

City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685

**Agreement between the City and County of San Francisco and**

**Conard House**

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

**Recitals**

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

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

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

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

Now, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 15. Insurance

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

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

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

- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
  - 4) Blanket Fidelity Bond (Commercial Blanket Bond) Limits in the amount of the Initial Payment provided for in the Agreement.
  - 5) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
- 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
  - 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section:
- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

And, item 1 of Appendix D attached to this Agreement

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

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

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

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

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

## **21. Termination for Convenience**

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

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

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

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

3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any notice of default must be sent by registered mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**b. Compliance and Enforcement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6) Set the term of the requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





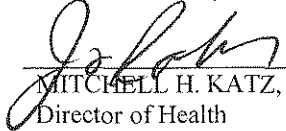
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Conard House

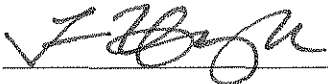
  
MITCHELL H. KATZ, M.D. / 10-21-10  
Director of Health / Date

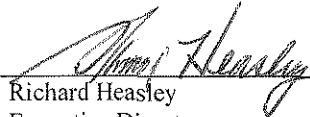
Approved as to Form:

Dennis J. Herrera  
City Attorney

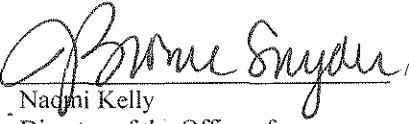
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

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

By:   
Terence Howzell, Deputy  
City Attorney / 10/26/10  
Date

  
Richard Heasley / 10/21/2010  
Executive Director / Date  
1385 Mission Street, #200  
San Francisco, CA 94103

Approved:

  
Nadmi Kelly / 12/17/10  
Director of the Office of  
Contract Administration and  
Purchaser / Date

City vendor number: 02448

Appendices

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

RECEIVED  
PURCHASING DEPARTMENT

10 DEC 16 PM 4: 09

## Appendix A

### COMMUNITY BEHAVIORAL HEALTH SERVICES

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

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

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

L. Billing and Information System

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

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Improvement:

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

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

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

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

S. Working Trial Balance with Year-End Cost Report

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

T. Harm Reduction

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

**2. Description of Services**

Detailed description of services are listed below and are attached hereto

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



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

**1. PROGRAM IDENTIFICATION**

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

Program Name: Jackson Street Residential Treatment Reporting Unit: 38621

Address: 2441 Jackson Street  
San Francisco, CA 94115

Phone: (415) 346-6380

Fax: (415) 346-1058

**2. NATURE OF DOCUMENT**

New       Renewal       Modification

**3. GOAL STATEMENT**

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

**4. TARGET POPULATION**

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

**5. MODALITIES / INTERVENTIONS**

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

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

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

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

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

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

## **METHODOLOGY**

### **A. Outreach, recruitment, promotion, and advertisement:**

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

### **B. Admission Criteria and Process:**

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



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

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

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

### **C. Service Delivery Model:**

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

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

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

### **D. Exit Criteria and Process:**

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

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

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

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

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

#### **E. Program Staffing:**

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

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

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

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

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

## **6. OBJECTIVES AND MEASUREMENTS**

### **PERFORMANCE OBJECTIVES FY2010-11**

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

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

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

Client Inclusion Criteria:

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

Data Source:

CBHS AVATAR System if available - CBHS will compute.

Program Review Measurement:

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

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

Client Inclusion Criteria:

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

Data Source:

CBHS will compute if data available in AVATAR.

Program Review Measurement:

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

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

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

Data Source: CBHS Credentialing

Program Review Measurement:

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

## Objective B.2: Treatment Access and Retention

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

Client Inclusion Criteria:

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

Data Source:

CBHS AVATAR System - CBHS will compute.

Program Review Measurement:

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

## Objective C.2: Client Outcomes Data Collection

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

Client Inclusion Criteria:

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

Data Source:

CBHS AVATAR System - CBHS will compute.

Program Review Measurement:

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

#### **Objective F.1: Health Disparity in African Americans**

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

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

- F.1.a Metabolic and health screening. Metabolic screening (Height, Weight, & Blood Pressure) will be provided for all behavioral health clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.**
- F.1.b Primary Care provider and health care information All clients and families at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred. The new Avatar system will allow electronic documentation of such information.**
- F.1.c Active engagement with primary care provider 75% of clients who are in treatment for over 90 days will have, upon discharge, an identified primary care provider.**

For all above:

Client Inclusion Criteria:

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

Data Source:

CBHS AVATAR System - CBHS will compute.

Program Review Measurement:

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

#### **Objective G.1: Alcohol Use/Dependency**

- G.1.a For all contractors and civil service clinics, information on self-help alcohol and drug addiction Recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self-help programs) will be kept on prominent display and distributed to clients and families at all program sites. *Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.***
- G.1.b All contractors and civil service clinics are encouraged to develop clinically appropriate interventions (either Evidence Based Practice or Practice Based**

**Evidence) to meet the needs of the specific population served, and to inform the SOC Program Managers about the interventions.**

For all above:

Data Source:

Self-report.

Program Review Measurement:

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

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

Not applicable – program phased out July 31, 2010.

### **PRODUCTIVITY OBJECTIVES FY2010-11**

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

#### **Objective X.1. Program Productivity**

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

Date Source:

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

Program Review Measurement:

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

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

Date Source:

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

Program Review Measurement:

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

## 7. CONTINUOUS QUALITY IMPROVEMENT (CQI)

### A. Specific CQI Activities:

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

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

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

### B. Guarantee of Compliance:

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

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

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

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

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

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



## Appendix A-2 Plaza Addendum

Program Name: Plaza Apartments

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

1. Nature of Document (check one)

New       Renewal       Modification

2. Goal Statement

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

3. Target Population

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

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

4. Modality(ies)/Interventions

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

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

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

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

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

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

**5. Methodology**

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

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

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

Oversight and Administration:

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

Property Management:

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

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

Application Process:

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

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

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

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

Intake:

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

Rent and Rent Subsidies:

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

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

Support Services:

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Objectives and Measurements**

### **A. Individualized Performance and Outcome Objectives**

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

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

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



stipulated agreements and documented in individual progress notes.

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

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

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

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

## **B. Other Measurable Objectives**

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

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

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

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

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

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

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

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

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

## **8. Continuous Quality Improvement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As Measured by: Documentation exists showing individuals were trained.

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

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

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

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

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

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

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

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

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

**1. PROGRAM IDENTIFICATION**

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

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

**2. NATURE OF DOCUMENT**

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

**3. GOAL STATEMENT**

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

**4. TARGET POPULATION**

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

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

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

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

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

## **5. MODALITIES/INTERVENTIONS**

The CRDC Mode of Service is Mode 60 Support Services.

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

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

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

## **METHODOLOGY**

**A. Outreach, recruitment, promotion, and advertisement:**

All referrals will come from designated CBHS and HSA programs.

**B. Admission Criteria and Process:**

For CBHS Rep payee clients, the program Case Managers will interview non-IMD referrals from the above sources at the 154 Ninth Street office to determine SSI eligibility and willingness to participate in money management as mandated by Social Security. Clients sign a Rep Payee Service Agreement and negotiate a monthly disbursement plan with their Case Manager. CBHS will instruct IMDs to forward signed Rep Payee Service Agreements for each IMD referral.

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

For the HSA clients, the program will transfer its TSP and DAAS clients effective July 1, 2010 and take new referrals from HSA-designated referral sources. All clients sign a Rep Payee Service Agreement and negotiate a monthly disbursement plan with their Case Manager.

As they are transferred or enrolled into the Rep Payee Services Program, each client will be opened into the BIS RU 8949RP

**C. Service Delivery Model:**

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

- (1) Involve each client in his or her own service plan, which shall include an assessment and appropriate reassessment of economic status.
- (2) Work closely as indicated with CBHS clinicians to help keep clients stably housed and able to provide for themselves. Case managers will be available for case conferences with CBHS providers.
- (3) Assist clients in maintaining housing, acquiring basic living skills, including money management, and coordinating with other services.

- (4) Meet regularly with clients and collaborate with staff of other programs that provide services to clients, including staff of Positive Resource Center.
- (5) Disburse checks directly to each client's landlord, and at least one check directly to each client for other expenses. Clients are eligible to receive as many as two checks per day.
- (6) For persons not already in housing, make housing referrals and placements and mitigate landlord—tenant disputes.
- (7) Enroll eligible clients in the Shelter Plus Care Program and other supportive or subsidized housing programs.
- (8) The program will provide only third-party Rep Payee services for clients residing in IMD facilities.

The CBHS Rep Payee Program will be co-located at Conard house – Community Services South at 154 Ninth Street. Rep Payee Case Managers are normally on duty from 9:00 am to 5:00 pm, Monday through Friday, although their duties may periodically take them off-site.

The (MHSA) Rep Payee Program is co-located at Community Services North at \_\_\_ Hyde Street. Rep Payee Case Managers are normally on duty from 9:00 am to 5:00 pm, Monday through Friday, although their duties may periodically take them off-site.

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

The Program will deliver services in the preferred language of the consumer (including sign language) and make provisions for the use of trained interpreters when needed.

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

#### **D. Exit Criteria and Process:**

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

The Case Manager shall notify the care manager and conservator (if



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

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

#### E. Program Staffing:

Personnel of 16.820 for the Program consist of the following positions:

- Case Managers 11.500 FTE
- Sr Case Managers 1.104 FTE
- FIU Director 0.584 FTE
- FIU Account Managers 1.400 FTE
- Messengers 0.446 FTE
- Program Directors 1.509 FTE
- Associates Directors 1.272 FTE
- HCS Director 0.109 FTE

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

C. The Case Managers are responsible for maintaining an enrollment of 800 clients. The Account Managers are responsible for processing deposits and disbursements transactions on behalf of CBHS Rep Payee clients. The Program Director provides supervision to the Case Manager. Associate Directors supervise the Program Directors. The Housing & Community Services (HCS) Director provides overall direction for the management and expansion of the program and supervision to the Program Director.

The following staff in other Departments provide administrative direction for Rep Payee Services: The FIU Program Director provides direction and training for Account Managers maintaining client accounts and processing deposits and disbursements. The Interim Controller provides supervision of the FIU Program Director and is responsible for overall cash management, financial internal controls and audit.

## **6. OBJECTIVES AND MEASUREMENTS**

### **PERFORMANCE OBJECTIVES for FY2010-11**

#### **Objective F.1: Health Disparity in African Americans**

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

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

**[Referrals for] metabolic screening (Height, Weight, & Blood Pressure) will be offered to provided for all behavioral health Rep Payee clients at intake and annually when medically trained staff and equipment are available. Outpatient providers will document screening information in the Avatar Health Monitoring section.**

##### **F.1.b Primary Care provider and health care information**

**All clients and families at intake and annually will have a review of medical history, verify who the primary care provider is, and when the last primary care appointment occurred. The new Avatar system will allow electronic documentation of such information.**

##### **F.1.c Active engagement with primary care provider**

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

For all above:

Client Inclusion Criteria:

All clients in the program between July 1, 2010 and June 30, 2011. Contractor will maintain a log of clients unable to meet this objective for possible exclusion.

Data Source:

CBHS AVATAR System - CBHS will compute.

Program Review Measurement:

Objective will be evaluated based on the one-month Phase-Out period from July 1, 2010 to June 30, 2011.

#### **Objective G.1: Alcohol Use/Dependency**

**G.1.a For all contractors and civil service clinics, information on [harm reduction], self-help alcohol and drug addiction recovery groups (such as Alcoholics Anonymous, Alateen, Alanon, Rational Recovery, and other 12-step or self-help**

programs) will be kept on prominent display and distributed to clients and families at all program sites. ***Cultural Competency Unit will compile the informing material on self-help Recovery groups and made it available to all contractors and civil service clinics by September 2010.***

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

For all above:

Data Source:  
Self-report.

Program Review Measurement:  
Objective will be evaluated over the period from July 1, 2010 to June 30, 2011.

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

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

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

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

#### **PRODUCTIVITY OBJECTIVES for FY2010-11**

*All providers of Behavioral Health Services will be encouraged to meet quarterly with their CBHS program managers to evaluate progress toward meeting the following set of continuous quality improvement, productivity, and service access objectives. Other objectives may be added if mutually agreed to by the providers and their CBHS program managers. These objectives will be evaluated based on a summary of quarterly meetings held by March 2010. Providers are encouraged to continue quarterly meetings through the end of FY 2009-10 and thereafter.*

## **X.1 Program Productivity**

**During Fiscal Year 2010-11, the Rep Payee Program will provide 180,000 Service Days to a minimum of 800 unduplicated clients.**

**Date Source:**

AVATAR or Client Records.

**Program Review Measurement:**

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

## **X.2 Other Individualized Objectives INDIVIDUALIZED**

### **X.2.a. Housing stability:**

**At least 85% of CBHS Rep Payee clients will improve or maintain stable housing, as measured by their either living in an apartment with more than 28-day tenancy or another supportive setting appropriate to their needs.**

**Client Inclusion Criteria:** All clients enrolled in CBHS and MHSA Rep Payee Services from July 1, 2010 to June 30, 2011 and have been in the program for a continuous 60 days.

**Data Source:**

Conard House Housing Retention Data.

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

### **X.2.b Timely Rent Payments:**

**In an annual audit of rent payments to be conducted by Conard House, 100% of authorized rent payments will be disbursed within two business days within two business days of when benefit checks are received.**

**Measurement:** Program will conduct internal audit and send supporting document to the CBHS Program Manager.

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

## 7. CONTINUOUS QUALITY IMPROVEMENT (CQI)

### A. **Specific CQI Activities:**

At the time of enrollment, an assessment is made of the time and tasks required for the client to secure and retain a stable supportive housing situation. This typically includes reviewing eligibility, income benefits and other earnings.

Each enrolled client is reviewed quarterly and a specific time frame is established for achieving the stabilized housing objective. This time frame is closely coordinated with the client's case manager, outside CBHS Care Manager and other treatment providers and the client.

### B. **Guarantee of Compliance:**

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

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

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

**Appendix A-4**

**NEW COOPS START-UP  
in conjunction with  
SUPPORTIVE HOUSING &  
OUTPATIENT SERVICES PROGRAM  
(Coops)  
7/1/10 – 6/30/11**

**1. PROGRAM IDENTIFICATION**

The New Coops Start-up Project is undertaken in conjunction with the following Provider and Provider number.

Provider: Conard House, Inc., a non-profit corporation      Provider No.: 8949  
Supportive Housing (Coops and Hotels)      Reporting Unit: 8949SH  
Address: 1385 Mission Street, Suite 200  
San Francisco, CA 94103  
Phone: (415) 864-7897  
Fax: (415) 864-7093

**2. NATURE OF DOCUMENT**

New       Renewal       Modification

**3. GOAL STATEMENT**

To bring into operation in FY11 a total of 40-60 new co-op Supportive Housing beds that be sustained subsequent fiscal years. The co-op beds will be located in in an estimated 10 to 15 master-leased apartment units, depending on the number of bedrooms in each unit. This expansion of the current Supportive Housing Co-op Apartment Program is undertaken to provide case management services, extended rehabilitation counseling, and self-management workshops and coaching to chronic psychiatrically disabled San Francisco adults living in Conard House co-ops located throughout the City.

**4. TARGET POPULATION**

As with the current Coop Apartment Program, the Target Population is adult residents of San Francisco, ages 18 and older, with chronic psychiatric disabilities who will become residents of Conard House's Supportive Housing

Program , who meet CBHS criteria for Medical Necessity and Functional Impairments, and whose ability to maintain independent living without hospitalization or becoming homeless would be greatly enhanced by the provision of Case Management and Mental Health Services.

The Cooperative Apartment Program specifically addresses the supportive housing and outpatient needs of further specialized target populations.

Approximately 86% of clients eligible for services are recipients of Medi-Cal benefits. Their Outpatient Services are to be funded by Medi-Cal revenue in this contract. The other 14% are funded by the County Adult Assistance Program (General Assistance), by a third party or by General Fund revenue in this contract.

## 5. MODALITIES / INTERVENTIONS

### Supportive Housing:

The CRDC Mode of Service is Mode 60 - 71 Community Services Housing Operations Expense.

The Start-Up Project will be billed on a Cost Reimbursement basis.

Under CRDC Mode/SFC 60 - 70, the Supportive Housing program will deliver 40 to 60 co-op beds in an estimated 10 to 15 master-leased apartments throughout San Francisco. Although work on the Start-up Project will begin in July, 2010, a staggered start-up for master-leasing the new co-ops will begin in September, 2010 and continue through the fiscal year as properties are found, evaluated and master-leased. Subletting to residents will begin October 2010 and continue throughout the fiscal year as prospective residents are screened and offered leased in additional master-leased properties.

## METHODOLOGY

### **A. Outreach, recruitment, promotion, and advertisement:**

Conard House Property Management will engage the services of an independent contractor to identify and evaluate prospective co-op apartments. The contractor will be familiar with the leased housing market in San Francisco, our target population and our financial and leasing requirements and limitations. Our Director of Real Estate and his staff and Director of Supportive Housing and his staff will review prospective leased properties. Our Director of Real Estate, will supervise the master-leasing process and recommend lease approval to the Executive Director, who in turn, secures approval from the Board of Directors.

It is especially imperative that master-lease commitments are sustainable for the duration of all master-lease terms, five year being the minimum. The annualized costs of operations, including master-leasing subsidies, will be communicated to Community Behavioral Health Services so that forward-funding requirements are known and planned for in the annual budget process.

**B. Admission Criteria and Process:**

See Appendix A-2.1 and 2.2.

**C. Service Delivery Model:**

Outpatient Services. See Appendix A-2.1.

Supportive Housing Services. See Appendix A-2.2.

**D. Exit Criteria and Process:**

See Appendices A-2.1 and A-2.2.

**E. Program Staffing:**

Mark Bennett, Conard House Director Real Estate is responsible for the master-leasing and sub-leasing process, working in conjunction with Seth Katzman, Director Supportive Housing and Community Services and Louise Foo, PhD, Director of Clinical Services. Mark Bennett is a licensed real estate broker and a certified property manager.

**6. OBJECTIVES and MEASUREMENTS**

**PRODUCTIVITY OBJECTIVES for FY2010-11**

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

**Objective X.1. New Coops Project Productivity**



**X.1a.** During Fiscal Year 2010-11, 40 to 60 new co-op beds will be placed in service.

*Date Source:*

Master-leases and tenant sub-leases.

*Program Review Measurement:*

Objective will be evaluated quarterly during the 12-month period from July 1, 2010 to June 30, 2011. Only the summaries from the two first quarterly meetings held by March 2011. will be included in the program review.

**7. CONTINUOUS QUALITY IMPROVEMENT (CQI)**

See Appendices A-2.1 and A-2.2.



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

**I. Method of Payment**

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

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

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

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

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

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

**B. Final Closing Invoice**

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of Conard House (CMS# 6844)

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

**2. Program Budgets and Final Invoice**

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

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

**B. COMPENSATION**

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Thirty Seven Million One Hundred Ninety Two Thousand One Hundred Ninety Seven Dollars (\$37,192,197) for the period of July 1, 2010 through December 31, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, \$3,984,878 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2010 through December 31, 2010 (BPHM07000066)	\$3,567,392
January 1, 2011 through June 30, 2011	\$3,567,391
July 1, 2011 through June 30, 2012	\$6,380,535

July 1, 2012 through June 30, 2013	\$5,626,286
July 1, 2013 through June 30, 2014	\$5,626,286
July 1, 2014 through June 30, 2015	\$5,626,286
July 1, 2015 through December 31, 2015	\$2,813,143
<b>July 1, 2010 through December 31, 2015</b>	<b>\$33,207,319</b>

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

(4) CONTRACTOR further understands that, \$3,567,392 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM07000066 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM07000066 for the Fiscal Year 2010-11.

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

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

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

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



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

CONTRACT TYPE - This contract is:		<b>New</b>	Renewal	Modification	DOCUMENT DATE:		<b>10/15/2010</b>
If modification, Effective Date of Mod.:		# of Mod:		VENDOR ID (DPH USE ONLY):			
LEGAL ENTITY NUMBER:		<b>00342</b>					
LEGAL ENTITY/CONTRACTOR NAME:		<b>Conard House, Inc.</b>					
APPENDIX NUMBER	B-1	B-2.1	B-2.2	B-3	B-4	<b>TOTAL</b>	
PROVIDER NUMBER	3862	8949	8949	8949	8949		
PROVIDER NAME:	Jackson Street Residential Tx (Phase Out)	Outpatient Services	Supportive Housing	Rep Payee Services	New Coops Start-up		
<b>CBHS FUNDING TERM:</b>		7/1/2010 - 7/31/2010	7/1/2010 - 6/30/2011	7/1/2010 - 6/30/2011	7/1/2010 - 6/30/2011	7/1/2010 - 6/30/2011	
<b>FUNDING USES:</b>							
SALARIES & EMPLOYEE BENEFITS	40,259	2,622,450	934,039	526,968	0	4,122,715	
OPERATING EXPENSE	19,445	666,777	1,327,802	173,488	118,700	2,306,211	
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0	
<b>SUBTOTAL DIRECT COSTS</b>	<b>59,704</b>	<b>3,289,227</b>	<b>2,261,841</b>	<b>699,456</b>	<b>118,700</b>	<b>6,428,927</b>	
INDIRECT COST AMOUNT	7,164	394,700	271,417	83,933	14,244	771,458	
INDIRECT %	12%	12%	12%	12%	12%		
<b>TOTAL FUNDING USES:</b>	<b>66,868</b>	<b>3,683,927</b>	<b>2,533,258</b>	<b>783,389</b>	<b>132,944</b>	<b>7,200,385</b>	
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>							
FEDERAL REVENUES - click below							
SDMC Regular FFP (50%)		1,582,535				1,582,535	
ARRA SDMC FFP (11.59)		366,831				366,831	
STATE REVENUES - click below							
MHSA		20,190		40,991		61,181	
GRANTS - click below							
Other Grants							

PRIOR YEAR ROLL OVER - click below							
WORK ORDERS - click below							
HSA (Human Svcs Agency)		329,224		598,348		927,572	
3RD PARTY PAYOR REVENUES - click below							
DPH Housing General Fund			132,600			132,600	
REALIGNMENT FUNDS							
COUNTY GENERAL FUND	60,678	473,063	2,341,246	144,050	132,944	3,151,980	
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>60,678</b>	<b>3,683,927</b>	<b>2,473,846</b>	<b>783,389</b>	<b>132,944</b>	<b>7,134,783</b>	
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>							
FEDERAL REVENUES - click below							
STATE REVENUES - click below							
GRANTS/PROJECTS - click below							
Please enter other funding source here if not in pull down							
WORK ORDERS - click below							
Please enter other funding source here if not in pull down							
3RD PARTY PAYOR REVENUES - click below							
COUNTY GENERAL FUND							
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>							
<b>TOTAL DPH REVENUES</b>	<b>60,678</b>	<b>3,683,927</b>	<b>2,473,846</b>	<b>783,389</b>	<b>132,944</b>	<b>7,134,783</b>	
<b>NON-DPH REVENUES - click below</b>							
Patient/Client Fees	6,190		54,412			60,602	
Others			5,000			5,000	
<b>TOTAL NON-DPH REVENUES</b>	<b>6,190</b>		<b>59,412</b>			<b>65,602</b>	
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>66,868</b>	<b>3,683,927</b>	<b>2,533,258</b>	<b>783,389</b>	<b>132,944</b>	<b>7,200,385</b>	

Prepared by/Phone #:  
 Richard Heasley 415-864-7833 x 203  
 and Mary Muehlbach 415-864-7833 x 212

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

FISCAL YEAR:	10-11	NEW	APPENDIX #:	B.1	Page 1	
LEGAL ENTITY NAME:	Conard House, Inc.		DOCUMENT DATE:	10/15/2010		
PROVIDER NAME:	Jackson Street Residential Treatment		PROVIDER #:	3682		
REPORTING UNIT NAME:	Adult Residential	Adult Residential				
REPORTING UNIT:	38621	38621				
MODE OF SVCS / SERVICE FUNCTION CODE	05/65-79	60/40-49				
SERVICE DESCRIPTION	Adult Residential	Life Support-Bd&Care	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	7/1/2010 - 7/31/2010	7/1/2010 - 7/31/2010				
<b>FUNDING USES:</b>						
SALARIES & EMPLOYEE BENEFITS	40,259					40,259
OPERATING EXPENSE	13,918	5,527				19,445
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
<b>SUBTOTAL DIRECT COSTS</b>	<b>54,177</b>	<b>5,527</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59,704</b>
INDIRECT COST AMOUNT	6,501	663				7,164
<b>TOTAL FUNDING USES:</b>	<b>60,678</b>	<b>6,190</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>66,868</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS - click below	CFDA #:					
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
REALIGNMENT FUNDS						
COUNTY GENERAL FUND	60,678					60,678
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>60,678</b>					<b>60,678</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below	CFDA #:					
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
<b>TOTAL DPH REVENUES</b>	<b>60,678</b>					<b>60,678</b>
<b>NON-DPH REVENUES - click below</b>						
Patient/Client Fees		6,190				
<b>TOTAL NON-DPH REVENUES</b>	<b>0</b>	<b>6,190</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,190</b>
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>60,678</b>	<b>6,190</b>				<b>66,868</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>						
UNITS OF SERVICE <sup>1</sup>	250	250				250
UNITS OF TIME <sup>2</sup>						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	Cost Reimb	N/A	0.00	0.00	0.00	267.88
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	Cost Reimb	N/A	0.00	0.00	0.00	243.12
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	Cost Reimb					
UNDUPLICATED CLIENTS	11	11				

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours







**CBHS BUDGET JUSTIFICATION (B-1)**

Conard House, Inc.

Provider Number (same as line 7 on DPH 1): 3862

Appendix # B-1, Page 4

Provider Name (same as line 8 on DPH 1): Jackson Street Residential Program Phase Out (covers July and part of August, 2010)

Document Date: 10/15/2010

Date: October 15, 2010

Fiscal Year: 7/1/2010 - 6/30/2011

1.0 FTE Wage

Basic Duties

Salaries and Benefits	Salaries	FTE
Program Director JSRP (close out)	\$4,068	0.092
Counselors JSRP Counselors (close out)	\$9,035	0.241
Relief Staff JSRP (close out)	\$12,656	0.342
Admin Coordinator JSRP (close out)	\$751	0.018
Program Assistant JSRP (close out)	\$5,645	0.191
<b>TOTAL SALARIES</b>	<b>\$32,975</b>	<b>0.884</b>

44,382 Supervise JSRP Program close out  
 Provide counseling and transitional services  
 to remaining clients  
 37,541 Provide counseling and transitional services  
 to remaining clients  
 37,541 Provide clinical program support for close  
 out  
 41,095 Provide clinical program support for close  
 out  
 29,632 out

FICA/MED 7.65%	\$2,477	
Workers Compensation (mixed between clerical and housing - 3.38%)	\$1,094	
Employer 129 Cafeteria plan (\$559/month or partial month per employee) (note: FTE here is based on partial year for full time staff)	\$3,813	
Other - UI, Employer match Retirement (20%), misc - HCSA/HCSO	\$390	
<b>TOTAL BENEFITS</b>	<b>\$7,874</b>	

**TOTAL SALARIES & BENEFITS \$40,249**

**Operating Expenses**

Formulas to be expressed with FTE's, square footage, or % of program within agency - not as a total amount divided by 12 Occupancy:

Premises Rent \$4,500

Utilities:  
 Utilities and Telephone \$1,860

Building Maintenance:  
 Building Maintenance Supplies and Repair \$4,937

**Total Occupancy: \$11,297**

Materials and Supplies:  
 Office Supplies \$814

Furnishings (under \$5000)

Printing/Reproduction:

Program/Medical Supplies:  
 Client Expense - Food \$3,604  
 other misc expense \$1,118  
**Total Materials and Supplies: \$4,722**

**General Operating:**

Insurance:  
 One month program insurance share of professional liability, commercial policy \$1,547

Staff Training: \$146

Rental of Equipment: \$323

**Total General Operating: \$2,010**

Staff Travel (Local & Out of Town): \$294

\$0

Consultants/Subcontractors:  
 Consultant - Thomas Rogat - Clinical Supervision \$100 hour \$1,426

**Total Consultants/Subcontractors: \$1,426**

**TOTAL OPERATING COSTS: \$19,455**

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

**TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$59,704**

**CONTRACT TOTAL:**

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

FISCAL YEAR:	10-11		NEW		APPENDIX #:		B-2.1, Page 1	
LEGAL ENTITY NAME:	Conard House, Inc.					PROVIDER #:		8949
PROVIDER NAME:	Outpatient Services							
REPORTING UNIT NAME:	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient	Outpatient		
REPORTING UNIT:	89492	89492	89492	89492	89492	89492		
MODE OF SVCS / SERVICE FUNCTION CODE	15/01-09	15/10-59	15/10-59	15/10-59	15/10-59	15/70-79		
SERVICE DESCRIPTION	15-01 Case Management Brokerage	15-10 Mental Health Collateral	15-30 Mental Health Assessment	15-40 Mental Health Individual	15-50 Mental Health Group	15-70 Crisis Intervention	TOTAL	
CBHS FUNDING TERM:	7/1/2010 - 6/30/2011	7/1/2010 - 6/30/2011	7/1/2010 - 6/30/2011	7/1/2010 - 6/30/2011	7/1/2010 - 6/30/2011	7/1/2010 - 6/30/2011		
<b>FUNDING USES:</b>								
SALARIES & EMPLOYEE BENEFITS	13,827	115,194	149,869	1,542,108	780,344	21,088	2,622,450	
OPERATING EXPENSE	3,516	29,289	38,110	392,092	198,408	5,362	666,777	
CAPITAL OUTLAY (COST \$5,000 AND OVER)							0	
<b>SUBTOTAL DIRECT COSTS</b>	<b>17,343</b>	<b>144,482</b>	<b>188,000</b>	<b>1,934,200</b>	<b>978,752</b>	<b>26,450</b>	<b>3,289,227</b>	
INDIRECT COST AMOUNT	2,081	17,338	22,560	232,100	117,448	3,174	394,700	
<b>TOTAL FUNDING USES:</b>	<b>19,424</b>	<b>161,820</b>	<b>210,559</b>	<b>2,166,300</b>	<b>1,096,200</b>	<b>29,624</b>	<b>3,683,927</b>	
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>								
<b>FEDERAL REVENUES - click below</b>								
SDMC Regular FFP (50%)	8,344	69,514	90,452	930,595	470,904	12,726	1,582,535	
ARRA SDMC FFP (11.59)	1,934	16,113	20,967	215,712	109,155	2,950	366,831	
<b>STATE REVENUES - click below</b>								
MHSA	106	887	1,154	11,873	6,008	162	20,190	
<b>GRANTS - click below</b> CFDA #:								
Other Grants								
<b>PRIOR YEAR ROLL OVER - click below</b>								
<b>WORK ORDERS - click below</b>								
HSA (Human Svcs Agency)	1736	14,461	18,817	193,597	97,965	2,647	329,224	
Please enter other here if not in pull down								
<b>3RD PARTY PAYOR REVENUES - click below</b>								
Please enter other here if not in pull down								
<b>REALIGNMENT FUNDS</b>	4,809	40,064	52,131	536,343	271,402	7,334	912,084	
COUNTY GENERAL FUND	2,494	20,780	27,038	278,180	140,766	3,604	473,063	
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>19,424</b>	<b>161,820</b>	<b>210,559</b>	<b>2,166,300</b>	<b>1,096,200</b>	<b>29,624</b>	<b>3,683,927</b>	
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>								
<b>FEDERAL REVENUES - click below</b>								
<b>STATE REVENUES - click below</b>								
County Other								
<b>GRANTS/PROJECTS - click below</b> CFDA #:								
Please enter other here if not in pull down								
<b>WORK ORDERS - click below</b>								
Please enter other here if not in pull down								
<b>3RD PARTY PAYOR REVENUES - click below</b>								
Please enter other here if not in pull down								
COUNTY GENERAL FUND								
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>								
<b>TOTAL DPH REVENUES</b>	<b>19,424</b>	<b>161,820</b>	<b>210,559</b>	<b>2,166,300</b>	<b>1,096,200</b>	<b>29,624</b>	<b>3,683,927</b>	
<b>NON-DPH REVENUES - click below</b>								
<b>TOTAL NON-DPH REVENUES</b>	0	0	0	0	0	0	0	
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>19,424</b>	<b>161,820</b>	<b>210,559</b>	<b>2,166,300</b>	<b>1,096,200</b>	<b>29,624</b>	<b>3,683,927</b>	
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>								
UNITS OF SERVICE <sup>1</sup>								
UNITS OF TIME <sup>2</sup>	9,616	62,000	80,674	830,000	420,000	7,635	1,409,925	
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	2.02	2.61	2.61	2.61	2.61	3.88		
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	2.02	2.61	2.61	2.61	2.61	3.88		
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	2.02	2.61	2.61	2.61	2.61	3.88		
UNDUPLICATED CLIENTS	615	615	615	615	615	615		

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Gonard House, Inc.

NEW

APPENDIX #: B-2.1, Page 2

Provider Number (same as line 7 on DPH 1): 89492

Document Date: 10/15/2010

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

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		MHSA		WORK ORDER H.S.A.		WORK ORDER #2: (dept. name)			
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES		
Program Director JSRP (close out)	0.000	\$ -								0		
Counselors JSRP Counselors (close out)	0.000	\$ -								0		
Relief Staff JSRP (close out)	0.000	\$ -								0		
Admin Coordinator JSRP (close out)	0.000	\$ -								0		
Program Assistant JSRP (close out)	0.000	\$ -								0		
Director SHCS	0.598	\$ 53,325	0.474	42,331	0.005	466			0.118	10,528		
Assoc Direct Oper SHCS	0.631	\$ 36,714	0.572	33,281	0.000	0			0.059	3,433		
Assoc Director CIS	0.718	\$ 40,911	0.706	40,239	0.000	0			0.012	673		
Manager CIS	0.718	\$ 30,818	0.706	30,311	0.000	0			0.012	507		
CIS Support Tech	0.718	\$ 25,836	0.706	25,411	0.000	0			0.012	425		
Program Assistant SHP / CS	0.633	\$ 16,978	0.633	16,978	0.000	0			0.000	0		
Director Clinical Training	0.579	\$ 66,820	0.573	66,620	0.000	0			0.000	0		
Psych Research Analyst	0.543	\$ 31,428	0.543	31,428	0.000	0			0.000	0		
Health Education Coordinator	0.579	\$ 35,505	0.579	35,505	0.000	0			0.000	0		
Director Supportive Employment	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Employment Specialist	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Director Clinical Services	0.731	\$ 84,267	0.690	79,120	0.011	933			0.030	4,213		
Director FIU	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Sr Acct Mgr FIU	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Sr Acct Mgr FIU	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Account Mgr FIU Relief	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Assoc Director OP Services	2.132	\$ 121,616	1.955	111,518	0.000	0			0.177	10,098		
Program Directors, Intake Coord, Lyric Sr CM	4.029	\$ 162,743	3.590	143,284	0.043	1,914			0.395	17,544		
Sr Program Directors	4.011	\$ 187,878	3.126	145,441	0.065	3,132			0.820	39,305		
Sr Case Manager	5.800	\$ 253,187	4.398	168,962	0.222	8,349			1.180	75,976		
Counselor / Case Manager 2	11.787	\$ 498,702	8.923	323,216	0.222	8,003			2.642	167,483		
Case Manager 1	6.154	\$ 212,588	6.154	212,588	0.000	0			0.000	0		
Sr Counselors: JS Community / Coops	1.448	\$ 60,684	1.448	60,684	0.000	0			0.000	0		
Messengers	0.000	\$ -	0.000	0	0.000	0			0.000	0		
Counselors at higher rates (pre union)	2.172	\$ 98,139	2.172	98,139	0.000	0			0.000	0		
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
<b>TOTALS</b>	<b>43.979</b>	<b>\$2,017,941</b>	<b>37.955</b>	<b>\$1,694,959</b>	<b>0.57</b>	<b>\$22,798</b>	<b>0.00</b>	<b>\$0</b>	<b>5.456</b>	<b>\$330,185</b>	<b>0.00</b>	<b>\$0</b>

EMPLOYEE FRINGE BENEFITS	30%	604,508	30%	498,614	30%	6,838	#DIV/0!	30%	99,055	#DIV/0!
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TOTAL SALARIES & BENEFITS	\$2,622,450	\$2,163,572	\$29,637	\$0	\$429,240	\$0
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DPH 4: Operating Expenses Detail

NEW

APPENDIX #: B-2.1, Page 3  
Document Date: 10/15/2010

Conard House, Inc.

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

89492

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

Outpatient Services

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	MHSA	WORK ORDER H.S.A.	WORK ORDER #2: (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 June 30, 2011	Term: July 1, 2010 June 30, 2011	Term: July 1, 2010 June 30, 2011
Rental of Property	\$ 215,294.61	52,628	1,796	160,871	
Utilities(Elec. Water, Gas, Phone, Scavenger)	\$ 97,276.15	25,583	1,039	70,654	
Office Supplies, Postage	\$ 59,317.88	15,059	844	43,415	
Building Maintenance Supplies and Repair	\$ 119,136.74	14,969	986	103,181	
Printing and Reproduction	\$ -	0		0	
Insurance	\$ 45,958.13	7,585	60	38,313	
Staff Training	\$ 14,115.81	1,978	59	12,079	
Staff Travel-(Local & Out of Town)	\$ 7,639.53	1,272	26	6,342	
Rental of Equipment	\$ 29,268.23	7,275	391	21,602	
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	\$ -	0		0	
Consultant - Thomas Rogat - Clinical Supervision \$100 hour	\$ 18,000.00	0	0	18,000	
Consultant - P. Boyle - research for suitable Coops \$85 hour	\$ -	0	0	0	
Consultant - Security - 1st of month check distribution (N&S)	\$ -	0	0	0	
Consultant - Legal Svcs; tenant and HR issues, hourly rate varies by job	\$ -	0	0	0	
Consultant - A. Kutik, Committee for Supported Self Mgmt \$85 hour, 6 month job	\$ 12,307.46	0	0	12,307	
Consultant - S. Little, CBHS contract support \$85 hour	\$ 923.06	0	0	923	
Consultant - Tech Support	\$ 1,085.95	0	0	1,086	
ML Properties (Coops) - Tenant Rent Subsidies	\$ -	0	0	0	
OTHER	\$ -	0		0	
Furnishings - under \$5000 (non-capital items)	\$ 17,242.02	2,158	13	15,071	
Tenant deposits (to secure Coop rental units)	\$ -	0	0	0	
Client Expense (bank reconciliation fees, check cashing fees; client transportation; other client exp	\$ -	0	0	0	
Client Expense - Food (Residential program only)	\$ -	0	0	0	
TB Testing	\$ 4,375.05	590	0	3,785	
	\$ -	0	0	0	
LOC - Interest	\$ 13,606.17	574	163	12,869	
Courier Services	\$ -	0	0	0	
Miscellaneous	\$ 11,229.76	0	0	11,230	
<b>TOTAL OPERATING EXPENSE</b>	<b>\$666,777</b>	<b>\$129,671</b>	<b>\$5,377</b>	<b>\$0</b>	<b>\$531,729</b>
					<b>\$0</b>

CBHS BUDGET JUSTIFICATION (B-2.1)

Conard House, Inc.

Provider Number (same as line 7 on DPH 1):	89492	Appendix B-2.1, Page 4
Provider Name (same as line 8 on DPH 1):	Outpatient Services	Document date: 10/15/2010
Date: October 15, 2010	Fiscal Year:	7/1/2010 - 6/30/2011

1.0 FTE Wage ↑

Basic Duties

Salaries and Benefits	Salaries	FTE
Director SHCS	\$63,325	0.598
Assoc Direct Oper SHCS	\$36,714	0.631
Assoc Director CIS	\$40,911	0.718
Manager CIS	\$30,816	0.718
CIS Support Tech	\$25,836	0.718
Program Assistant SHP / CS	\$16,978	0.633
Director Clinical Training	\$66,620	0.809
Psych Research Analyst	\$31,428	0.750
Health Education Coordinator	\$35,505	0.800
Director Clinical Services	\$84,267	1.000
Assoc Director OP Services	\$121,616	2.132
Program Directors, Intake Coord, Lyric Sr CM	\$162,743	3.667
Sr. Program Directors	\$187,878	3.920
Sr Case Manager	\$253,187	6.718
Counselor / Case Manager 2	\$498,702	13.805
Case Manager 1	\$212,568	5.179
Sr Counselors: JS Community / Coops	\$60,684	1.448
Counselors at higher rates (pre union)	\$96,139	2.172
<b>TOTAL SALARIES</b>	<b>\$2,017,641</b>	<b>47.405</b>

89,217 Supervise Supportive Housing and Rep Payee programs  
 56,190 Provide support for Director SHCS, Deputy Safety Officer  
 57,006 Supervise Client Information Services; UOS billing and management of FIU client funds; Manage technical services for client billing including ancillary services for computer copiers and printers set up and troubleshooting; interoffice communications (telephone and internet)  
 42,942 Provide technical assistance to CIS Manager  
 36,000 Support Assoc Director Operations SHCS; gatekeeper for client filing system located at 1365 Mission Street  
 26,802 Directs Health Education Project, Supervise staff clinical training  
 83,275 Provide staff clinical training  
 41,904 Provide staff clinical training  
 44,381 Provide staff clinical training  
 84,267 Licensed PhD responsible for MEDICAL billing and all UOS  
 57,051 Supervise Program Directors for assigned sites; review client case files; ensure integrity of UOS billings  
 44,382 Program Directors supervise site staff, review UOS billing, ensure health and safety issues are addressed at their site.  
 47,827 Senior Program Directors provide same services as Program Directors for more complex programs  
 37,686 Sr CM's are management staff; support Program Directors; fill in for PD absence; provide UOS billing services  
 36,125 All Counselors and CM2's provide UOS billing for MEDICAL eligible clients  
 34,406 CM1's primary responsibility is to support Case Management functions, occasional billing UOS  
 41,911 One of two staff assigned to the new Jackson Street Community program  
 45,194 Counselors providing same UOS billing services; salary scale is not within current range as they predate union.  
 Note: All Counselors and Case Managers to some extent provide non-MEDICAL reimbursable services which are billed to CBHS under Supportive Housing.

FICA/MED 7.66%	\$154,373	
Worker's Compensation (mixed between clinical and housing - 3.38%)	\$68,206	
Employer 129 Cafeteria plan (\$559/month per FTE, 16% increase May 1, 2011)	\$326,473	
Other - UI, Employer match Retirement (20%), misc - HCSA/HCSO	\$55,457	
<b>TOTAL BENEFITS</b>	<b>\$604,509</b>	

**TOTAL SALARIES & BENEFITS \$2,622,450**

**Operating Expenses**

Formulas to be expressed with FTE's, square footage, or % of program within agency - not as a total amount divided by 12 Occupancy:

Premises Rental (72.4% share of program cost)	\$215,295
Utilities and Telephone (72.4% share of program cost)	\$87,276
<b>Building Maintenance:</b>	
Building Maintenance Supplies and Repair	\$119,137
<b>Total Occupancy:</b>	<b>\$431,708</b>
<b>Other expenses</b>	
Other Operating expenses (72.4% share of program cost)	\$151,929

**Program/Medical Supplies:**

**Total Materials and Supplies: \$151,929**

**General Operating:**

**Insurance:**  
 Share of commercial policy insurance including professional liability, crime, liability and commercial blanket bond \$ 14,116

**Staff Training:**

Inservice training including cultural competency, safety (share of agency cost); 100% of OP Services training \$ 14,116

**Rental of Equipment:**

copiers (72.4% share of site cost) \$ 28,268

**Total General Operating: \$57,500**

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

Travel including mileage, parking, tolls, public transit (72.4% share of program cost) \$ 7,640

**\$7,640**

**Consultants/Subcontractors:**

Consultant - Thomas Rogat - Clinical Supervision \$100 hour (100% of cost charged to outpatient services) \$18,000

**Total Consultants/Subcontractors: \$18,000**

**TOTAL OPERATING COSTS: \$666,777**

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

**TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs): \$3,289,227**

**CONTRACT TOTAL:**

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

FISCAL YEAR:	10-11	NEW	APPENDIX #:	B-2.2, Page 1		
LEGAL ENTITY NAME:	Conard House, Inc.	DOCUMENT DATE:	10/15/2010			
PROVIDER NAME:	Supportive Housing	PROVIDER #:	8949			
REPORTING UNIT NAME:	Supportive Housing					
REPORTING UNIT:	8949SH					
MODE OF SVCS / SERVICE FUNCTION CODE	60/78					
SERVICE DESCRIPTION:	SH Service Days	#N/A	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	7/1/10 - 6/30/11					
<b>FUNDING USES:</b>						
SALARIES & EMPLOYEE BENEFITS	934,039					934,039
OPERATING EXPENSE	1,327,802					1,327,802
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
<b>SUBTOTAL DIRECT COSTS</b>	<b>2,261,841</b>	0	0	0	0	<b>2,261,841</b>
INDIRECT COST AMOUNT	271,417					271,417
<b>TOTAL FUNDING USES:</b>	<b>2,533,258</b>	0	0	0	0	<b>2,533,258</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS - click below	CFDA #:					
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
<b>REALIGNMENT FUNDS</b>						
DPH Housing General Fund	132,600					132,600
COUNTY GENERAL FUND	2,341,246					2,341,246
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>2,473,846</b>					<b>2,473,846</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below	CFDA #:					
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
<b>COUNTY GENERAL FUND</b>						
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
<b>TOTAL DPH REVENUES</b>	<b>2,473,846</b>					<b>2,473,846</b>
<b>NON-DPH REVENUES - click below</b>						
Patient/Client Fees	54,412					54,412
Provider's Grants	5,000					5,000
<b>TOTAL NON-DPH REVENUES</b>	<b>59,412</b>	0	0	0	0	<b>59,412</b>
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>2,533,258</b>					<b>2,533,258</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>						
UNITS OF SERVICE <sup>1</sup>	158,118					
UNITS OF TIME <sup>2</sup>						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	16.02	0.00	0.00	0.00	0.00	0.00
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	15.65	0.00	0.00	0.00	0.00	0.00
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)	16.02					
UNDUPLICATED CLIENTS	549					

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours



DPH 3: Salaries & Benefits Detail

Connard House, Inc.

APPENDIX #: B-2.7, Page 2

Provider Number (same as line 7 on DPH 1): 8949SH  
 Provider Name (same as line 8 on DPH 1): Supportive Housing

Document Date: 10/15/2010

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		GRANT #1: (grant title)		GRANT #2: (grant title)		WORK ORDER H.S.A.		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: July 1, 2010 - June 30, 2011		Proposed Transaction Term: July 1, 2010 - June 30, 2011		Proposed Transaction Term:		Proposed Transaction Term:		Proposed Transaction Term: July 1, 2010 - June 30, 2011		Proposed Transaction Term:	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Program Director JSRP (close out)	0.000	\$ -										
Counselors JSRP Counselors (close out)	0.000	\$ -										
Relief Staff JSRP (close out)	0.000	\$ -										
Admin Coordinator JSRP (close out)	0.000	\$ -										
Program Assistant JSRP (close out)	0.000	\$ -										
Director SHCS	0.456	\$ 15,515	0.456	15,515								
Assoc Direct Oper SHCS	0.572	\$ 12,689	0.572	12,689								
Assoc Director CIS	0.706	\$ 15,342	0.706	15,342								
Manager CIS	0.706	\$ 11,557	0.706	11,557								
CIS Support Tech	0.706	\$ 9,689	0.706	9,689								
Program Assistant SHP / CS	0.633	\$ 6,473	0.633	6,473								
Director Clinical Training	0.000	\$ -	0.000	0								
Psych Research Analyst	0.000	\$ -	0.000	0								
Health Education Coordinator	0.000	\$ -	0.000	0								
Director Supportive Employment	0.724	\$ 58,040	0.724	58,040								
Employment Specialist	0.724	\$ 40,823	0.724	40,823								
Director Clinical Services	0.000	\$ -	0.000	0								
Director FIU	0.270	\$ 16,933	0.270	16,933								
Sr Acct Mgr FIU	0.220	\$ 11,638	0.220	11,638								
Sr Acct Mgr FIU	0.293	\$ 15,464	0.293	15,464								
Account Mgr FIU Relief	0.204	\$ 9,705	0.204	9,705								
Assoc Director OP Services	1.955	\$ 42,519	1.955	42,519								
Program Directors, Intake Coord, Lyric Sr CM	3.439	\$ 74,257	3.439	74,257								
Sr Program Directors	2.896	\$ 51,257	2.896	51,257								
Sr Case Manager	3.620	\$ 53,197	3.620	53,197								
Counselor / Case Manager 2	8.145	\$ 112,512	8.145	112,512								
Case Manager 1	6.154	\$ 81,055	6.154	81,055								
Sr Counselors: JS Community / Coops	1.448	\$ 23,138	1.448	23,138								
Messengers	0.608	\$ 19,272	0.608	19,272								
Counselors at higher rates (pre union)	2.172	\$ 37,418	2.172	37,418								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
	0.000	\$ -	0.000	0								
TOTALS	38.650	\$718,492	38.650	\$718,492	0.00	\$0	0.00	\$0	0.000	\$0	0.00	\$0

EMPLOYEE FRINGE BENEFITS	30%	215,548	30%	215,548	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
TOTAL SALARIES & BENEFITS		\$934,039		\$934,039	\$0	\$0	\$0	\$0

DPH 4: Operating Expenses Detail

Conard House, Inc.

APPENDIX #: B-2.2, Page 3  
Document Date: 10/15/2010

Provider Number (same as line 7 on DPH 1): 8949SH  
Provider Name (same as line 8 on DPH 1): Supportive Housing

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER H.S.A.	WORK ORDER #2: (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: July 1, 2010 - June 30, 2011		Term: July 1, 2010 - June 30, 2011				
Rental of Property	\$ -	0				
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 26,939	26,939				
Office Supplies, Postage	\$ 16,553	16,553				
Building Maintenance Supplies and Repair	\$ 39,341	39,341				
Printing and Reproduction	\$ -	0				
Insurance	\$ 14,608	14,608				
Staff Training	\$ 4,605	4,605				
Staff Travel-(Local & Out of Town)	\$ 2,418	2,418				
Rental of Equipment	\$ 8,236	8,236				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)						
Consultant - Thomas Rogat - Clinical Supervision \$100 hour	\$ -	0				
Consultant - P. Boyle - research for suitable Coops \$85 hour	\$ -	0				
Consultant - Security - 1st of month check distribution (N&S)	\$ 726	726				
Consultant - Legal Svcs, tenant and HR issues; hourly rate varies by job	\$ 25,078	25,078				
Consultant - A. Kutik, Committee for Supported Self Mgmt \$85 hour, 6 month job	\$ 4,693	4,693				
Consultant - S. Little, CBHS contract support \$85 hour	\$ 352	352				
Consultant - Tech Support	\$ 414	414				
ML Properties (Coops) - Tenant Rent Subsidies	\$ 1,103,715	1,103,715				
OTHER	\$ -					
Furnishings - under \$5000 (non-capital items)	\$ 5,746	5,746				
Tenant deposits (to secure Coop rental units)	\$ -	0				
Client Expense (bank reconciliation fees, check cashing fees; client transportation; other client exp	\$ 63,692	63,692				
Client Expense - Food (Residential program only)	\$ -	0				
TB Testing	\$ 1,443	1,443				
	\$ -					
LOC - Interest	\$ 4,907	4,907				
Courier Services	\$ 62	62				
Miscellaneous	\$ 4,274	4,274				
<b>TOTAL OPERATING EXPENSE</b>	<b>\$1,327,802</b>	<b>\$1,327,802</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

CBHS BUDGET JUSTIFICATION (B-2.2)

Basic Duties

Conard House, Inc.

Provider Number (same as line 7 on DPH 1): **8949SH** Appendix #: B-2.2, Page 4  
 Provider Name (same as line 8 on DPH 1): **Supportive Housing** Document Date: 10/15/2016  
 Date: **October 15, 2016** Fiscal Year: **7/1/2016 - 6/30/2017** 1.0 FTE

Salaries and Benefits	Salaries	FTE
Director SHCS	\$15,516	0.174
Assoc Direct Oper SHCS	\$12,689	0.218
Assoc Director CIS	\$15,342	0.269
Manager CIS	\$11,557	0.269
CI Support Tech	\$9,889	0.269
Program Assistant SHP / CS	\$6,473	0.242
Director Supportive Employment	\$58,040	1.000
Employment Specialist	\$40,272	1.000
Director FIU	\$16,933	0.373
Sr Acct Mgr FIU	\$11,638	0.304
Sr Acct Mgr FIU	\$19,464	0.404
Account Mgr FIU Relief	\$8,705	0.282
Assoc Director OP Services	\$42,519	0.745
Program Directors, Intake Coord, Lyric Sr CM	\$74,257	1.673
Sr Program Directors	\$51,257	1.069
Sr Case Manager	\$53,197	1.412
Counselor / Case Manager 2	\$112,512	3.115
Case Manager 1	\$81,055	2.356
Sr Counselors: JS Community / Coops	\$23,136	0.552
Messengers	\$19,272	0.640
Counselors at higher rates (pre union)	\$37,418	0.828
<b>TOTAL SALARIES</b>	<b>\$718,492</b>	<b>17.394</b>

- 89.217 Supervise Supportive Housing and Rep Payee programs
- 58.190 Provide support for Director SHCS, Deputy Safety Officer
- 57.006 Supervise Client Information Services: UCS billing and management of FIU client funds
- 42.942 Manage technical services for client billing including ancillary services for computer copiers and printers set up and troubleshooting interfaces communications (telephone and internet)
- 36.000 Provide technical assistance to CIS Manager
- 26.802 Support Assoc Director Operations SHCS; gatekeeper for client filing system located at 1385 Mission Street
- 58.040 Provide Supportive Employment services including billable hours; supervise desk clerk training
- 40.823 Provide desk clerk training for SHP sites to ensure program safety
- 45.439 Supervise Fiscal Intermediary Unit - manage client deposits and disbursements as requested by program staff
- 38.256 Fiscal services for client funds - gatekeeper
- 38.256 Fiscal services for client funds - gatekeeper
- 34.402 Support fiscal services for client funds - gatekeeper
- 57.051 Supervise Program Directors for assigned sites; review client case files; ensure integrity of UCS billings
- 44.382 Program Directors supervise site staff; review UCS billing; ensure health and safety issues are addressed at their site
- 47.927 Senior Program Directors provide same services as Program Directors for more complex programs
- 37.688 Sr CM's are management staff; support Program Directors; fill in for PD absence; provide UCS billing services
- 36.125 All Counselors and CM2's provide UCS billing for Medical eligible clients
- 34.405 CM1's primary responsibility is to support Case Management functions; occasional billing UCS
- 41.911 One of two staff assigned to the new Jackson Street Community program
- 22.642 Clients hired to move interoffice mail between sites
- 45.194 Counselors providing same UCS billing services; salary scale is not within current range as they predate union.

FICA/MED 7.65%	\$54,965
Workers' Compensation (shared between client and housing - 3.38%)	\$24,285
Employer 129 Cafeteria plan (\$558/month per FTE; 16% increase May 1, 2011)	\$119,790
Other - UI, Employer match Retirement (20%); misc - HCSA/HCSO	\$16,508
<b>TOTAL BENEFITS</b>	<b>\$215,547</b>

**TOTAL SALARIES & BENEFITS \$934,039**

**Operating Expenses**  
 Formulas to be expressed with FTE's, square footage, or % of program within agency - not as a total amount divided by 12

Occupancy:		
Rent (OTHER)		
Rent Subsidy Original Coops Master Leased (80 beds)	\$299,946	31.71% of Supportive Housing program site(s) Coops
Operating Subsidy Owned Coop 28th Street (10 beds)	\$32,069	3.39% of Supportive Housing program site(s) 28th St Coop
Operating Subsidy Owned Coop McAllister Street (10 beds)	\$7,646	0.81% of Supportive Housing program site(s) McAllister St Coop
Rent Subsidy New Coops Master Leased (40-80 beds)	\$279,052	35.77% of Supportive Housing program site(s) New Coops
Operating Subsidy Washburn	\$217,000	32.74% of Supportive Housing program site(s) Washburn
Operating Subsidy El Dorado	\$136,000	23.07% of Supportive Housing program site(s) El Dorado
Operating Subsidy Midon	\$132,000	22.25% of Supportive Housing program site(s) Midon
Premises rental (27.6% share of site cost)	\$61,336	
Building Maintenance...		
Blgd Maintenance supplies and repair (non-capital) (27.6% share of site cost)	\$39,341	
<b>Total Occupancy:</b>	<b>\$1,204,392</b>	

**Other expenses**

Utilities and Telephone (27.6% share of site cost)	\$26,939
Office Supplies (27.6% share of site cost)	\$16,563
<b>Other Operating expenses (27.6% share of program cost)</b>	<b>\$3,030</b>

**Program/Medical Supplies**

Client Expense (bank reconciliation fees, check cashing fees, client transportation; other client exp - shared cost is proportionate to dollar value of client deposits and disbursements by program; none of this cost is Medical eligible, therefore is not shared cost with any outpatient service allocation)	\$16,173
<b>Total Materials and Supplies:</b>	<b>\$62,695</b>

**General Operating:**

Insurance: Share of commercial policy insurance including professional liability, crime, liability and commercial blanket bond	\$ 14,608
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**Staff Training:**

Inservice training including cultural competency; safety (share of overall agency cost based on FTE)	\$ 4,605
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**Rental of Equipment:**

copiers (27.6% share of site cost)	\$ 8,236
<b>Total General Operating:</b>	<b>\$27,449</b>

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

Travel including mileage, parking, tolls, public transit (27.6% share of program cost)	\$ 2,418
<b>Total Staff Travel:</b>	<b>\$2,418</b>

**Consultants/Subcontractors:**

Consultant - Security	\$726
Consultant - Legal Svcs: tenant and HR issues; hourly rate varies by job (Housing issues: 100% of program cost; HR issues: 27.6% of program cost)	\$25,076
Consultant - A. Kutik, Committee for Supported Self Mgmt \$85 hour, 6 month job (27.6% of program cost)	\$4,693
Consultant - S. Little, CBHS contract support \$85 hour (27.6% of program cost)	\$382
Consultant - Tech Support (27.6% share of program cost)	\$414
<b>Total Consultants/Subcontractors:</b>	<b>\$30,848</b>
<b>TOTAL OPERATING COSTS:</b>	<b>\$1,327,802</b>

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

<b>TOTAL DIRECT COSTS (Salaries &amp; Benefits plus Operating Costs):</b>	<b>\$2,261,844</b>
<b>CONTRACT TOTAL:</b>	

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

FISCAL YEAR:	10-11	NEW	APPENDIX #:		B-3, Page 1
LEGAL ENTITY NAME:	Conard House, Inc.	PROVIDER #:	8949		
PROVIDER NAME:	Rep Payee				
REPORTING UNIT NAME:	Rep Payee				
REPORTING UNIT:	8949RP				
MODE OF SVCS / SERVICE FUNCTION CODE	60/78				
SERVICE DESCRIPTION	Other Non-MediCal Client Support Exp			#N/A	TOTAL
CBHS FUNDING TERM:	7/1/2010 - 6/30/2011				
<b>FUNDING USES:</b>					
SALARIES & EMPLOYEE BENEFITS		525,968	0		525,968
OPERATING EXPENSE		173,488	0		173,488
CAPITAL OUTLAY (COST \$5,000 AND OVER)					0
<b>SUBTOTAL DIRECT COSTS</b>	0	<b>699,456</b>	0	0	<b>699,456</b>
INDIRECT COST AMOUNT	0	83,934	0	0	83,934
<b>TOTAL FUNDING USES:</b>	0	<b>783,389</b>	0	0	<b>783,389</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES:</b>					
FEDERAL REVENUES - click below					
STATE REVENUES - click below					
GRANTS - click below					
	CFDA #:				
IMHSA		40,991			40,991
PRIOR YEAR ROLL OVER - click below					
WORK ORDERS - click below					
HSA (Human Svcs Agency)		598,348			598,348
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
Please enter other here if not in pull down					
REALIGNMENT FUNDS					
COUNTY GENERAL FUND		144,050			144,050
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>		<b>783,389</b>			<b>783,389</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>					
FEDERAL REVENUES - click below					
STATE REVENUES - click below					
GRANTS/PROJECTS - click below					
	CFDA #:				
Please enter other here if not in pull down					
WORK ORDERS - click below					
Please enter other here if not in pull down					
3RD PARTY PAYOR REVENUES - click below					
Please enter other here if not in pull down					
COUNTY GENERAL FUND					
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
<b>TOTAL DPH REVENUES</b>		<b>783,389</b>			<b>783,389</b>
NON-DPH REVENUES - click below					
<b>TOTAL NON-DPH REVENUES</b>	0	0	0	0	0
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>		<b>783,389</b>			<b>783,389</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>					
UNITS OF SERVICE <sup>1</sup>		180,000			180,000
UNITS OF TIME <sup>2</sup>					
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	0.00	4.35			
COST PER UNIT--DPH RATE (DPH REVENUES ONLY)	0.00	4.35			
PUBLISHED RATE (MEDI-CAL PROVIDERS ONLY)					
UNDUPLICATED CLIENTS		800			800

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours

DPH 3: Salaries & Benefits Detail

Conard House, Inc.

NEW

APPENDIX #: B - 3, Page 2

Provider Number (same as line 7 on DPH 1): 8949

Document Date: 10/15/2010

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

POSITION TITLE	TOTAL		GENERAL FUND & (Agency-generated) OTHER REVENUE		MHSA				WORK ORDER H.S.A.		WORK ORDER #2: (dept. name)	
	Proposed Transaction Term: July 1, 2010 - June 30, 2011		Proposed Transaction Term: July 1, 2010 - June 30, 2011		Proposed Transaction Term: July 1, 2010 - June 30, 2011		Proposed Transaction Term: July 1, 2010 - June 30, 2011		Proposed Transaction Term: July 1, 2010 - June 30, 2011		Proposed Transaction Term: July 1, 2010 - June 30, 2011	
	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES	FTE	SALARIES
Program Director JSRP (close out)	0.000	\$										0
Counselors JSRP Counselors (close out)	0.000	\$										0
Relief Staff JSRP (close out)	0.000	\$										0
Admin Coordinator JSRP (close out)	0.000	\$										0
Program Assistant JSRP (close out)	0.000	\$										0
Director SHCS	0.098	\$ 8,779	0.013	1,139	0.004	324			0.082	7,316		
Assoc Direct Oper SHCS	0.041	\$ 2,386	0.000	0	0.000	0			0.041	2,386		
Assoc Director CIS	0.008	\$ 467	0.000	0	0.000	0			0.008	467		
Manager CIS	0.008	\$ 352	0.000	0	0.000	0			0.008	352		
CIS Support Tech	0.008	\$ 295	0.000	0	0.000	0			0.008	295		
Program Assistant SHP / CS	0.000	\$	0.000	0	0.000	0			0.000	0		
Director Clinical Training	0.000	\$	0.000	0	0.000	0			0.000	0		
Psych Research Analyst	0.000	\$	0.000	0	0.000	0			0.000	0		
Health Education Coordinator	0.000	\$	0.000	0	0.000	0			0.000	0		
Director Supportive Employment	0.000	\$	0.000	0	0.000	0			0.000	0		
Employment Specialist	0.000	\$	0.000	0	0.000	0			0.000	0		
Director Clinical Services	0.041	\$	0.016	0	0.005	0			0.021	0		
Director FIU	0.494	\$ 26,525	0.049	5,387	0.014	1,533			0.432	18,605		
Sr Acct Mgr FIU	0.562	\$ 24,955	0.049	4,536	0.014	1,291			0.500	19,129		
Sr Acct Mgr FIU	0.452	\$ 21,130	0.049	4,536	0.014	1,291			0.400	15,303		
Account Mgr FIU Relief	0.151	\$ 3,387	0.024	1,019	0.007	290			0.120	2,078		
Assoc Director OP Services	0.123	\$ 7,017	0.000	0	0.000	0			0.123	7,017		
Program Directors, Intake Coord, Lyric Str CM	0.410	\$ 18,197	0.105	4,675	0.030	1,330			0.275	12,192		
Sr Program Directors	0.775	\$ 37,139	0.160	7,649	0.045	2,177			0.570	27,314		
Sr Case Manager	1.230	\$	0.319	0	0.091	0			0.820	0		
Counselor / Case Manager 2	2.246	\$	0.319	0	0.091	0			1.836	0		
Case Manager 1	5.820	\$ 242,719	0.638	54,563	0.182	15,527			5.000	172,629		
Sr Counselors JS Community / Coops	0.000	\$	0.000	0	0.000	0			0.000	0		
Messengers	0.490	\$ 11,242	0.000	0	0.000	0			0.490	11,242		
Counselors at higher rates (pre union)	0.000	\$	0.000	0	0.000	0			0.000	0		
	0.000	\$	0.000	0	0.000	0			0.000	0		
	0.000	\$	0.000	0	0.000	0			0.000	0		
	0.000	\$	0.000	0	0.000	0			0.000	0		
	0.000	\$	0.000	0	0.000	0			0.000	0		
	0.000	\$	0.000	0	0.000	0			0.000	0		
	0.000	\$	0.000	0	0.000	0			0.000	0		
	0.000	\$	0.000	0	0.000	0			0.000	0		
TOTALS	12.969	\$404,590	1.740	\$83,503	0.50	\$23,762	0.00	\$0	10.733	\$297,325	0.00	\$0

EMPLOYEE FRINGE BENEFITS	30%	121,377	30%	25,051	30%	7,129	#DIV/0!	30%	69,198	#DIV/0!
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TOTAL SALARIES & BENEFITS	\$525,968	\$108,554	\$30,891	\$0	\$386,523	\$0
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DPH 4: Operating Expenses Detail

Conard House, Inc.

APPENDIX #: B-3, Page 3

Document Date: 10/15/2010

Provider Number (same as line 7 on DPH 1): 8949RP  
 Provider Name (same as line 8 on DPH 1): Rep Payee

Expenditure Category

Rental of Property  
 Utilities(Elec. Water, Gas, Phone, Scavenger)  
 Office Supplies, Postage  
 Building Maintenance Supplies and Repair  
 Printing and Reproduction  
 Insurance  
 Staff Training  
 Staff Travel-(Local & Out of Town)  
 Rental of Equipment  
 CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)  
 Consultant - Thomas Rogat - Clinical Supervision \$100 hour  
 Consultant - P. Boyle - research for suitable Coops \$85 hour  
 Consultant - Security - 1st of month check distribution (N&S)  
 Consultant - Legal Svcs; tenant and HR issues; hourly rate varies by job  
 Consultant - A. Kufik, Committee for Supported Self Mgmt \$85 hour, 6 month job  
 Consultant - S. Little, CBHS contract support \$85 hour  
 Consultant - Tech Support  
 ML Properties (Coops) - Tenant Rent Subsidies  
 OTHER  
 Furnishings - under \$5000 (non-capital items)  
 Tenant deposits (to secure Coop rental units)  
 Client Expense (bank reconciliation fees, check cashing fees; client transportation; other client exp  
 Client Expense - Food (Residential program only)  
 TB Testing  
 LOC - Interest  
 Courier Services  
 Miscellaneous

TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: MHSA		WORK ORDER H.S.A.	WORK ORDER #2: (dept. name)
PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011		Term: July 1, 2010 - June 30, 2011	
\$ 37,820.04	1,248	32,185		4,387	
\$ 18,500.02	722	15,241		2,537	
\$ 11,051.14	586	8,405		2,060	
\$ 11,087.63	685	7,995		2,408	
\$ -	0	0		0	
\$ 5,312.37	42	5,125		146	
\$ 1,415.32	41	1,230		144	
\$ 902.00	18	820		64	
\$ 5,327.54	272	4,100		956	
	0				
\$ -	0	0		0	
\$ -	0	0		0	
\$ 3,180.00	0	3,180		0	
\$ 1,859.00	80	1,500		279	
\$ -	0	0		0	
\$ -	0	0		0	
\$ -	0	0		0	
\$ -	0	0		0	
\$ -	0	0		0	
\$ 1,508.80	9	1,468		32	
\$ -	0	0		0	
\$ 74,093.00	3,122	60,000		10,971	
\$ 118.00	26	0		92	
\$ 410.00	0	410		0	
	0				
\$ 512.09	113	0		399	
\$ 391.00	87	0		304	
	0				
<b>TOTAL OPERATING EXPENSE</b>	<b>\$173,488</b>	<b>\$7,051</b>	<b>\$141,659</b>	<b>\$0</b>	<b>\$24,778</b>
				<b>\$0</b>	

CBHS BUDGET JUSTIFICATION (B-3)

Conard House, Inc

Provider Number (same as line 7 on DPH 1):	8949RP	Appendix #: B-3, Page 4
Provider Name (same as line 8 on DPH 1):	Conard House	Document Date: 10/15/2010
Date: October 14, 2010	Fiscal Year:	7/1/2010 - 6/30/2011

1.0 FTE W/

Basic Duties

Salaries and Benefits	Salaries		FTE
Director SHCS	\$8,779		0.096
Assoc Direct Oper SHCS	\$2,386		0.041
Assoc Director CHS	\$467		0.008
Manager CIS	\$352		0.008
CIS Support Tech	\$295		0.006
Director FIU	\$26,525		0.584
Sr Acct Mgr FIU	\$24,955		0.662
Sr Acct Mgr FIU	\$21,130		0.662
Account Mgr FIU Relief	\$3,367		0.098
Assoc Director OP Services	\$7,017		0.123
Program Directors, Intake Coord, Lync, Sr CM	\$18,197		0.410
Sr Program Directors	\$37,139		0.776
Case Manager 1	\$242,719		7.066
Messengers	\$11,242		0.490
Non-clinical staffing and share of costs			
<b>TOTAL SALARIES</b>	<b>\$404,690</b>		<b>10.904</b>

- 69,217 Supervise Supportive Housing and Rep Payee programs
- 58,190 Provide support for Director SHCS, Deputy Safety Officer
- 57,006 Supervise Client Information Services: UOS billing and management of FIU client funds
- Manage technical services for client billing including ancillary services for computer copiers and printers set up and troubleshooting; interoffice communications (telephone and internet)
- 42,942 Provide technical assistance to CIS Manager
- 36,006 Supervise Fiscal Intermediary Unit - manage client deposits and disbursements as requested by program staff
- 45,435 Fiscal services for client funds - gatekeeper
- 36,256 Fiscal services for client funds - gatekeeper
- 38,256 Support fiscal services for client funds - gatekeeper
- 34,402 Supervise Program Directors for assigned sites; review client case files, ensure integrity of UOS billings
- 57,051 Program Directors supervise site staff, review UOS billing, ensure health and safety issues are addressed at their site
- 44,362 Senior Program Directors provide same services as Program Directors for more complex programs
- 47,927 CMT's primary responsibility is to support Case Management functions, occasional billing UOS
- 34,406 Clients hired to move interoffice mail between sites
- 22,942

FICA/AMED 7.65%	\$30,851	
Worker's Compensation (clinical rate most sites - 0.53%)	\$2,144	
Employer 12% Cafeteria plan (\$558/month per FTE, 16% increase May 1, 2011)	\$75,091	
Other - UI, Employer match Retirement (20%), misc - HCSA/HCSO	\$13,181	
<b>TOTAL BENEFITS</b>	<b>\$121,378</b>	

**TOTAL SALARIES & BENEFITS \$626,068**

**Operating Expenses**  
Formulas to be expressed with FTE's, square footage, or % of program within agency - not as a total amount divided by 12 Occupancy:

Premises rental (3 sites, North, South, South2) at 41% of Rep Payee cost	\$37,820
Utilities and Telephone 41% of Rep Payee program cost	\$18,500
<b>Building Maintenance:</b>	
Blgd maintenance - 41% of shared Rep Payee cost	\$11,088
<b>Total Occupancy:</b>	<b>\$67,408</b>
<b>Other expenses:</b>	
Office Supplies - 41% of shared Rep Payee cost	\$11,051
Furnishings under \$5000 - 41% of shared Rep Payee cost	\$1,509
Other program expenses - 41% of shared Rep Payee cost	\$12,482

<b>Program/Medical Supplies:</b>	
Client Expense (bank reconciliation fees, check cashing fees, client transportation; other client exp - shared cost is proportionate to dollar value of client deposits and disbursements by program; none of this cost is Medical eligible, therefore is not shared cost with any outpatient service allocation)	\$74,099
<b>Total Materials and Supplies:</b>	<b>\$88,094</b>

<b>General Operating:</b>	
<b>Insurance:</b>	
Share of commercial policy insurance including professional liability, crime, liability and commercial blanket bond (41% of shared Rep Payee cost)	\$ 5,312
<b>Staff Training:</b>	
Inservice training including cultural competency, safety (41% share of Rep Payee cost)	\$ 1,415
<b>Rental of Equipment:</b>	
copiers 41% share of Rep Payee site cost	\$ 5,328
<b>Total General Operating:</b>	<b>\$12,065</b>
<b>Staff Travel (Local &amp; Out of Town):</b>	
Travel including mileage, parking, tolls, public transit 41% share of Rep Payee program cost	\$ 902
<b>Total Staff Travel:</b>	<b>\$902</b>

<b>Consultants/Subcontractors:</b>	
Consultant - Security - 1st of month check distribution (N&S) 41% share of Rep Payee cost	\$3,180
Consultant - Legal Svcs HR issues; hourly rate varies by job 41% share of Rep Payee cost	\$1,859
<b>Total Consultants/Subcontractors:</b>	<b>\$5,039</b>

**TOTAL OPERATING COSTS: \$173,488**

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

<b>TOTAL DIRECT COSTS (Salaries &amp; Benefits plus Operating Costs):</b>	<b>\$699,456</b>
<b>CONTRACT TOTAL:</b>	

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

FISCAL YEAR:		10-11	APPENDIX #:		B-4	Page 1
LEGAL ENTITY NAME:		Conard House, Inc.	PROVIDER #:		8949	
PROVIDER NAME:		New Coops Start-up				
REPORTING UNIT NAME:	New Coops Start-up					
REPORTING UNIT:	8949SH					
MODE OF SVCS / SERVICE FUNCTION CODE:	60/71					
SERVICE DESCRIPTION:	CS-Client Hsng Operating Exp	#N/A	#N/A	#N/A	#N/A	TOTAL
CBHS FUNDING TERM:	7/1/2010 - 6/30/2011					
<b>FUNDING USES:</b>						
SALARIES & EMPLOYEE BENEFITS	0					0
OPERATING EXPENSE	118,700					118,700
CAPITAL OUTLAY (COST \$5,000 AND OVER)						0
<b>SUBTOTAL DIRECT COSTS</b>	<b>118,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>118,700</b>
INDIRECT COST AMOUNT	14,244					14,244
<b>TOTAL FUNDING USES:</b>	<b>132,944</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>132,944</b>
<b>CBHS MENTAL HEALTH FUNDING SOURCES</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS - click below	CFDA #:					
Please enter other here if not in pull down						
PRIOR YEAR ROLL OVER - click below						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
REALIGNMENT FUNDS						
COUNTY GENERAL FUND	132,944					132,944
<b>TOTAL CBHS MENTAL HEALTH FUNDING SOURCES</b>	<b>132,944</b>					<b>132,944</b>
<b>CBHS SUBSTANCE ABUSE FUNDING SOURCES:</b>						
FEDERAL REVENUES - click below						
STATE REVENUES - click below						
GRANTS/PROJECTS - click below	CFDA #:					
Please enter other here if not in pull down						
WORK ORDERS - click below						
Please enter other here if not in pull down						
3RD PARTY PAYOR REVENUES - click below						
Please enter other here if not in pull down						
COUNTY GENERAL FUND						
<b>TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES</b>						
<b>TOTAL DPH REVENUES</b>	<b>132,944</b>					<b>132,944</b>
NON-DPH REVENUES - click below						
<b>TOTAL NON-DPH REVENUES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REVENUES (DPH AND NON-DPH)</b>	<b>132,944</b>					<b>132,944</b>
<b>CBHS UNITS OF SVCS/TIME AND UNIT COST:</b>						
UNITS OF SERVICE <sup>1</sup>	N/A					
UNITS OF TIME <sup>2</sup>						
COST PER UNIT-CONTRACT RATE (DPH & NON-DPH REVENUES)	Cost Reimb	0.00	0.00	0.00	0.00	
COST PER UNIT-DPH RATE (DPH REVENUES ONLY)	Cost Reimb	0.00	0.00	0.00	0.00	
PUBLISHED RATE (MEDICAL PROVIDERS ONLY)						
UNDUPLICATED CLIENTS	40					

<sup>1</sup>Units of Service: Days, Client Day, Full Day/Half-Day

<sup>2</sup>Units of Time: MH Mode 15 = Minutes/MH Mode 10, SFC 20-25=Hours



DPH 4: Operating Expenses Detail

Conard House, Inc.

APPENDIX #: B-4, Page 3  
Document Date: 10/15/2010

Provider Number (same as line 7 on DPH 1): 8949SH  
Provider Name (same as line 8 on DPH 1): New Coops Start-up

Expenditure Category	TOTAL	GENERAL FUND & (Agency-generated) OTHER REVENUE	GRANT #1: (grant title)	GRANT #2: (grant title)	WORK ORDER H.S.A.	WORK ORDER #2: (dept. name)
	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION	PROPOSED TRANSACTION
	Term: July 1, 2010 - June 30, 2011	Term: July 1, 2010 - June 30, 2011			Term: July 1, 2010 June 30, 2011	
Rental of Property	\$ -	0				
Utilities(Elec. Water, Gas, Phone, Scavenger)	\$ -	0				
Office Supplies, Postage	\$ -	0				
Building Maintenance Supplies and Repair	\$ -	0				
Printing and Reproduction	\$ -	0				
Insurance	\$ -	0				
Staff Training	\$ -	0				
Staff Travel-(Local & Out of Town)	\$ -	0				
Rental of Equipment	\$ -	0				
CONSULTANT/SUBCONTRACTOR (Provide Names, Dates, Hours & Amounts)	\$ -	0				
Consultant - Thomas Rogat - Clinical Supervision \$100 hour	\$ -	0				
Consultant - P. Boyle - research for suitable Coops \$85 hour	\$ 18,700.00	18,700				
Consultant - Security - 1st of month check distribution (N&S)	\$ -	0				
Consultant - Legal Svcs; tenant and HR issues, hourly rate varies by job	\$ -	0				
Consultant - A. Kutik, Committee for Supported Self Mgmt \$85 hour, 6 month job	\$ -	0				
Consultant - S. Little, CBHS contract support \$85 hour	\$ -	0				
Consultant - Tech Support	\$ -	0				
ML Properties (Coops) - Tenant Rent Subsidies	\$ -	0				
OTHER	\$ -	0				
Furnishings - under \$5000 (non-capital items)	\$ 50,000.00	50,000				
Tenant deposits (to secure Coop rental units)	\$ 50,000.00	50,000				
Client Expense (bank reconciliation fees, check cashing fees; client transportation; other client exp	\$ -	0				
Client Expense - Food (Residential program only)	\$ -	0				
TB Testing	\$ -	0				
	\$ -	0				
LOC - Interest	\$ -	0				
Courier Services	\$ -	0				
Miscellaneous	\$ -	0				
<b>TOTAL OPERATING EXPENSE</b>	<b>\$118,700</b>	<b>\$118,700</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



**CBHS BUDGET JUSTIFICATION (B-4)**

Provider Number (same as line 7 on DPH 1):	8949SH	Appendix B-4, Page 5
Provider Name (same as line 8 on DPH 1):	New Coops Start-up Costs	Document Date: 10/15/2010
Date: October 15, 2010	Fiscal Year:	7/1/2010 - 6/30/2011

Salaries and Benefits	Salaries	FTE
TOTAL SALARIES	\$0	
TOTAL BENEFITS	\$0	

**TOTAL SALARIES & BENEFITS** **\$0**

**Operating Expenses**

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

**Occupancy:**

Rent (OTHER)

Tenant Deposits and Last Month's rent 25 - 40 beds (8 - 15 units) \$50,000

**Total Occupancy:** **\$50,000**

**Materials and Supplies:**

Office Supplies:

Furnishings (under \$5000)

Common area furniture and bedroom furnishings 25 - 40 beds (8 - 15 units) \$50,000

Printing/Reproduction:

Program/Medical Supplies:

**Total Materials and Supplies:** **\$50,000**

**General Operating:**

**Total General Operating:** **\$0**

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

**\$0**

**Consultants/Subcontractors:**

Consultant - P. Boyle - locate suitable Coops 220 hours @\$85 \$18,700

**Total Consultants/Subcontractors:** **\$18,700**

**TOTAL OPERATING COSTS:** **\$118,700**

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

**TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):** **\$118,700**



**Appendix C  
Insurance Waiver**

**RESERVED**

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



**Appendix D**  
**Additional Terms**

**1. HIPAA**

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

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

**2. THIRD PARTY BENEFICIARIES**

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

**3. CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

**4. MATERIALS REVIEW**

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





## Appendix E

### BUSINESS ASSOCIATE ADDENDUM

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

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#### RECITALS

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

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

#### 1. Definitions

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

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.F. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C.

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

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

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

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

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

### 3. Termination

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

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

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

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

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

#### 5. **Disclaimer**

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

#### 6. **Certification**

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

#### 7. **Amendment**

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

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

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

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

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

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

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

#### **11. Interpretation**

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

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

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





**Appendix F**  
**Invoice**



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

Appendix F  
PAGE A

Control Number

Contractor: Conard House

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No.: (415) 8 Tel No.: (415) 864-7833  
Fax No.: (415) 8 Fax No.: (415) 885-2344

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M10 JL 0

Ct. Blanket No.: BPHM  User Cd

Ct. PO No.: POHM

Fund Source:

Invoice Period:

Final Invoice:  (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-4 New Coops RU# 8949SH Start Up												
60/ 71 CS-Client Hsng Operating Exp							#DIV/0!				#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Personnel Expenses</b>	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Contractor/ Subcontractor	\$ 18,700.00	\$ -	\$ -	0.00%	\$ 18,700.00
Other: Furnishings - under \$5000 (non-capital items)	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00
Tenant deposits (to secure Coop rental units)	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00
<b>Total Operating Expenses</b>	\$ 118,700.00	\$ -	\$ -	0.00%	\$ 118,700.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 118,700.00	\$ -	\$ -	0.00%	\$ 118,700.00
Indirect Expenses	\$ 14,244.00	\$ -	\$ -	0.00%	\$ 14,244.00
<b>TOTAL EXPENSES</b>	\$ 132,944.00	\$ -	\$ -	0.00%	\$ 132,944.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

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

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

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

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

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

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

DPH Authorization for Payment

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

\_\_\_\_\_  
Date

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

Appendix F  
PAGE A

Control Number

\_\_\_\_\_

Contractor: Conard House

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No.: (415) 8 Tel No.: (415) 864-7833  
Fax No.: (415) 8 Fax No.: (415) 885-2344

Contract Term: 07/01/2010 - 07/31/2010

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M09 JL 0

Ct. Blanket No.: BPHM TBD  
User Cd

Ct. PO No.: POHM TBD

Fund Source: General Fund

Invoice Period: July 2010

Final Invoice: (Check if Yes)

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

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Jackson Street Residential Treatment</b>												
05/ 65 - 79 Adult Residential							#DIV/0!					#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 32,375.00	\$ -	\$ -	0.00%	\$ 32,375.00
Fringe Benefits	\$ 7,884.00	\$ -	\$ -	0.00%	\$ 7,884.00
<b>Total Personnel Expenses</b>	\$ 40,259.00	\$ -	\$ -	0.00%	\$ 40,259.00
<b>Operating Expenses:</b>					
Occupancy	\$ 9,374.00	\$ -	\$ -	0.00%	\$ 9,374.00
Materials and Supplies	\$ 814.00	\$ -	\$ -	0.00%	\$ 814.00
General Operating	\$ 2,010.00	\$ -	\$ -	0.00%	\$ 2,010.00
Staff Travel	\$ 294.00	\$ -	\$ -	0.00%	\$ 294.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: FMP Wrap Around Services	\$ 1,426.00	\$ -	\$ -	0.00%	\$ 1,426.00
DMS Flex	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ 13,918.00	\$ -	\$ -	0.00%	\$ 13,918.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 54,177.00	\$ -	\$ -	0.00%	\$ 54,177.00
Indirect Expenses	\$ 6,501.00	\$ -	\$ -	0.00%	\$ 6,501.00
<b>TOTAL EXPENSES</b>	\$ 60,678.00	\$ -	\$ -	0.00%	\$ 60,678.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

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

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

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

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

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

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

DPH Authorization for Payment

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

\_\_\_\_\_  
Date



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

Appendix F  
 PAGE A

Control Number

Contractor: Conard House

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No.: (415) 864-7833

Fax No.: (415) 885-2344

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER :

CL Blanket No.: BPHM

CL PO No.: POHM  User Cid

Fund Source:

Invoice Period :

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>B-2.1 Outpatient Services (Supportive Housing) RU# 89492</b>												
15/ 01 - 09 15-01 Case Management Brokerage	859				\$ 2.02	\$ -	0.000		0.00%		859.000	1,735.18
15/ 10 - 59 15-10 Mental Health Collateral	5,540				\$ 2.61	\$ -	0.000		0.00%		5,540.000	14,459.40
15/ 10 - 59 15-30 Mental Health Assessment	7,209				\$ 2.61	\$ -	0.000		0.00%		7,209.000	18,815.49
15/ 10 - 59 15-40 Mental Health Individual	74,175				\$ 2.61	\$ -	0.000		0.00%		74,175.000	193,596.75
15/ 10 - 59 15-50 Mental Health Group	37,534				\$ 2.61	\$ -	0.000		0.00%		37,534.000	97,863.74
15/ 10 - 59 15-70 Crisis Intervention	682				\$ 3.88	\$ -	0.000		0.00%		682.000	2,646.16
<b>TOTAL</b>	<b>125,999</b>		<b>0.000</b>				<b>0.000</b>		<b>0.00%</b>		<b>125,999.000</b>	<b>\$ 329,216.72</b>

<b>SUBTOTAL AMOUNT DUE</b>	\$ -	NOTES:
<b>Less: Initial Payment Recovery</b>		\$70,950.00 - DEAP-SSI Funding
<b>(For DPH Use) Other Adjustments</b>		
<b>NET REIMBURSEMENT</b>	\$ -	

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

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

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

DPH Authorization for Payment  
 \_\_\_\_\_  
 Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

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

Appendix F  
 PAGE A

Control Number  
 \_\_\_\_\_

Contractor: Conard House

Address: 149 Ninth St., 4th Floor, San Francisco, CA 94103

Tel No.: (415) 864-7833

Fax No.: (415) 885-2344

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: MO6 JL 0

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: General Fund - HUH Housing

Invoice Period: July 2010

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

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

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

\*Unduplicated Counts for AIDS Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (Net 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-2.2 Supportive Housing RU# 8949SH	8,473				\$ 15.65	\$	0,000		0.00%			8,473,000	
60/ 78 SH Service Days													
<b>TOTAL</b>	<b>8,473</b>		<b>0,000</b>				<b>0,000</b>		<b>0.00%</b>			<b>8,473,000</b>	

\$ 132,602.45

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

NOTES:  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

DPH Authorization for Payment  
 \_\_\_\_\_  
 Authorized Signatory Date

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

Appendix F  
 PAGE A

Control Number

[ ]

Contractor: Conard House

Address: 149 Ninth St., 4th Floor, San Francisco, CA 94103

Tel No.: (415) 864-7833

Fax No.: (415) 885-2344

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

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M04 JL 0

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: HMHM DEAP/SSI

Invoice Period: July 2010

Final Invoice: [ ] (Check if Yes)

ACE Control Number: [ ]

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
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\*Unduplicated Counts for AIDS Use Only

DELIVERABLES Program Name/Reptg Unit Modality/Mode # - Svc Func (MHS 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-3 Rep Payee Services RU# 8949RP												
Other Non-Medical Client Support Services	33,115				\$ 4.35	\$ -	0.000		0.00%		33,115.000	
<b>TOTAL</b>	<b>33,115</b>		<b>0.000</b>				<b>0.000</b>		<b>0.00%</b>		<b>33,115.000</b>	

\$ 144,050.25

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

NOTES:

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

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

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

DPH Authorization for Payment  
 \_\_\_\_\_  
 Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_



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

Appendix F  
PAGE A

Control Number  
\_\_\_\_\_

Contractor: **Conard House**  
Address: 1385 Mission Street, San Francisco, CA 94103  
Tel No.: (415) 864-7833  
Fax No.: (415) 885-2344  
Contract Term: 07/01/2010 - 06/30/2011  
PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M03 JL 0  
Ct Blanket No.: BPHM TBD  
Ct PO. No.: POHM TBD User Cd  
Fund Source: MHSA - Prop 63  
Invoice Period: July 2010  
Final Invoice: \_\_\_\_\_ (Check if Yes)  
ACE Control Number: \_\_\_\_\_

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

\*Unduplicated Counts for A825 Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func. (Max 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>B-3 Rep Payee RU# 8949RP</b>												
60/ 78 Other Non-Med/Cal Client Support Svcs	9,423				\$ 4.35	\$ -	0.000		0.00%			9,423,000
<b>B-2.1 Outpatient Services (Supportive Housing) RU# 89482</b>												
15/ 01 - 09 18-01 Case Management Brokerage	52				\$ 2.02	\$ -	0.000		0.00%			52,000
15/ 10 - 59 15-10 Mental Health Collateral	340				\$ 2.61	\$ -	0.000		0.00%			340,000
15/ 10 - 59 15-30 Mental Health Assessment	442				\$ 2.61	\$ -	0.000		0.00%			442,000
15/ 10 - 59 15-40 Mental Health Individual	4,549				\$ 2.61	\$ -	0.000		0.00%			4,549,000
15/ 10 - 59 15-50 Mental Health Group	2,302				\$ 2.61	\$ -	0.000		0.00%			2,302,000
15/ 10 - 59 15-70 Crisis Intervention	42				\$ 3.88	\$ -	0.000		0.00%			42,000
<b>TOTAL</b>	<b>17,150</b>		<b>0,000</b>				<b>0,000</b>		<b>0.00%</b>			<b>17,150,000</b>

\$ 40,990.05 \$ 40,990.05  
105.04  
887.40  
1,153.62  
11,872.89  
6,008.22  
182.96 \$ 20,190.13  
\$ 61,180.18

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

NOTES

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

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

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

DPH Authorization for Payment  
\_\_\_\_\_  
Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

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

Appendix F  
PAGE A

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

Contractor: Conard House

Address: 1385 Mission Street, San Francisco, CA 94103

Tel No: (415) 864-7833  
Fax No: (415) 885-2344

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

FHP Division: Community Behavioral Health Services

INVOICE NUMBER: M01 JL B

Ct.Blanket No.: BPHM TBD

CLPO. No.: POHM TBD User Cd TBD

Fund Source: General Fund

Invoice Period: July 2010

Final Invoice: (Check if Yes)

ACE Control Number:

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

\*Unduplicated Counts for AIDS Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (Rev 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>B-1 Jackson St. Residential Treatment Tx</b>												
05-65 Adult Residential					\$ 180.99	\$ -	0.000		#DIV/0!		0.000	
60-40 Room & Board City GF					\$ 23.21	\$ -	0.000		#DIV/0!		0.000	
60-40 Room & Board Client					\$ 13.18	\$ -	0.000		#DIV/0!		0.000	
<b>B-2.1 Outpatient Services (Supportive Housing) RU# 89492</b>												
15/ 01 - 09 15-01 Case Management Brokerage		8,703			\$ 2.02	\$ -	0.000		0.00%		8,703.000	17,560.06
15/ 10 - 59 15-10 Mental Health Collateral		56,119			\$ 2.61	\$ -	0.000		0.00%		56,119.000	146,470.59
15/ 10 - 59 15-30 Mental Health Assessment		73,022			\$ 2.61	\$ -	0.000		0.00%		73,022.000	190,587.42
15/ 10 - 59 15-40 Mental Health Individual		751,276			\$ 2.61	\$ -	0.000		0.00%		751,276.000	1,960,830.36
15/ 10 - 59 15-50 Mental Health Group		380,163			\$ 2.61	\$ -	0.000		0.00%		380,163.000	992,225.43
15/ 10 - 59 15-70 Crisis Intervention		6,911			\$ 3.88	\$ -	0.000		0.00%		6,911.000	26,814.68
<b>B-2.2 Supportive Housing RU# 89495H</b>												
60/ 79 SH Service Days		149,600			\$ 15.65	\$ -	0.000		0.00%		149,600.000	2,341,240.00
Support Svcs 60-78 Client Fees					\$ 0.13	\$ -	0.000		#DIV/0!		0.000	
Support Svcs 60-78 GF					\$ 12.65	\$ -	0.000		#DIV/0!		0.000	
<b>TOTAL</b>	<b>1,425,794</b>		<b>0.000</b>				<b>0.000</b>		<b>0.00%</b>		<b>1,425,794.000</b>	<b>\$ 5,675,748.54</b>

<b>SUBTOTAL AMOUNT DUE</b>	\$	
<b>Less: Initial Payment Recovery</b>	\$	
<small>(For DPH Use) Other Adjustments</small>	\$	
<b>NET REIMBURSEMENT</b>	\$	

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

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

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

DPH Authorization for Payment
_____ Authorized Signatory
_____ Date

## Appendix G

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

#### Introduction

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

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

#### Dispute Resolution Procedure

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

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

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

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The

Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](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](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

## Appendix H

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

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

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

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



## Appendix I

### Emergency Response

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

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







# CERTIFICATE OF LIABILITY INSURANCE

OP ID PC  
CONARDH

DATE (MM/DD/YYYY)

02/11/10

PRODUCER  
**Chapman**  
 License #0522024  
 P. O. Box 5455  
 Pasadena CA 91117-0455  
 Phone: 626-405-8031 Fax: 626-405-0585

INSURED  
**Conard House, Inc.**  
 1385 Mission Street, Suite 230  
 San Francisco CA 94103-2623

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK528719  PHPK528719	02/11/10  02/11/10	02/11/11  02/11/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000 Emp Ben. 1000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK528719	02/11/10	02/11/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	PHUB298235	02/11/10	02/11/11	EACH OCCURRENCE \$ 7000000 AGGREGATE \$ 7000000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Directors and Officers Liability	PHSD490996	02/11/10	02/11/11	Limit \$5,000,000 Ded. \$0/\$25,000

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

Re: CBHS Contract. City & County of San Francisco, Its Officers, Agents & Employees are named additional insured, but only insofar as the operations under this contract are concerned. General Liability and Auto Liability are primary insurance to any other insurance available to the additional insureds and that insurance applies separately to each insured. (Contd)

### CERTIFICATE HOLDER

### CANCELLATION

CCSFCBH

City & County of San Francisco  
 Comm. Behavioral Health Serv.  
 Dept of Public Hlth, S. Tandoc  
 1380 Howard Street  
 San Francisco CA 94103

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

AUTHORIZED REPRESENTATIVE

**NOTEPAD:**

HOLDER CODE CCSFCBH  
INSURED'S NAME Conard House, Inc.

CONARDH  
OPID PC

PAGE 3  
DATE 02/11/10

10 day notice of cancellation for non-payment of premium.



<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID PC CONARDH	DATE (MM/DD/YYYY) 07/13/09
PRODUCER Chapman License #0522024 P. O. Box 5455 Pasadena CA 91117-0455 Phone: 626-405-8031 Fax: 626-405-0585		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Conard House, Inc. 1385 Mission Street, Suite 230 San Francisco CA 94103-2623		INSURER A: Everest National	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

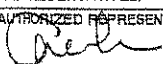
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	6600000551091	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

**RECEIVED**  
 JUL 15 2009  
 CMHS/CSAS OFFICE OF CONTRACT MGMT. & COMPLIANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Evidence of Coverage. 10 days notice of cancellation for non-payment of premium.

**CERTIFICATE HOLDER**

**CANCELLATION**

CITY &  City & County of San Francisco Dept. of Public Health CMHS Contracts Office 1380 Howard Street, Room 442 San Francisco CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

ACORD

## IMPORTANT

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

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

## DISCLAIMER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>City &amp; County of San Francisco, Its Officers, Agents &amp; Employees</p> <p>Re: CBHS Contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

