the Director of Operations and Director for assessment, trainings needs, and recommendations.

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.

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.

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 & 1b Outpatient Services and Supportive Housing

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 **Eight Million Five Hundred Thirty Eight Thousand Seven Hundred Seventy Nine Dollars (\$8,538,779) for the period of July 1, 2018 through June 30, 2019.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$914,869** 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 an 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, 2018 through June 30, 2019	\$7,623,910
Subtotal – July 1, 2018 through June 30, 3023	\$7,623,910
Contingency	\$914,869
Grand Total:	\$8,538,779

(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. To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Conard House for the same services and for a contract term which partially overlaps the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

E. 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.

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

G. 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	
Appendix B - DPH 1: Department of Public Health Contract Budget Summary								
DHCS Legal Entity Number (MH)	342						Page #	1
DHCS Legal Entity Name (MH)/Contractor Name (SA)	CONARD HOUSE, INC.						Fiscal Year	2018-2019
Contract CMS #	FSP #1000010463						Funding Notification Date	06/26/18
Contract Appendix Number	B-1 A	B-1 B	B-2	B-#	B-#	B-#		
Provider Number	342	342	342					
Program Name(s)	Outpatient	Supportive Housing	REP PAYEE					
Program Code(s)	89492	8949SH	8949RP					
Funding Term (mm/dd/yy - mm/dd/yy)	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19				TOTAL	
FUNDING USES								
Salaries	\$ 1,328,006	\$ 701,627	\$ 969,474				\$ 2,999,107	
Employee Benefits	\$ 445,323	\$ 220,249	\$ 315,984				\$ 981,556	
Subtotal Salaries & Employee Benefits	\$ 1,773,329	\$ 921,876	\$ 1,285,458	\$ -	\$ -	\$ -	\$ 3,980,663	
Operating Expenses	\$ 481,160	\$ 1,996,662	\$ 348,579				\$ 2,826,401	
Capital Expenses	\$ -						\$ -	
Subtotal Direct Expenses	\$ 2,254,489	\$ 2,918,538	\$ 1,634,037	\$ -	\$ -	\$ -	\$ 6,807,064	
Indirect Expenses	\$ 270,539	\$ 350,224	\$ 196,083				\$ 816,846	
Indirect %	12.0%	12.0%	12.0%				12.0%	
TOTAL FUNDING USES	\$ 2,525,028	\$ 3,268,762	\$ 1,830,120	\$ -	\$ -	\$ -	\$ 7,623,910	
						Employee Fringe Benefits %	30.9%	
BHS MENTAL HEALTH FUNDING SOURCES								
MH FED SDMC FFP (50%) Adult	\$ 1,170,004						\$ 1,170,004	
MH STATE Adult 1991 MH Realignment	\$ 1,244,616						\$ 1,244,616	
MH COUNTY Adult - General Fund	\$ 110,408	\$ 3,268,762	\$ 554,230				\$ 3,933,400	
MH COUNTY Adult WO CODB			\$ 24,268				\$ 24,268	
MH COUNTY SSI-DISABILITY EVAL ASSIST PRG			\$ 215,000				\$ 215,000	
MH MHSA (CSS)			\$ 65,898				\$ 65,898	
MH WO HSA Rep Payee Program			\$ 970,724				\$ 970,724	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 2,525,028	\$ 3,268,762	\$ 1,830,120	\$ -	\$ -	\$ -	\$ 7,623,910	
BHS SUBSTANCE ABUSE FUNDING SOURCES								
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
OTHER DPH FUNDING SOURCES								
HUH General Fund		\$ -					\$ -	
							\$ -	
							\$ -	
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL DPH FUNDING SOURCES	\$ 2,525,028	\$ 3,268,762	\$ 1,830,120	\$ -	\$ -	\$ -	\$ 7,623,910	
NON-DPH FUNDING SOURCES								
							\$ -	
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 2,525,028	\$ 3,268,762	\$ 1,830,120	\$ -	\$ -	\$ -	\$ 7,623,910	
Prepared By Roxie Uyeda/Richard Heasley				Phone Number 415-864-7833		Date prepared 07/13/18		

	A	B	C	D	E	F	G	H	
1	Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)								
2	DHGS Legal Entity Name (MH)/Contractor Name (SA) 342						Appendix #	B-1 A, Page 1	
3	Provider Name CONARD HOUSE, INC.						Page #	2	
4	Provider Number 342						Fiscal Year	2018-2019	
5							Funding Notification Date	06/26/18	
6		Program Name	Outpatient	Outpatient	Outpatient	Outpatient			
7		Program Code	89492	89492	89492	89492			
8		Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59	15/70-79	45/20-29			
9		Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Crisis Intervention	OS-Cmmty Client Svcs			
10		Funding Term (mm/dd/yy - mm/dd/yy)	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19		TOTAL	
11	FUNDING USES								
12		Salaries & Employee Benefits	167,914	1,507,603	25,119	72,693		1,773,329	
13		Operating Expenses	45,560	409,060	6,816	19,724		481,160	
14		Capital Expenses						-	
15		Subtotal Direct Expenses	213,474	1,916,663	31,935	92,417		2,254,489	
16		Indirect Expenses	25,617	230,001	3,832	11,089		270,539	
17		TOTAL FUNDING USES	239,091	2,146,664	35,767	103,506		2,525,028	
18	BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity						
20	MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	115,521	1,037,202	17,281			1,170,004	
21	MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	118,153	1,060,828	17,676	47,961		1,244,616	
22	MH COUNTY Adult - General Fund	251984-10000-1001792-0001	5,417	48,636	810	55,545		110,408	
23	MH COUNTY Adult WO CODB	251984-10000-1001792-0001						-	
25	This row left blank for funding sources not in drop-down list								
26	TOTAL BHS MENTAL HEALTH FUNDING SOURCES		239,091	2,146,664	35,767	103,506		2,525,028	
27	BHS SUBSTANCE ABUSE FUNDING SOURCES		Dept-Auth-Proj-Activity						
28									
29									
30									
32	This row left blank for funding sources not in drop-down list								
33	TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-		-	
34	OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity						
35									
36									
37	This row left blank for funding sources not in drop-down list								
38	TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-		-	
39	TOTAL DPH FUNDING SOURCES		239,091	2,146,664	35,767	103,506		2,525,028	
40	NON-DPH FUNDING SOURCES								
41									
42	This row left blank for funding sources not in drop-down list								
43	TOTAL NON-DPH FUNDING SOURCES		-	-	-	-		-	
44	TOTAL FUNDING SOURCES (DPH AND NON-DPH)		239,091	2,146,664	35,767	103,506		2,525,028	
45	BHS UNITS OF SERVICE AND UNIT COST								
46	Number of Beds Purchased (if applicable)								
47	SA Only - Non-Res 33 - ODF # of Group Sessions (classes)								
48	SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program								
49		Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)			
50		DPH Units of Service	87,923	610,316	6,839	516			
51		Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Hour	0		
52		Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.72	\$ 3.52	\$ 5.23	\$ 200.59	\$ -		
53		Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.72	\$ 3.52	\$ 5.23	\$ 200.59	\$ -		
54		Published Rate (Medi-Cal Providers Only)	\$ 2.99	\$ 3.87	\$ 5.75	\$ 220.65		Total UDC	
55		Unduplicated Clients (UDC)	23	209	3	10		246	

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Outpatient
 Program Code: 89492

Appendix #: B-1 A, Page 2

Page # 3

Fiscal Year: 2018-2019

Funding Notification Date: 06/26/18

7	8	TOTAL		MH COUNTY Adult - General Fund 251984- 10000-1001792-0001		Accounting Code 2 (Index Code or Detail)		Accounting Code 3 (Index Code or Detail)		Accounting Code 4 (Index Code or Detail)		Accounting Code 5 (Index Code or Detail)		Accounting Code 6 (Index Code or Detail)	
		FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
9	Term (mm/dd/yy-mm/dd/yy):	7/1/18-6/30/19													
9	Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
10	Director Of Clinical Services	0.66	\$ 70,645	0.66	\$ 70,645										
11	Director SHP/CS	0.47	\$ 44,187	0.47	\$ 44,187										
12	Associate Clinical Director	1.33	\$ 112,697	1.33	\$ 112,697										
13	Associate Director Operations	0.17	\$ 11,280	0.17	\$ 11,280										
14	Program Assistant	0.37	\$ 13,204	0.37	\$ 13,204										
15	Health Navigator	1.00	\$ 35,126	1.00	\$ 35,126										
16	IT Manager	0.32	\$ 19,535	0.32	\$ 19,535										
17															
18															
19															
20	Program Director I	2.04	\$ 110,027	2.04	\$ 110,027										
21	Program Director II	2.65	\$ 154,224	2.65	\$ 154,224										
22	Program Director III	0.64	\$ 37,464	0.64	\$ 37,464										
23	Senior Case Manager I	1.31	\$ 60,123	1.31	\$ 60,123										
24	Senior Case Manager II	1.31	\$ 67,197	1.31	\$ 67,197										
25	Case Manager I	8.94	\$ 387,626	8.94	\$ 387,626										
26	Case Manager II	3.61	\$ 156,654	3.61	\$ 156,654										
27	Fill In Case Manager	0.40	\$ 17,344	0.40	\$ 17,344										
28	Fill In Counselor	0.67	\$ 29,003	0.67	\$ 29,003										
29	Maintenance Technician	0.04	\$ 1,670	0.04	\$ 1,670										
30															
31															
32															
33															
34															
35															
36															
37															
38															
39															
40															
41	Totals:	25.96	\$ 1,328,006	25.96	\$ 1,328,006	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
42															
43	Employee Fringe Benefits:	33.53%	\$ 445,323	33.53%	\$ 445,323	0.00%		0.00%		0.00%		0.00%		0.00%	
44															
45	TOTAL SALARIES & BENEFITS		\$ 1,773,329		\$ 1,773,329		\$ -		\$ -		\$ -		\$ -		\$ -

	A	B	C	D	E	F	G	H
1	Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)							
2	DHCS Legal Entity Name (MH)/Contractor Name (SA) 342						Appendix # B-1 B, Page 1	
3	Provider Name CONARD HOUSE, INC.						Page # 5	
4	Provider Number 342						Fiscal Year 2018-2019	
5							Funding Notification Date 06/26/18	
6	Program Name	Supportive Housing	Supportive Housing					
7	Program Code	8949 SH	8949 SH					
8	Mode/SFC (MH) or Modality (SA)	60/78	60/78					
9	Service Description	SS-Other Non-Medical Client Support Exp	SS-Other Non-Medical Client Support Exp					
10	Funding Term (mm/dd/yy - mm/dd/yy)	7/1/18-6/30/19	7/1/18-6/30/19					TOTAL
11	FUNDING USES							
12	Salaries & Employee Benefits	921,876	-					921,876
13	Operating Expenses	1,996,662	-					1,996,662
14	Capital Expenses							-
15	Subtotal Direct Expenses	2,918,538	-					2,918,538
16	Indirect Expenses	350,224	-					350,224
17	TOTAL FUNDING USES	3,268,762	-					3,268,762
18	BHS MENTAL HEALTH FUNDING SOURCES		Accounting Code (Index Code or Detail)					
20	MH COUNTY Adult - General Fund	251984-10000-10001792-0001	3,268,762					3,268,762
21								-
23								-
24								-
25	This row left blank for funding sources not in drop-down list							
26	TOTAL BHS MENTAL HEALTH FUNDING SOURCES		3,268,762	-				3,268,762
27	BHS SUBSTANCE ABUSE FUNDING SOURCES		Accounting Code (Index Code or Detail)					
28								-
29								-
30								-
32	This row left blank for funding sources not in drop-down list							
33	TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-				-
34	OTHER DPH FUNDING SOURCES		Accounting Code (Index Code or Detail)					
35	HUH General Fund	HCHSHHOUSSGGF						-
36								-
37	This row left blank for funding sources not in drop-down list							
38	TOTAL OTHER DPH FUNDING SOURCES		-	-				-
39	TOTAL DPH FUNDING SOURCES		3,268,762	-				3,268,762
40	NON-DPH FUNDING SOURCES							
41								-
42	This row left blank for funding sources not in drop-down list							
43	TOTAL NON-DPH FUNDING SOURCES		-	-				-
44	TOTAL FUNDING SOURCES (DPH AND NON-DPH)		3,268,762	-				3,268,762
45	BHS UNITS OF SERVICE AND UNIT COST							
46	Number of Beds Purchased (if applicable)							
47	SA Only - Non-Res 33 - ODF # of Group Sessions (classes)							
48	SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
49	Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)					43,287
50	DPH Units of Service	147,825						
51	Unit Type	Start Hour or Client Day, depending on contract.	Start Hour or Client Day, depending on contract.	0	0	0		
52	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 22.11	\$ -	\$ -	\$ -	\$ -		
53	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 22.11	\$ -	\$ -	\$ -	\$ -		
54	Published Rate (Medi-Cal Providers Only)	\$ 24.32						
55	Unduplicated Clients (UDC)	487						Total UDC 487

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Supportive Housing
 Program Code: 8949 SH

Appendix #: B-1 B, Page 2

Page # 6

Fiscal Year: 2018-2019

Funding Notification Date: 06/26/18

7	8 Term (mm/dd/yy-mm/dd/yy):	TOTAL		MH COUNTY Adult - General Fund 251984- 10000-10001792-0001		Accounting Code 3 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
		FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE
	9 Position Title									
10	Director Of Clinical Services	0.34	\$ 35,931	0.34	\$ 35,931					
11	Director SHP/CS	0.24	\$ 22,451	0.24	\$ 22,451					
12	Associate Clinical Director	0.67	\$ 56,411	0.67	\$ 56,411					
13	Associate Director Operations	0.08	\$ 5,736	0.08	\$ 5,736					
14	Program Assistant	0.19	\$ 6,716	0.19	\$ 6,716					
15	Health Navigator	0.50	\$ 17,373	0.50	\$ 17,373					
16	IT Manager	0.17	\$ 9,930	0.17	\$ 9,930					
17	FIU Account Manager	0.34	\$ 14,740	0.34	\$ 14,740					
18	FIU Account Supervisor	0.17	\$ 9,282	0.17	\$ 9,282					
19	FIU Messenger	0.18	\$ 5,627	0.18	\$ 5,627					
20	Program Director I	1.02	\$ 54,919	1.02	\$ 54,919					
21	Program Director II	1.35	\$ 78,441	1.35	\$ 78,441					
22	Program Director III	0.36	\$ 20,693	0.36	\$ 20,693					
23	Senior Case Manager I	0.69	\$ 31,439	0.69	\$ 31,439					
24	Senior Case Manager II	0.69	\$ 35,139	0.69	\$ 35,139					
25	Case Manager I	4.47	\$ 193,959	4.47	\$ 193,959					
26	Case Manager II	1.82	\$ 79,092	1.82	\$ 79,092					
27	Fill In Case Manager	0.20	\$ 8,578	0.20	\$ 8,578					
28	Fill In Counselor	0.33	\$ 14,344	0.33	\$ 14,344					
29	Maintenance Technician	0.02	\$ 826	0.02	\$ 826					
40	Totals:	13.81	\$ 701,627	13.81	\$ 701,627					\$ -
43	Employee Fringe Benefits:	31.39%	\$ 220,249	31.39%	\$ 220,249					
45	TOTAL SALARIES & BENEFITS		\$ 921,876		\$ 921,876		\$ -	\$ -	\$ -	\$ -

	A	B	C	D	E	F	G	H	I
1	Appendix B - DPH 4: Operating Expenses Detail								
2									
3	Program Name: Supportive Housing						Appendix #: B-1 B, Page 3		
4	Program Code: 8949 SH						7		
5							Fiscal Year: 2018-2019		
6	Combine on Appx B						Funding Notification Date: 06/26/18		
7	Expense Categories & Line Items	TOTAL	MH COUNTY Adult General Fund 251984-10000-	Accounting Code 3 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)	
8	Term (mm/dd/yy-mm/dd/yy):		7/1/18-6/30/19						
9	Rent	\$ 100,283	\$ 100,283						
10	Utilities(telephone, electricity, water, gas)	\$ 50,823	\$ 50,823						
11	Building Repair/Maintenance	\$ 30,935	\$ 30,935						
12	Occupancy Total:	\$ 182,041	\$ 182,041	\$ -					
13	Office Supplies	\$ 24,980	\$ 24,980						
14	Furniture Replacement	\$ 576	\$ 576						
17									
18	Materials & Supplies Total:	\$ 25,556	\$ 25,556	\$ -					
19	Training/Staff Development	\$ 8,666	\$ 8,666						
20	Insurance	\$ 19,871	\$ 19,871						
21	Equipment Lease & Maintenance	\$ 31,653	\$ 31,653						
22	General Operating Total:	\$ 60,190	\$ 60,190	\$ -					
23	Local Travel	\$ 3,263	\$ 3,263						
24									
25									
26	Staff Travel Total:	\$ 3,263	\$ 3,263	\$ -					
27	Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -							
28	Beth Robinson dba Rainbow Music Therapy for Sound Connections non-clinical social rehab; Over 12 months, 44 weekly open sessions @ \$200/session = \$8,800; 88 weekly 1:1 sessions @ \$75/session = \$6,600; supplies \$610.	\$ 16,010	\$ 16,010						
29	Consultant/Subcontractor Total:	\$ 16,010	\$ 16,010	\$ -					
30	Other (provide detail):	\$ -							
31	Legal Services (client related)	\$ 2,440	\$ 2,440						
32	Client Services (food, transportation, activities fund)	\$ 12,251	\$ 12,251						
33	Transaction fees for rep. payee residents	\$ 14,793	\$ 14,793						
34	DPH Subsidy	\$ 1,679,000	\$ 1,679,000						
36	Program staff TB tests	\$ 1,118	\$ 1,118						
37		\$ -							
38	Other Total:	\$ 1,709,602	\$ 1,709,602	\$ -					
39									
40	TOTAL OPERATING EXPENSE	\$ 1,996,662	\$ 1,996,662	\$ -					

	A	B	C	D	E	F	G	H
1	Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)							
2	DHCS Legal Entity Name (MH)/Contractor Name (SA) 342						Appendix # B-2, Page 1	
3	Provider Name CONARD HOUSE, INC.						Page # 8	
4	Provider Number 342						Fiscal Year	
5							Funding Notification Date 06/26/18	
6	Program Name		REP PAYEE					
7	Program Code		8949 RP					
8	Mode/SFC (MH) or Modality (SA)		60/78					
9	Service Description		Support Exp					
10	Funding Term (mm/dd/yy - mm/dd/yy)		7/1/18-6/30/19					
11	FUNDING USES							
12	Salaries & Employee Benefits		1,285,458					
13	Operating Expenses		348,579					
14	Capital Expenses							
15	Subtotal Direct Expenses		1,634,037					
16	Indirect Expenses		196,083					
17	TOTAL FUNDING USES		1,830,120					
18	BHS MENTAL HEALTH FUNDING SOURCES		Accounting Code (Index Code or Detail)					
20	MH COUNTY Adult - General Fund		251984-10000-10001792-0001		554,230		554,230	
21	MH COUNTY Adult WO CODB		251984-10000-10001792-0001		24,268		24,268	
23	MH COUNTY SSI-DISABILITY EVAL ASSIST PRG		240645-10000-1001669-003		215,000		215,000	
24	MH MHSA (CSS)		251984-17156-10031199-0015		65,898		65,898	
25	MH WO HSA Rep Payee Program		251984-10002-10001989-0002		970,724		970,724	
26	This row left blank for funding sources not in drop-down list							
27	TOTAL BHS MENTAL HEALTH FUNDING SOURCES		1,830,120		-			
28	BHS SUBSTANCE ABUSE FUNDING SOURCES		Accounting Code (Index Code or Detail)					
29								
30								
31								
33	This row left blank for funding sources not in drop-down list							
34	TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-		-			
35	OTHER DPH FUNDING SOURCES		Accounting Code (Index Code or Detail)					
36								
37								
38	This row left blank for funding sources not in drop-down list							
39	TOTAL OTHER DPH FUNDING SOURCES		-		-			
40	TOTAL DPH FUNDING SOURCES		1,830,120		-			
41	NON-DPH FUNDING SOURCES							
42								
43	This row left blank for funding sources not in drop-down list							
44	TOTAL NON-DPH FUNDING SOURCES		-		-			
45	TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,830,120		-			
46	BHS UNITS OF SERVICE AND UNIT COST							
47	Number of Beds Purchased (if applicable)							
48	SA Only - Non-Res 33 - ODF # of Group Sessions (classes)							
49	SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				7/6/2018			
50	Payment Method		Fee-For-Service (FFS)					
51	DPH Units of Service		241,121					
52	Unit Type		Staff Hour or Client Day, depending on contract.		0		0	
53	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 7.59		\$ -		\$ -	
54	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 7.59		\$ -		\$ -	
55	Published Rate (Medi-Cal Providers Only)		\$ 8.35					
56	Unduplicated Clients (UDC)		727					
					Total UDC 727			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	Appendix B - DPH 3: Salaries & Benefits Detail															
2																
3	Program Name: REP PAYEE												Appendix #: B-2, Page 2			
4	Program Code: 8949 RP												Page #: 9			
5					J & X 604		G & U 601		I & W 603		H & V 602				Funding Notification Date: 06/26/18	
6																
7		TOTAL		MH COUNTY Adult - General Fund 251984- 10000-10001792-0001		MH WO HSA Rep Payee Program 251984-10002- 10001989-0002&MH COUNTY Adult WO CODB251984-10000- 10001792-0001		MH COUNTY SSI- DISABILITY EVAL ASSIST PRG 240645-10000- 1001669-003		MH MESA (CSS) 251984- 17156-10031199-0015		Accounting Code 5 (Index Code or Detail)		Accounting Code 6 (Index Code or Detail)		
8	Term (mm/dd/yy-mm/dd/yy):			7/1/18-6/30/19		7/1/18-6/30/19		7/1/18-6/30/19		7/1/18-6/30/19						
9	Position Title		FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
10	Director SHP/CS		0.21	\$ 19,538	0.06	\$ 5,916	0.11	\$ 10,623	0.02	\$ 2,296	0.01	\$ 703				
11	Associate Director Operations		0.75	\$ 51,056	0.23	\$ 15,460	0.41	\$ 27,759	0.09	\$ 5,999	0.03	\$ 1,838				
12	Program Assistant		0.23	\$ 8,181	0.07	\$ 2,477	0.13	\$ 4,448	0.03	\$ 961	0.01	\$ 295				
13	IT Manager		0.12	\$ 7,216	0.04	\$ 2,185	0.07	\$ 3,923	0.01	\$ 848	0.00	\$ 260				
14	FIU Account Manager		1.41	\$ 60,682	0.43	\$ 18,375	0.77	\$ 32,993	0.17	\$ 7,130	0.05	\$ 2,185				
15	FIU Account Supervisor		0.70	\$ 38,213	0.21	\$ 11,571	0.38	\$ 20,776	0.08	\$ 4,490	0.03	\$ 1,376				
16	FIU Messenger		0.73	\$ 23,196	0.22	\$ 7,024	0.39	\$ 12,612	0.09	\$ 2,726	0.03	\$ 835				
17	Program Director II		2.91	\$ 169,502	0.88	\$ 51,325	1.58	\$ 92,158	0.34	\$ 19,916	0.10	\$ 6,102				
18	Senior Case Manager I		2.00	\$ 91,560	0.61	\$ 27,724	1.09	\$ 49,781	0.24	\$ 10,758	0.07	\$ 3,296				
19	Case Manager I		11.54	\$ 500,330	3.50	\$ 151,500	6.28	\$ 272,029	1.36	\$ 58,789	0.42	\$ 18,012				
20																
21																
22																
23																
24																
25																
26																
27																
28																
29																
30																
31																
32																
33																
34																
35	Totals:		20.60	\$ 969,474	6.24	\$ 293,557	11.20	\$ 527,103	2.42	\$ 113,913	0.74	\$ 34,901				\$ -
36																
37	Employee Fringe Benefits:		32.59%	\$ 315,984	32.59%	\$ 95,680	32.59%	\$ 171,801	32.59%	\$ 37,128	32.59%	\$ 11,375				
38																
39	TOTAL SALARIES & BENEFITS		\$ 1,285,458	\$ 389,237	\$ 698,904	\$ 151,041	\$ 46,276	\$ -	\$ -							
40																
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58																
59	Line 13		=SUM(F65:L65)		30.28%		54.37%		11.75%		3.60%					
60	Line 25		=SUM(F65:L65)		30.28%		54.37%		11.75%		3.60%					

7/6/2018

Appendix B - DPH 4: Operating Expenses Detail

Program Name: REP PAYEE
 Program Code: 8949 RP

Appendix #: B-2, Page 3
 10
 Fiscal Year: 2018-2019
 Posting Notification Date: 06/26/18

	A	B	C	D	E	F	G	H	I
1	Appendix B - DPH 4: Operating Expenses Detail								
2									
3	Program Name: REP PAYEE							Appendix #: B-2, Page 3	
4	Program Code: 8949 RP							10	
5								Fiscal Year: 2018-2019	
6								Posting Notification Date: 06/26/18	
			604	601	603	602			
7	Expense Categories & Line Items	TOTAL	MH COUNTY Adult - General Fund 251984- 10000-10001792-0001	MH WO HSA Rep Payee Program 251984- 10002-10001989- 0002&MH COUNTY Adult WO CODB251984-10000- 10001792-0001	MH COUNTY SSI- DISABILITY EVAL ASSIST PRG 240645-10000-1001669- 003	MH MHA (CSS) 251984-17156- 10031199-0015	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)	
8	Term (mm/dd/yy-mm/dd/yy):		7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19			
9	Rent	\$ 97,441	\$ 29,505	\$ 52,979	\$ 11,449	\$ 3,508			
10	Utilities(telephone, electricity, water, gas)	\$ 43,025	\$ 13,028	\$ 23,393	\$ 5,055	\$ 1,549			
11	Building Repair/Maintenance	\$ 8,556	\$ 2,591	\$ 4,652	\$ 1,005	\$ 308			
12	Occupancy Total:	\$ 149,022	\$ 45,124	\$ 81,024	\$ 17,509	\$ 5,365	\$ -	\$ -	
13	Office Supplies	\$ 16,556	\$ 5,013	\$ 9,002	\$ 1,945	\$ 596			
18	Materials & Supplies Total:	\$ 16,556	\$ 5,013	\$ 9,002	\$ 1,945	\$ 596	\$ -	\$ -	
19	Training/Staff Development	\$ 1,015	\$ 307	\$ 552	\$ 119	\$ 37			
20	Insurance	\$ 2,146	\$ 650	\$ 1,167	\$ 252	\$ 77			
21	Equipment Lease & Maintenance	\$ 36,685	\$ 11,108	\$ 19,946	\$ 4,310	\$ 1,321			
24	General Operating Total:	\$ 39,846	\$ 12,065	\$ 21,665	\$ 4,681	\$ 1,435	\$ -	\$ -	
25	Local Travel	\$ 485	\$ 147	\$ 264	\$ 57	\$ 17			
28	Staff Travel Total:	\$ 485	\$ 147	\$ 264	\$ 57	\$ 17	\$ -	\$ -	
29	Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and	\$ -							
30	Panoramic estimate 23 hours @ \$150/hour plus \$61 out-of-pocket expenses	\$ 3,511	\$ 1,063	\$ 1,909	\$ 413	\$ 126			
32	Consultant/Subcontractor Total:	\$ 3,511	\$ 1,063	\$ 1,909	\$ 413	\$ 126	\$ -	\$ -	
33	Other (provide detail):	\$ -							
34	Legal Services [client related]	\$ 221	\$ 67	\$ 120	\$ 26	\$ 8			
35	Client Services [food, transportation, activities fund]	\$ 3,102	\$ 939	\$ 1,687	\$ 364	\$ 112			
36	Transaction fees for rep payee community clients	\$ 135,301	\$ 41,031	\$ 73,520	\$ 15,866	\$ 4,884			
37	Program staff TB tests	\$ 535	\$ 162	\$ 291	\$ 63	\$ 19			
38		\$ -							
39	Other Total:	\$ 139,159	\$ 42,199	\$ 75,618	\$ 16,319	\$ 5,023	\$ -	\$ -	
40									
41	TOTAL OPERATING EXPENSE	\$ 348,579.00	\$ 105,611.00	\$ 189,482.00	\$ 40,924.00	\$ 12,562.00	\$ -	\$ -	

	A	B	C	D	E
1	Appendix B -DPH 6: Contract-Wide Indirect Detail				
2	Contractor Name: CONARD HOUSE, INC.			Page #	12
3	Contract CMS #: FSP #1000010463			Fiscal Year:	2018-2019
4				Funding Notification Date:	6/26/18
5					
6	1. SALARIES & BENEFITS				
7	Position Title			FTE	Amount
8	Executive Director			0.54	\$ 72,731
9	Chief Operating Officer			0.30	\$ 8,014
10	Budget Manager			0.30	\$ 48,837
11	Director Administrative Svcs			0.54	\$ 49,282
12	Human Resources Manager			0.54	\$ 28,727
13	Director Of Finance			0.54	\$ 54,585
14	Senior Accounting Manager			0.54	\$ 35,900
15	Accounting Manager			0.54	\$ 28,559
16	Payroll Accountant			0.08	\$ 4,454
17	Payroll Accountant			0.30	\$ 14,222
18	Accounts Payable Accountant			0.30	\$ 23,600
19	Staff Accountant			0.54	\$ 25,970
20	IT Manager			0.51	\$ 36,457
21	Personal Computer Technician			0.26	\$ 15,697
22	Senior Advisor			0.54	\$ 33,143
23	Executive Assistant			0.11	\$ 9,328
24	Program Assistant [Receptionist]			0.54	\$ 28,559
25	Maintenance Technician			-	\$ -
26				Subtotal:	7.01 \$ 518,065
27				Employee Fringe Benefits:	20.1% \$ 104,233
28				Total Salaries and Benefits:	\$ 622,298
29					
30	2. OPERATING COSTS				
31	Expense line item:				Amount
32	Contracted Services [administrative temp staff, financial statements consultant]				\$ 34,520
33	Management Fees				\$ 3,071
34	Legal Fees				\$ 44,470
35	Audit Fees				\$ 10,943
36	Accounting\Bookkeeping\Data				\$ 721
37	Insurance				\$ 8,179
38	Rent				\$ 10,499
39	Utilities				\$ 1,787
40	Telephone				\$ 9,621
41	Maintenance and Repairs				\$ 4,764
42	Furniture replacement				\$ 36
43	Equipment Rental				\$ 22,653
44	Office Expense and Supplies				\$ 20,779
45	Travel				\$ 2,812
46	Training				\$ 6,262
47	Other Fees [commuter check fees, recording fees, fire alarm fees]				\$ 13,431
48	Total Operating Costs				\$ 194,548
49					
50	Total Indirect Costs (Salaries & Benefits + Operating Costs)				\$ 816,846
52					
53	Total Indirect from DPH 1:				\$ 816,846.00

**Appendix C
Insurance Waiver**

(Reserved)

**Appendix D
(Reserved)**

Appendix E

BAA



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement 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 111-001 (“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”).

D. 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 BAA.

E. 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 BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, 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.



San Francisco Department of Public Health

Business Associate Agreement

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, but other than in the capacity of a member of the workforce of such covered entity or arrangement, 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 BAA, 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 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 or not 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 believe the information can be used to identify the individual, and shall have the meaning given to such term under Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, 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.



San Francisco Department of Public Health

Business Associate Agreement

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 164.30

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. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or 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 Agreement and BAA, or as required by law. 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 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)].

d. 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 Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the



San Francisco Department of Public Health

Business Associate Agreement

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 BAA 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 (n) of this BAA, 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)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, 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 Protected Information 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 Agreement.

f. 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 Agreement or this BAA, 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).

g. 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.f. 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.

h. 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



San Francisco Department of Public Health

Business Associate Agreement

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 (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 seven (7) 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 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 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.

i. 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.

j. 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)].

k. 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.

l. 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



San Francisco Department of Public Health
Business Associate Agreement

what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. 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 BAA; 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)]

o. 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 BAA, 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 BAA 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 BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, 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.



San Francisco Department of Public Health

Business Associate Agreement

c. Effect of Termination. Upon termination of the Agreement and this BAA 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 BAA 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 BAA, 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 Agreement or this BAA 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 BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA 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 access, 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 from City's written notice to BA of such fines, penalties or damages.



San Francisco Department of Public Health
Business Associate Agreement

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

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

Contractor Name:	Conard House	Contractor City Vendor ID	0000022403
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...						Yes	No*	
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?							
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?							
	If yes:	Name & Title:	Phone #		Email:			
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]							
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]							
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?							
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?							

II. Contractors who serve patients/clients and have access to SFPDH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION...						Yes	No*	
G	Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?							
H	Have evidence in each patient's / client's chart or electronic file that a <u>Privacy Notice</u> that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)							
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?							
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?							
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?							

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:	Conard House	Contractor City Vendor ID	0000022403
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DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...		Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?		
	Date of last Data Security Risk Assessment/Audit:		
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:		
C	Have a formal Data Security Awareness Program?		
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?		
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?		
	If yes: Name & Title: Phone #: Email:		
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)	Signature	Date
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III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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**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, #200, San Francisco, CA 94103

Tel No.: (415) 864-7833

Fax No.: (415) 885-2344

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

BHS

INVOICE NUMBER : M03 JL 18

Ct.Blanket No.: BPHM TBD

Ct.PO. No.: POHM SFGOV-0000201107

Fund Source: General Fund

Invoice Period : July 2018

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
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*Unduplicated Counts for AIDS Use Only:

DELIVERABLES Program Name/Rptg. 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-1A Outpatient PC# - 89492 -(HMHMCC730515) 251984-10000-10001792-0001												
15/ 01 - 09 OP - Case Mgt Brokerage	87,923				\$ 2.72	\$ -	0.000		0.00%		87,923.000	\$ 239,150.56
15/ 10- 57, 59 OP - MH Svcs	610,316				\$ 3.52	\$ -	0.000		0.00%		610,316.000	2,148,312.32
15/ 70 - 79 OP - Crisis Intervention	6,839				\$ 5.23	\$ -	0.000		0.00%		6,839.000	35,767.97
45/ 20 - 29 OS - Cmnty Client Svcs	516				\$ 200.59	\$ -	0.000		0.00%		516.000	103,504.44
B-1B Supportive Housing PC# - 8949 SH												
60/ 78 SS - Other Non-Medi-Cal Client Support Exp	147,841				\$ 22.11	\$ -	0.000		0.00%		147,841.000	3,268,764.51
TOTAL	853,435		0.000				0.000		0.00%		853,435.000	\$ 5,795,499.80

Budget Amount	\$ 5,793,790.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Budget	\$ 5,793,790.00
SUBTOTAL AMOUNT DUE		\$ -		NOTES:			
Less: Initial Payment Recovery							
(For OPH 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:
Behavioral Health Services-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, #200, San Francisco, CA 94103

Tel No.: (415) 864-7833

Fax No.: (415) 885-2344

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

BHS

INVOICE NUMBER: M04 JL 18

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM SFGOV-0000201107

Fund Source: MH County Adult - General Fund
MH County Adult WO CODB
MH MHSA (CSS)
MH County SSI-Disability Eval Assist PRG
MH WO HSA A Rep Payee Program

Invoice Period: July 2018

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 SS-Client Non-Med/Cal Client Support Exp	241,121.00				\$ 7.59	\$ -	0.000		0.00%		241,121.000	
TOTAL	241,121.00		0.000				0.000		0.00%		241,121.000	
	Budget Amount				\$ 1,830,120.00			Expenses To Date	% of Budget		Remaining Budget	
								\$ -	0.00%		\$ 1,830,120.00	

\$ 1,830,103.39

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

NOTES:

Funding Source (Index Code):	Encumbered	Current Month	Year-to-Date
MH Cnty Adult-GF-(HMHMCC730515) 251984-10000-10001782-0001	\$ 654,230.00	\$ -	\$ -
MH Cnty Adult WO CODB - (HMHMCC730515) 251984-10000-10001782-0001	\$ 24,268.00	\$ -	\$ -
MH MHSA (CSS) - (PMHS63-1805) 251984-17156-10031199-0015	\$ 65,898.00	\$ -	\$ -
MH Cnty SSI-Disability EVAL Assist PRG - 240645-10000-10001669-0003	\$ 215,000.00	\$ -	\$ -
HMHMDEAP-SSI	\$ -	\$ -	\$ -
MH WO HSA PAYEE PROGRAM - 251984-10002-10001989-0002	\$ 970,724.00	\$ -	\$ -
HMHMREPPAYWO	\$ -	\$ -	\$ -
TOTAL FUNDING	\$ 1,830,120.00	\$ -	\$ -

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:
Behavioral Health Services-Budget/ Invoice Analyst
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

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.