

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

Amendment Number Three

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2015 in San Francisco, California, by and between **Oakes Children’s Center** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, the Department of Public Health, Community Behavioral Health Services (“Department”) wishes to provide mental health and substance abuse services; and,

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add Appendices A and B for 2015-16, increase compensation, extend term and update standard contractual clauses; and

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

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

a. Agreement. The term “Agreement” shall mean the Agreement dated July 1, 2010, Contract Number BPHM11000051 between Contractor and City as amended by the First Amendment dated July 1, 2011 Contract Numbers BPHM11000051 and DPHM12000032, as amended by the Second Amendment dated July 1, 2014 Contract Numbers BPHM11000051 and DPHM15000190 and this Third Amendment.

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

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

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

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

2. Term of the Agreement.

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

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

2. Term of the Agreement.

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

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

a. 5. Compensation.

b. Compensation shall be made in monthly payments on or before the 30th day of each month for works set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Two Hundred Seventy Six Thousand Five Hundred Thirty Three Dollars (\$9,276,533)**. 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.

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

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

5. Compensation.

Compensation shall be made in monthly payments on or before the 30th day of each month for works set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirteen Million Six Hundred Forty Six Thousand Five Hundred Thirty Six Dollars (\$13,646,536)**. 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.

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

c. Section 14 of the agreement reads as follows:

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.

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

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

accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

d. **Section 16 of the Agreement currently reads as follows:**

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.

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

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. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City.

e. Section 20 of the Agreement currently reads as follows:

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

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

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

And, item 1 of Appendix D attached to this Agreement

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

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

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

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

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

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

20. Default; Remedies.

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

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

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

63. Protected Health Information

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.

f. **Section 49 of the Agreement currently reads as follows:**

49. Administrative Remedy for Agreement Interpretation – DELETED by mutual agreement of the parties

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

49. Administrative Remedy for Agreement Interpretation.

a. **Negotiation; Alternative Dispute Resolution.** The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

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

g. Appendix A dated 07/01/14 (i.e. July 1, 2014) is hereby replaced in its entirety with Appendix A dated 07/01/15 (i.e. July 1, 2015).

- h. Appendices A-1 to A-3 dated 07/01/15 (i.e. July 1, 2015) are hereby added for 2015-16.**
- i. Appendix B dated 07/01/14 (i.e. July 1, 2014) is hereby replaced in its entirety with Appendix B dated 07/01/15 (i.e. July 1, 2015).**
- j. Appendices B-1 to B-3 dated 07/01/14 (i.e. July 1, 2014) are hereby added for 2015-16.**
- k. Appendix D, Additional Terms to the Original Agreement dated 07/01/10 (i.e. July 1, 2010) is hereby deleted in its entirety and replaced with Appendix D dated 07/01/15 (i.e. July 1, 2015).**
- l. Appendix E, Business Associate Addendum to the Original Agreement dated 07/01/10 (i.e. July 1, 2010) is hereby deleted in its entirety and replaced with Appendix E dated 07/01/15 (i.e. July 1, 2015).**
- m. Appendix F page A dated 07/01/15 (i.e. July 1, 2015) is hereby added for 2015-16.**

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

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


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

CITY


CONTRACTOR

Recommended by:

Oakes Children's Center



BARBARA A. GARCIA MPA
Director of Health



CINDY MYERS
INTERIM EXECUTIVE DIRECTOR
1550 TREAT AVE
SAN FRANCISCO, CA 94110

Approved as to Form:

City vendor number: 13672

DENNIS J.HERRERA
City Attorney

By:  9/15/15

KATHY MURPHY
Deputy City Attorney

Approved:

JACI FONG
Director of the Office of Contract
Administration, and Purchaser

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. 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."

L. 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, Medicare 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, but will be settled during the provider's settlement process.

M. CBHS Electronic Health Records System

Treatment Service Providers use the CBHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), CBHS Quality Management and CBHS Program Administration.

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. 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.

P. 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.

Q. 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.

R. 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.

S. Compliance with Community Behavioral Health Services Policies and Procedures

In the provision of SERVICES under CBHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by CBHS, 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.

T. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request."

U. Clinics to Remain Open: Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

Remaining open shall include offering individuals being referred or requesting SERVICES appointments within 24-48 hours (1-2 working days) for the purpose of assessment and disposition/treatment planning, and for arranging appropriate dispositions.

In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTRACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1: Counseling Enriched Educational Program (CEEP)

Appendix A-2: Partnership Severely Emotionally Disturbed (SED)

Appendix A-3: Outpatient Early Periodic Screening Diagnosis and Treatment (EPSTD)

1. Identifiers:

Program Name: Counseling Enriched Educational Program (CEEP)
Program Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA, 94110
Telephone: (415) 641-8000 FAX: (415) 641-8002
Website Address: www.oakeschildrencenter.org

Contractor Address: 1550 Treat Avenue
City, State, ZIP: San Francisco, CA, 94110
Person Completing this Narrative: Laurence Brenner, PhD
Telephone: (415) 641-8000 x214
Email Address: laurencebrenner@oakeschildrenscenter.org

Program Code(s): 88594

2. Nature of Document:

New Renewal Amendment Three

3. Goal Statement:

To provide counseling enriched educational program serving the mental health needs of this unique population and referring clients to a less restrictive environment.

4. Target Population:

Children 4 to 14 years of age diagnosed with emotional and/or behavioral disturbances referred through San Francisco Unified School District (SFUSD) and Behavioral Health Services (BHS) needing None Public School (NPS) and Intensive Outpatient Services.

5. Modality(s)/Intervention(s):

See Appendix B-1 CRDC Day Counseling Enriched Educational Program

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement as necessary.

Clients are referred through the local school district, and BHS. Parents and agencies such as Health and Human Services (HHS) may contact Oakes and are directed to the proper channels. Oakes works collaboratively with many community agencies.

B. Admission Criteria:

- a. Between 4 and 14 years of age.
- b. Demonstration of significant behavioral and/or emotional concerns as determined by Oakes treatment team. Children with additional development delays in the areas of cognitive/language development are also accepted.
- c. Parent and/or guardian willing and able to participate in the program.

C. Service Delivery Model:

Oakes' CEEP is aimed at providing intervention and treatment so that youth ages 4-14 may transition to a less restricted school placement and be successful in a more mainstream setting. The program is integrated with the non-public school at Oakes' site, and the school program operates from 8:30-2:10 Monday, Tuesday, Thursday, and Friday and from 8:30-1:10 on Wednesday.

The program offers Assessment, Plan Development, Collateral, Case-Management, Individual and Group Psychotherapy, Individual Rehabilitation, Interventions, Family Psychotherapy and Counseling, and Medication Support Services.

The program is highly individualized and structured in the services of facilitating greater internal impulse control and regulation of affect. Oakes has been increasing integrating evidence based practices into the program, such as the Incredible Years program.

D. Exit Criteria: Staff, family, and professionals involved in the treatment team agree the child is functioning at a level such that placement in a less restrictive setting would further enhance the child's development. Clients may be transitioned

gradually if appropriate. Clients may continue to be seen through Oakes' outpatient program for continued support or be referred for outpatient mental health services.

E. Staffing: Licensed or waived clinicians, unlicensed mental health staff, students/trainees.

7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured are contained in the BHS document entitled BHS Performance Objectives FY 15-16.

8. Continuous Quality Improvement:

New procedures and activities to monitor, enhance and improve the quality of services delivered will be facilitated by the Quality Assurance Coordinator.

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes provides on site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by BHS.

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

9. Required Language:

N/A

1. **Identifiers:**
 Program Name: Partnership Severely Emotionally Disturbed (SED)
 Program Address: 1550 Treat Avenue
 City, State, ZIP: San Francisco, CA 94114
 Telephone: (415) 641-8000 FAX: (415) 641-8002
 Website Address: www.oakeschildrenscenter.org

 Contractor Address: 1550 Treat Avenue
 City, State, ZIP: San Francisco, CA 94114
 Person Completing this Narrative: Laurence Brenner, Ph.D.
 Telephone: (415) 641-8000 x214
 Email Address: Laurencebrenner@oakeschildrenscenter.org

 Program Code(s): 8859SD
2. **Nature of Document:**
 New Renewal Amendment Three
3. **Goal Statement:**
 Oakes will provide quality mental health services in several San Francisco Unified School District (SFUSD) SED classrooms (now called the Success, Opportunity, Accountability & Resiliency (SOAR) program) to assist the students in those classrooms to meet their educational goals and will provide direct services and consultation to the classroom teacher, the school principal, and to the school as a whole aimed at improving student performance.
4. **Target Population:**
 SED and other children enrolled in the identified classrooms.
5. **Modality(s)/Intervention(s):**
 See Appendix B-2 CRDC Partnership SED
6. **Methodology:**
 - A. Outreach: Partnership classrooms are selected by SFUSD and Behavioral Health Services (BHS). Partnerships complete a yearly memorandum of understanding outlining responsibilities of each party.
 - B. Schools must meet the following criteria (SFUSD will be responsible for consultation readiness):
 - a. The principal is committed to accept a mental health component in the school.
 - b. The teachers will accept consultation from the mental health clinicians.
 - c. The teachers will attend required interagency training or planning activities.
 - d. There is space within the school that is appropriate and available on a regular basis for pull-out counseling services.
 - C. Admission Criteria: Students in identified classrooms are assessed for need for services, financial and Educationally Related Mental Health Services (ERMHS) status.
 - D. Service Delivery Model:
 - a. Mental health services to SED children in the classroom.
 - b. Pull-out individual therapy services
 - c. Group activities
 - d. Consultation to teaching staff and the school principal
 - e. Attendance at IEP meeting when appropriate.
 - f. Oakes is committed to using evidenced based practices and will be implementing Second Step when appropriate.
 - g. Partnerships are 12 hours per week, 8 hours on-site.
 - E. Exit Criteria: Students exit program when Individualized Educational Plan (IEP) team agrees goals have been accomplished or student graduates or leaves classroom. Clinician works with team regarding discharge planning and follow-up services.
 - F. Staffing: Each partnership is staffed with a licensed or waived clinician (MFT, Social Work, or Psychologist). Supervision of program is provided by a licensed MFT, the Oakes Clinical Director, and a licensed supervising clinician.

G. Indirect services will be provided to students in the identified classroom or as indicated by the school for children not eligible for direct services.

7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured all contained in the BHS document entitled BHS Performance Objectives FY 15-16.

8. Continuous Quality Improvement:

New procedures and activities to monitor, enhance and improve the quality of services delivered will be facilitated by the Quality Assurance Coordinator.

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes Provides on site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by CBHS.

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs and Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

9. Required Language: N/A

1. Identifiers:

Program Name: Outpatient Early Periodic Screening Diagnosis and Treatment (EPSTD)

Program Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA 94110

Telephone: (415) 641-8000

FAX: (415) 641-8002

Website Address: www.oakeschildrencenter.org

Contractor Address: 1550 Treat Avenue

City, State, ZIP: San Francisco, CA 94110

Person Completing this Narrative: Laurence Brenner, PhD

Telephone: (415) 641-8000 x214

Email Address: laurencebrenner@oakeschildrencenter.org

Program Code(s): 88593

2. Nature of Document:

New Renewal Amendment Three

3. Goal Statement:

The Oakes program seeks to make outpatient mental health services more accessible to San Francisco residents, 21 and younger, by targeting EPSDT eligible residents who are not currently served by the San Francisco community mental health system.

4. Target Population:

All San Francisco residents under the age of 21 who are eligible to receive the full scope of Medi-Cal services and who meet medical necessity criteria, but who are not currently enrolled as clients in San Francisco's outpatient mental health system, are eligible for EPSDT services.

5. Modality(s)/Intervention(s):

See Appendix B-1a CRDC Day Treatment Intensive Services

6. Methodology:

- A. **Outreach and Promotion:** Clients are referred through Behavioral Health Services (BHS), San Francisco Unified School District (SFUSD), and community access as well as word of mouth for Oakes' outpatient services. Oakes has been providing this service for several years and collaborates with other agencies serving the target population of the Oakes outpatient program.
- B. **Admission:** Oakes screens clients over the phone and provides an on-site assessment for potential clients to be in a group program and for individual services. Services are provided at the clinic. Group therapy is offered to children demonstrating pervasive development delays and/or need for therapeutic socialization therapy. Each potential member must have achieved adequate developmental milestones such as language acquisition, ability to follow directions and for control of impulses in order to benefit therapeutically from group intervention. Clients may be seen at school sites for individual or group therapy and are referred by the Educationally Related Mental Health Services (ERMHS) unit at BHS or by school personnel.
- C. **Service Delivery Model:** Individual services are provided at the clinic and at several school sites. Individual and play therapy (for younger clients) will be offered. For those who are eligible under ERMHS the services will be coordinated with the school and the BHS ERMHS unit. Groups will concentrate on socialization, peer relations, near age appropriate behaviors, development of interest, capacity for working together and behaviors that interfere in social relationships. Groups meet once weekly for 60 minutes, and their duration will be time-limited, spanning the regular school year. In cases where there is sound clinical evidence for continuation, a patient may participate again. Parents will be required to be available for a short intake as well as necessary collateral contact. It is anticipated the 5 or 6 groups will serve up to 30 children. Individual clients are generally seen locally during the school year, and there is frequent parent contact.
- D. **Exit Criteria:** Clients are monitored for progress towards goals. Decisions to terminate treatment are decided by treatment team.

E. Staffing: Licensed or waived clinicians.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY 15-16.

8. Continuous Quality Improvement:

New procedures and activities to monitor, enhance and improve the quality of services delivered will be facilitated by the Quality Assurance Coordinator.

1. Contract performance objectives are monitored by the Clinical Director, the Q.A. Coordinator, Oakes' Human Resources, and the Financial Department by reviewing internal data and AVATAR Reports to assure that performance objectives and productivity requirements are met.
2. Utilization reviews are conducted bimonthly. Internal chart audits are conducted monthly. Internal chart audits are peer reviewed audits of charts focusing on Medical compliance in charting.
3. Cultural Competency of staff is monitored by Human Resources and the Clinical Director. Oakes provides on-site training in cultural competency at least once a year and staff are encouraged to attend trainings in the community and trainings sponsored by CBHS.

Oakes complies with and follows procedures for the Cultural Competency reporting requirements each year.
4. Client satisfaction is monitored by the BHS satisfaction surveys.
5. Timely completion of data, including the Child and Adolescent Needs and Strengths is monitored by clinical and administrative staff. Outcome data provided by BHS reports are reviewed by clinical supervisors and management to assure efficacy of services provided.

9. Required Language: N/A

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund 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 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: Counseling Enriched Educational Program (CEEP)
- Appendix B-2: Partnership Severely Emotionally Disturbed (SED)
- Appendix B-3: Outpatient Early Periodic Screening Diagnosis and Treatment (EPSDT)

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Thirteen Million Six Hundred Forty Six Thousand Five Hundred Thirty Six Dollars (\$13,646,536) for the period of July 1, 2010 through December 31, 2017.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$468,215** 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 (BPHM08000036)	\$ 477,974
January 1, 2011 through June 30, 2011	\$ 855,690
July 1, 2011 through June 30, 2012	\$1,533,663
July 1, 2012 through June 30, 2013	\$1,791,679

July 1, 2013 through June 30, 2014	\$1,830,536
July 1, 2014 through June 30, 2015	\$1,857,994
July 1, 2015 through June 30, 2016	\$1,857,994
July 1, 2016 through June 30, 2017	\$1,997,344
July 1, 2017 through December 31, 2017	\$975,447
SubTotal July 1, 2010 through December 31, 2017	13,178,321
Contingency July 1, 2010 through December 31, 2017	\$468,215
Total July 1, 2010 through December 31, 2017	\$13,646,536

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

C. CONTRACTOR further understands that \$477,974 of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM08000036 is included in this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM08000042 for the Fiscal Year 2010-2011.

D. 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.

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

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

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

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH): 00349		Renee Koszis 415.641.8000 Ext. 216			Fiscal Year: 15-16	
DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.		Document Date: 7/1/2015			Appendix B, Page 4	
Contract CMS # (CDTA use only): 7208						
Contract Appendix Number:	B-1	B-2	B-3	B-#	B-#	
	Counseling Enriched Educational Program	Partnership SED	Outpatient EPSDT			
Appendix A/Program Name:						
Provider Number	8859	8859	8859			
Program Code(s)	88594	8859SD	88593			
FUNDING TERM:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	-- --	-- --	TOTAL
FUNDING USES						
Salaries & Employee Benefits:	864,722	189,572	201,320			1,255,614
Operating Expenses:	299,864	43,149	32,355			375,368
Capital Expenses:						0
Subtotal Direct Expenses:	1,164,586	232,721	233,675	0	0	1,630,982
Indirect Expenses:	160,130	33,151	33,731			227,012
Indirect %:	14%	14%	14%	0%	0%	14%
TOTAL FUNDING USES	1,324,716	265,872	267,406	0	0	1,857,994
					Employee Fringe Benefits %:	23%
CBHS MENTAL HEALTH FUNDING SOURCES						
MH FED - SDMC Regular FFP (50%)	501,200	86,128	133,703			721,031
MH STATE - PSR EPSDT	401,741	2,400	70,799			474,940
MH STATE - Family Mosaic Capitated Medi-Cal	20,000					20,000
MH STATE - MH Realignment	62,518	91,483	50,000			204,001
MH COUNTY - General Fund	339,257	85,861	12,904			438,022
						-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	1,324,716	265,872	267,406	-	-	1,857,994
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
						-
						-
						-
						-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES						
						-
						-
						-
						-
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	1,324,716	265,872	267,406	0	0	1,857,994
NON-DPH FUNDING SOURCES						
						-
						-
TOTAL NON-DPH FUNDING SOURCES	0	0	0	0	0	0
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,324,716	265,872	267,406	-	-	1,857,994

FY 13-14 CBHS BUDGET DOCUMENTS

DPH 7: Contract-Wide Indirect Detail

Contractor Name Oakes Childrens' Center, Inc.

Document Date: 07/01/15

Fiscal Year: 15-16

Appendix B, Page 5

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
HR/Office Manager	\$ 0.50	\$ 29,000
Finance Manager	\$ 0.60	\$ 43,405
Executive Director	\$ 0.50	\$ 62,504
Accounting Clerk	\$ 0.35	\$ 11,452
EMPLOYEE FRINGE BENEFITS		\$ 40,950
TOTAL SALARIES & BENEFITS		\$ 187,311

2. OPERATING COSTS

Expenditure Category	Amount
Rental Property	\$ 12,350
Utilities	\$ 1,651
Office Supplies	\$ 2,332
Building Maintenance/Repairs	\$ 1,930
CPA Fees A-133 Audit	\$ 8,500
Professional Fees	\$ 1,560
Educ & Conf	\$ 5,379
Payroll Fees	\$ 462
CPA fees 990 prep	\$ 1,500
Insurance	\$ 1,859
Dues & Subscriptions	\$ 2,177
TOTAL OPERATING COSTS	\$ 39,700

TOTAL INDIRECT COSTS \$ 227,011
(Salaries & Benefits + Operating Costs)

FY 15-16 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.					Appendix/Page #: B-1 Page 1	
Provider Name: Oakes Children's Center					Document Date: 7/1/2015	
Provider Number: 8859					Fiscal Year: 15-16	
Program Name:	Counseling Enriched Educational Program	Counseling Enriched Educational Program	Counseling Enriched Educational Program	Counseling Enriched Educational Program		
Program Code (formerly Reporting Unit):	88594	88594	88594	88594		
Mode/SFC (MH) or Modality (SA):	15/10-56	15/01-09	15/60-69	45/10-19		
Service Description:	MH Svcs	Case Mgt Brokerage	Medication Support	MH Promotion	0	TOTAL
FUNDING TERM:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	-	
FUNDING USES						
Salaries & Employee Benefits:	821,929	37,473		5,320		864,722
Operating Expenses:	230,493	15,855	53,516			299,864
Capital Expenses (greater than \$5,000):	0					
Subtotal Direct Expenses:	1,052,422	53,328	53,516	5,320		1,164,586
Indirect Expenses:	144,247	7,171	8,712			160,130
TOTAL FUNDING USES:	1,196,669	60,499	62,228	5,320		1,324,716
CBHS MENTAL HEALTH FUNDING SOURCES	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (60%)	HMHMCP751594	444,300	25,786	31,114		501,200
MH STATE - PSR EPSDT	HMHMCP751594	350,763	22,442	28,536		401,741
MH STATE - Family Mosaic Capitated Medi-Cal	HMHMCP8828CH	20,000				20,000
MH STATE - MH Realignment	HMHMCP751594	58,461	1,397		2,660	62,518
MH COUNTY - General Fund	HMHMCP751594	323,145	10,874	2,578	2,660	339,257
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		1,196,669	60,499	62,228	5,320	1,324,716
CBHS SUBSTANCE ABUSE FUNDING SOURCES	Index Code/Project Detail/CFDA#:					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES	Index Code/Project Detail/CFDA#:					
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		1,196,669	60,499	62,228	5,320	1,324,716
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,196,669	60,499	62,228	5,320	1,324,716
CBHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):						
DPH Units of Service:	FFS	FFS	FFS	FFS		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	402,919	30,099	12,964	84		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.97	2.01	4.80	63.60		
Published Rate (Medi-Cal Providers Only):	2.97	2.01	4.80	63.60		
Unduplicated Clients (UDC):	2.20	5.26	63.60			
	45 Included	Included		100		145

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 88594
 Program Name: Counseling Enriched Educational Program
 Document Date: 7/1/15

Appendix/Page #: B-1 page 2

Position Title	TOTAL		General Fund (HMHMCP751594)		Family Mosaic Capitated (HMHMCP8828CH)		Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
	Term:	7/1/15 - 6/30/16	Term:	7/1/15 - 6/30/16	Term:	7/1/15 - 6/30/16	Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Assistant	0.20	\$ 6,432	0.20	6,432								
Office Assistant	0.20	\$ 4,992	0.20	4,992								
Accounting Clerk	0.20	\$ 6,544	0.20	6,544								
Rm1 MHRS	1.00	\$ 39,282	1.00	39,282								
Rm2 MHRS	1.00	\$ 37,190	1.00	37,190								
Rm3 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm3 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm4 MHRS	1.00	\$ 37,190	1.00	37,190								
Rm4 MHRS	1.00	\$ 38,141	1.00	38,141								
Rm1 Milieu Counselor	0.50	\$ 18,152	0.50	18,152								
Rm1 Milieu Counselor	0.50	\$ 18,152	0.50	18,152								
Rm2 Milieu Counselor	0.50	\$ 18,054	0.50	18,054								
Rm3 Milieu Counselor	0.50	\$ 19,070	0.50	19,070								
Rm4 Milieu Counselor	0.50	\$ 18,054	0.50	18,054								
Milieu Therapist 1	0.85	\$ 44,605	0.85	44,605								
Milieu Therapist 2	0.85	\$ 45,429	0.85	45,429								
Milieu Therapist 3	0.75	\$ 40,499	0.75	40,499								
Milieu Therapist 4	0.85	\$ 39,021	0.85	39,021								
Quality Assurance Coordinator	1.00	\$ 57,335	1.00	57,335								
Clinical Coordinator	0.72	\$ 60,625	0.72	40,625		20,000						
Training Coordinator	0.70	\$ 29,508	0.70	29,508								
Supervising Milieu Clinician	1.00	\$ 54,515	1.00	54,515								
		\$ -										
		\$ -										
Totals:	15.82	\$ 709,072	15.82	\$689,072		\$20,000						

Employee Fringe Benefits:	22%	\$155,650	23%	\$155,650								
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TOTAL SALARIES & BENEFITS

\$864,722

\$844,722

\$20,000

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 88594
 Program Name: Counseling Enriched Educational Program
 Document Date: 7/1/15

Appendix/Page #: B-1 Page 3

Expenditure Category	TOTAL	General Fund (HMHMCP751594)	Family Mosaic Capitated (HMHMCP8828CH)	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	Term: 14-15	Term: 14-15	Term: 14-15	Term:	Term:	Term:
Occupancy:						
Rent	\$ 60,564	\$ 60,564				
Utilities(telephone, electricity, water, gas)	\$ 10,020	\$ 10,020				
Building Repair/Maintenance	\$ 15,194	\$ 15,194				
Materials & Supplies:						
Office Supplies	\$ 3,700	\$ 3,700				
Printing	\$ 1,200	\$ 1,200				
Program Supplies	\$ 9,400	\$ 9,400				
Computer hardware/software	\$ 5,000	\$ 5,000				
Therapy Assessment Materials	\$ 2,500	\$ 2,500				
General Operating:						
Training/Staff Development	\$ 2,948	\$ 2,948				
Insurance	\$ 7,910	\$ 7,910				
Professional License	\$ 750	\$ 750				
Permits	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 1,500	\$ 1,500				
Staff Travel:						
Local Travel	\$ 400	\$ 400				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 90,370	\$ 90,370				
CONSULTANT/SUBCONTRACTOR (Dr Lisa Scott Lee, provides consulting services for new CEEP model re compliance/chart review, \$185 per hour plus travel)	\$ 4,800	\$ 4,800				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -	\$ -				
Other:						
Client Milieu Food	\$ 41,204	\$ 41,204				
Stipends - Practicum, Post Doc	\$ 32,500	\$ 32,500				
Pre Employment, Fingerprinting TB testing	\$ 1,800	\$ 1,800				
Client Behavior Incentives	\$ 8,104	\$ 8,104				

TOTAL OPERATING EXPENSE

\$299,864

\$299,864

FY 15-16 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.					Appendix/Page #: B-2 Page 1	
Provider Name: Oakes Children's Center					Document Date: 7/1/2015	
Provider Number: 8859					Fiscal Year: 15-16	
Program Name:	Partnership SED	Partnership SED	Partnership SED	Partnership SED		
Program Code (formerly Reporting Unit):	8859SD	8859SD	8859SD	8859SD		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-56	15/60-69	45/10-19		
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	MH Promotion	0	TOTAL
FUNDING TERM:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	-	
FUNDING USES						
Salaries & Employee Benefits:	2,820	162,045		24,707		189,572
Operating Expenses:		42,079	1,070			43,149
Capital Expenses (greater than \$5,000):						
Subtotal Direct Expenses:	2,820	204,124	1,070	24,707		232,721
Indirect Expenses:		33,151				33,151
TOTAL FUNDING USES:	2,820	237,275	1,070	24,707		265,872
CBHS MENTAL HEALTH FUNDING SOURCES	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	1,410	84,183	535		86,128
MH STATE - PSR EPSDT	HMHMCP751594	0	2,400	0		2,400
MH STATE - MH Realignment	HMHMCP751594	1,410	81,783	535	7,755	91,483
MH COUNTY - General Fund	HMHMCP751594	0	68,909	0	16,952	85,861
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		2,820	237,275	1,070	24,707	265,872
CBHS SUBSTANCE ABUSE FUNDING SOURCES	Index Code/Project Detail/CFDA#:					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES	Index Code/Project Detail/CFDA#:					
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES						
TOTAL DPH FUNDING SOURCES		2,820	237,275	1,070	24,707	265,872
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES						
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		2,820	237,275	1,070	24,707	265,872
CBHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS)	FFS	FFS	FFS	FFS		
DPH Units of Service:	1,403	91,612	223	388		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	2.01	2.59	4.80	63.60		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.01	2.59	4.80	63.60		
Published Rate (Medi-Cal Providers Only):	2.20	2.85	5.26	63.60		
Unduplicated Clients (UDC):		43 Included	Included	100		143

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Appendix/Page #: B-2 page 2

Program Code: 8859SD
 Program Name: Partnership SED
 Document Date: 7/1/15

Position Title	TOTAL		General Fund (HMMCP751594)		Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)				
	Term: 7/1/15 - 6/30/16	Term: 7/1/15 - 6/30/16	Term: 7/1/15 - 6/30/16	Term: 7/1/15 - 6/30/16	Term:	Term:	Term:	Term:				
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical Coordinator	0.07	\$ 5,894	0.07	5,894								
SED/EPSDT Clinician	0.60	\$ 36,488	0.60	36,488								
SED/EPSDT Clinician	0.65	\$ 32,430	0.65	32,430								
SED/EPSDT Clinician	0.75	\$ 46,113	0.75	46,113								
SED/EPSDT Clinician	0.50	\$ 21,968	0.50	21,968								
SED/EPSDT Clinician	0.375	\$ 9,122	0.375	9,122								
Training Coordinator	0.05	\$ 2,108	0.05	2,108								
		\$ -										
		\$ -										
		\$ -										
		\$ -										
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Totals:	3.00	\$154,124	3.00	\$154,124								

Employee Fringe Benefits:	23%	\$35,449	23%	\$35,449								
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TOTAL SALARIES & BENEFITS **\$189,572** **\$189,572**

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 8859SD
 Program Name: Partnership SED
 Document Date: 7/1/15

Appendix/Page #: B-2 Page 3

Expenditure Category	TOTAL	General Fund (HMMCP751594)	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4
			(Include Funding Source Name and Index Code/Project Detail/CFDA#)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)	(Include Funding Source Name and Index Code/Project Detail/CFDA#)
	7/1/15 - 6/30/16	7/1/15 - 6/30/16	Term:	Term:	Term:	Term:
Occupancy:						
Rent	\$ 12,908	\$ 12,908				
Utilities(telephone, electricity, water, gas)	\$ 2,583	\$ 2,583				
Materials & Supplies:						
Office Supplies	\$ 1,101	\$ 1,101				
Printing	\$ -	\$ -				
Program Supplies	\$ 1,835	\$ 1,835				
Computer hardware/software	\$ 1,800	\$ 1,800				
General Operating:						
Training/Staff Development	\$ 1,800	\$ 1,800				
Insurance	\$ 1,944	\$ 1,944				
Professional License	\$ -	\$ -				
Permits	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 368	\$ 368				
Staff Travel:						
Local Travel	\$ 500	\$ 500				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 1,070	\$ 1,070				
CONSULTANT/SUBCONTRACTOR - Julie Tapley Provides Supervision of clinical staff each Wednesday in Groups at \$160 per hour and Individual clinical supervision at \$65 per hour (7/1/12 - 6/30/13)	\$ 16,240	\$ 16,240				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -	\$ -				
Other:						
Client Behavior Incentives	\$ 500	\$ 500				
	\$ -	\$ -				
Pre Employment, Fingerprinting TB testing	\$ 500	\$ 500				

TOTAL OPERATING EXPENSE

\$43,149

\$43,149

FY 15-16 CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Oakes Children's Center, Inc.				Appendix/Page #: B-3 Page 1		
Provider Name: Oakes Children's Center				Document Date: 7/1/2015		
Provider Number: 8859				Fiscal Year: 15-16		
Program Name:	Outpatient EPSDT	Outpatient EPSDT	Outpatient EPSDT			
Program Code (formerly Reporting Unit):	88593	88593	88593			
Mode/SFC (MH) or Modality (SA):	15/01-09	15/10-56	15/60-69			
Service Description:	Case Mgt Brokerage	MH Svcs	Medication Support	0	0	TOTAL
FUNDING TERM:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	-	-	
FUNDING USES						
Salaries & Employee Benefits:	1,748	199,572				201,320
Operating Expenses:		31,707	648			32,355
Capital Expenses (greater than \$5,000):						
Subtotal Direct Expenses:	1,748	231,279	648			233,675
Indirect Expenses:		33,731				33,731
TOTAL FUNDING USES:	1,748	265,010	648			267,406
CBHS MENTAL HEALTH FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
MH FED - SDMC Regular FFP (50%)	HMHMCP751594	874	132,505	324		133,703
MH STATE - PSR EPSDT	HMHMCP751594	693	69,944	162		70,799
MH STATE - MH Realignment	HMHMCP751594		50,000			50,000
MH COUNTY - General Fund	HMHMCP751594	181	12,561	162		12,904
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		1,748	265,010	648		267,406
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-		-
OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES						
	Index Code/Project Detail/CFDA#:					
TOTAL OTHER DPH COMMUNITY PROGRAMS FUNDING SOURCES		-	-	-		-
TOTAL DPH FUNDING SOURCES		1,748	265,010	648		267,406
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES		-	-	-		-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,748	265,010	648		267,406
CBHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS			
DPH Units of Service:	870	102,320	135			
Unit Type:	Staff Minute	Staff Minute	Staff Minute			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only):	2.01	2.59	4.80			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.01	2.59	4.80			
Published Rate (Medi-Cal Providers Only):	2.20	2.85	5.26			
Unduplicated Clients (UDC):	58	Included	Included			Total UDC: 58

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 88593
 Program Name: Outpatient EPSDT
 Document Date: 7/1/15

Appendix/Page #: B-3 page 2

Position Title	TOTAL		General Fund (HMHMCP751594)		Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)		Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	
	Term: 7/1/15 - 6/30/16		Term: 7/1/15 - 6/30/16		Term:		Term:		Term:		Term:	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Training Coordinator	0.25	\$ 10,539	0.25	10,539								
Clinical Coordinator	0.18	\$ 15,156	0.18	15,156								
Milieu Therapist 1	0.15	\$ 7,872	0.15	7,872								
Milieu Therapist 2	0.15	\$ 8,017	0.15	8,017								
Milieu Therapist 3	0.15	\$ 8,100	0.15	8,100								
Milieu Therapist 4	0.15	\$ 6,886	0.15	6,886								
Supervising Clinician	0.60	\$ 40,374	0.60	40,374								
SED/EPSTD Clinician	0.50	\$ 29,392	0.50	29,392								
SED/EPSTD Clinician	0.50	\$ 21,968	0.50	21,968								
SED/EPSTD Clinician	0.25	\$ 15,371	0.25	15,371								
Totals:	2.88	\$163,675	2.88	\$163,675								

Employee Fringe Benefits:	23%	\$37,645	23%	\$37,645								
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TOTAL SALARIES & BENEFITS **\$201,320** **\$201,320**

FY 15-16 CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 88593
 Program Name: Outpatient EPSDT
 Document Date: 7/1/15

Appendix/Page #: B-3 Page 3

Expenditure Category	TOTAL	General Fund (HMHMCP751594)	Funding Source 1 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 2 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#)	Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#)
	7/1/15 - 6/30/16	7/1/15 - 6/30/16	Term: _____	Term: _____	Term: _____	Term: _____
Occupancy:						
Rent	\$ 15,984	\$ 15,984				
Utilities(telephone, electricity, water, gas)	\$ 2,316	\$ 2,316				
Building Repair/Maintenance	\$ 2,497	\$ 2,497				
Materials & Supplies:						
Office Supplies	\$ 1,168	\$ 1,168				
Printing	\$ -	\$ -				
Program Supplies	\$ 1,400	\$ 1,400				
Computer hardware/software	\$ -	\$ -				
General Operating:						
Training/Staff Development	\$ 1,300	\$ 1,300				
Insurance	\$ 2,405	\$ 2,405				
Professional License	\$ -					
Permits	\$ -					
Equipment Lease & Maintenance	\$ 457	\$ 457				
Staff Travel:						
Local Travel	\$ 1,500	\$ 1,500				
Out-of-Town Travel	\$ -					
Field Expenses	\$ -					
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Dr Fleckles provides assessments, prescribing and monitoring of medication as Psychiatrist Mondays and Wednesday 8 hours per day @ rate \$155 per hour)	\$ 1,128	1,128				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	\$ -					
Other:						
Client Milieu Food	\$ 1,700	\$ 1,700				
Client Behavior Incentives	\$ 500	\$ 500				
	\$ -					
	\$ -					
	\$ -					
	\$ -					

TOTAL OPERATING EXPENSE

\$32,355

\$32,355

**Appendix D
Additional Terms**

• **1. PROTECTED HEALTH INFORMATION AND BAA**

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

The parties acknowledge that CONTRACTOR is one of the following:

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

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

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

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

The Business Associate Agreement is not required.

• **2. THIRD PARTY BENEFICIARIES**

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



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

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

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

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

RECITALS

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

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

1. Definitions.

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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



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and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

2. Obligations of Business Associate.

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



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satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and



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- (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.
- h. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- l. **Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been,



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or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. **BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.**

3. Termination.

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the CONTRACT and this Agreement and shall provide grounds for immediate termination of the CONTRACT and this Agreement, any provision in the CONTRACT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the CONTRACT and this Agreement, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the CONTRACT and this Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.



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- d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

Attachments (links)

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



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

**Appendix F
Invoice**



CERTIFICATE OF LIABILITY INSURANCE

OAKES-1

OP ID: RS

DATE (MM/DD/YYYY)

07/01/2015

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

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

PRODUCER Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Daniel J. Costello	Phone: 415-493-2500 Fax: 415-493-2505	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Oakes Children's Center, Inc. 1550 Treat Avenue San Francisco, CA 94110	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nonprofits' Insurance Alliance	
	INSURER B : North American Elite	
	INSURER C : Federal Insurance Company	
	INSURER D : Cypress Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 3**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex Abuse \$1M/\$1M <input checked="" type="checkbox"/> PROF LIAB \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		2015-19626-NPO	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 Emp Ben. \$ INCLUDED
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		2015-19626-NPO	06/01/2015	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		2015-19626-UMB-NPO	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	OAWC600945	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property Section			CWB0006425-09 -19626	06/01/2015	06/01/2016	BPP 184,720
C	Crime			8222-5117	06/01/2015	06/01/2016	Emp Dis 450,000

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

The City and County of San Francisco, its agents, officers and employees are added as additional insureds, but only as respects liability and auto operations of the named insured per attached forms CG2026 07/04, NIAC-A1 (3/91) and CG0001. Insurance is Primary.

CERTIFICATE HOLDER

DEPTOPP

Department of Public Health
Community, Mental Health
Services
1380 Howard Street
San Francisco, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Department of Public Health Community, Mental Health Services 1380 Howard Street San Francisco, CA 94103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

Department of Public Health Community, Mental Health Services
1380 Howard Street, San Francisco, CA 94103

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER:

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

