

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2020** in San Francisco, California, by and between **Hyde Street Community Services, Inc.** ("Contractor") and the **City and County of San Francisco**, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the contract term, increase the contract amount and update standard contractual clauses; and

WHEREAS, services in this Agreement were procured competitively as required by San Francisco Administrative Code Chapter 21.1 through multiple Request for Proposals ("RFP"), RFP 8-2017 issued on August 23, 2017 and RFP 11-2017 issued on June 12, 2017 in which City selected Contractor as the highest qualified scorer pursuant to the RFP, and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 40587-17/18 on July 15, 2019.

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved Resolution number _____ on _____.

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

ARTICLE 1 DEFINITIONS

The following definitions shall apply to this Amendment:

1.1 Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2018, (Contract ID# 1000010833) between Contractor and City.

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

ARTICLE 2 MODIFICATIONS TO THE AGREEMENT

The Agreement is hereby modified as follows:

2.1 Definitions. The following is hereby added to the Agreement as a Definition in Article 1:

1.10 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws

restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

2.2 Term of the Agreement. Article 2.1 of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on December 31, 2020, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2026, unless earlier terminated as otherwise provided herein.

2.3 Payment. Article 3.3.1 of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Nine Million Four Hundred Seventy Four Thousand Four Hundred Thirty Nine Dollars (\$9,474,439). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. 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:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Seven Million Two Hundred Sixty Seven Thousand Five Hundred Thirty Five Dollars (\$27,267,535)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.4 Audit and Inspection of Records. The following section is hereby added to the Agreement in Article 3, replacing the previous Section 3.4 in its entirety:

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits

of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

2.5 Contract Amendments; Budgeting Revisions. The following section is hereby added to the Agreement in Article 3.7 and reads as follows:

3.7 Contract Amendments; Budgeting Revisions.

3.7.1 Formal Contract Amendment: Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.7.2 City Revisions to Program Budgets: The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

3.7.3 City Program Scope Reduction. Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction.

2.6 Assignment. The following section is hereby added to the Agreement in Article 4, replacing the previous Section 4.5 in its entirety:

4.5 Assignment

The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an

Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.7 Insurance. The following section is hereby added to the Agreement in Article 5, replacing the previous Section 5.1 in its entirety:

5.1 Insurance

5.1.1. **Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.
- (f) Reserved (Technology Errors and Omissions Coverage).
- (g) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.4 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

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

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

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

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

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

2.8 Withholding. The following section is hereby added to the Agreement in Article 7:

7.3 Withholding

Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

2.9 Termination and Default. The following section is hereby added to the Agreement in Article 8, replacing the previous Section 8.2 in its entirety:

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

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

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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

2.10 Rights and Duties Upon Termination or Expiration. The following section is hereby added to the Agreement in Article 8, replacing the previous Section 8.4 in its entirety:

8.4 Rights and Duties upon Termination or Expiration.

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
		Appendix E	Business Associate Agreement

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

2.11 Consideration of Salary History. The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.4 in its entirety:

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

2.12 Minimum Compensation Ordinance. The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.7 in its entirety:

10.7 Minimum Compensation Ordinance.

If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable

provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

2.13 Health Care Accountability Ordinance. The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.8 in its entirety:

10.8 Health Care Accountability Ordinance.

If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

2.14 Limitations on Contributions. The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.11 in its entirety:

10.11 Limitations on Contributions

By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.15 Distribution of Beverages and Water. The following section is hereby added to the Agreement in Article 10, replacing the previous Section 10.17 in its entirety:

10.17 Distribution of Beverages and Water.

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

10.17.2 Packaged Water Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

2.16 Incorporation of Recitals. The following section is hereby added to the Agreement in Article 11, replacing the previous Section 11.3 in its entirety:

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

2.17 Order of Precedence, The following section is hereby added to the Agreement in Article 11, replacing the previous Section 11.13 in its entirety:

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal RFP 8-2017 issued on August 23, 2017 and RFP 11-2017 issued on June 12, 2017. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

2.18 Notification of Legal Requests. The following section is hereby added to the Agreement in Article 11:

11.14 Notification of Legal Requests.

Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

2.19 Management of City Data and Confidential Information. The following section is hereby added to the Agreement in Article 13:

13.5 Management of City Data and Confidential Information

13.5.1 Access to City Data.

City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.5.2 Use of City Data and Confidential Information.

Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.5.3 Disposition of Confidential Information.

Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

The Appendices listed below are Amended as follows:

2.20 Appendices A, A-1 and A-2 dated 7/1/2020 (i.e. July 1, 2020) are hereby added for FY 2020-21.

2.21 Appendices B, B-1 and B-2 dated 7/1/2020 (i.e. July 1, 2020) are hereby added for FY 2020-21.

ARTICLE 3 EFFECTIVE DATE

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

ARTICLE 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, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Hyde Street Community Services, Inc

_____ Date
Grant Colfax, MD
Director of Health
Department of Public Health

Cindy Gyori ED, LCSW 8/12/2020
Cindy Gyori
Executive Director
815 Hyde Street, Suite 100
San Francisco, CA 94109

Approved as to Form:

Supplier ID: 0000018587

Dennis J. Herrera
City Attorney

By: _____
Louise S. Simpson Date
Deputy City Attorney

Approved:

Alaric Degrafinried Date
Director of the Office of Contract Administration, and
Purchaser

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

- | | |
|---|---|
| A. Contract Administrator | N. Patients' Rights |
| B. Reports | O. Under-Utilization Reports |
| C. Evaluation | P. Quality Improvement |
| D. Possession of Licenses/Permits | Q. Working Trial Balance with Year-End Cost Report |
| E. Adequate Resources | R. Harm Reduction |
| F. Admission Policy | S. Compliance with Behavioral Health Services Policies and Procedures |
| G. San Francisco Residents Only | T. Fire Clearance |
| H. Grievance Procedure | U. Clinics to Remain Open |
| I. Infection Control, Health and Safety | V. Compliance with Grant Award Notices |
| J. Aerosol Transmissible Disease Program, Health and Safety | |
| K. Acknowledgement of Funding | |
| L. Client Fees and Third Party Revenue | 2. Description of Services |
| M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System | 3. Services Provided by Attorneys |

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Mojica, Richelle-Lynn**, 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. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

Treatment Service Providers use the BHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), BHS Quality Management and BHS 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 Behavioral Health Services Policies and Procedures

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

V. Compliance with Grant Award Notices:

Contractor recognizes that funding for this Agreement may be provided to the City through federal, State or private grant funds. Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Hyde Street Community Services, Inc.

Appendix A-2 Adult FSP

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

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1 and A -2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21

1. Identifiers:

Hyde Street Community Services, Inc.

815 Hyde Street, Suite 100, San Francisco, CA 94109

Telephone/FAX: 415-673-5700/ 415-292-7140

Website Address: hydestreetcs.org

Executive Director/Program Director: Cindy Gyori

Telephone: 415-673-5700

Email Address: hydestinc@sbcglobal.net

Program Code(s): 38BR3/ 38BRA3

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

The mission of Hyde Street Community Services, Inc. is to provide comprehensive behavioral health and social rehabilitation services to residents of San Francisco who are in need of these services to achieve and maintain the maximum quality of life and greatest degree of independence possible. These services will be sensitive to the cultural, racial, and sexual diversity of the populations served and responsive to community input, adapting to the changing needs of the community and consumers.

4. Target Population:

HSCS strives to serve all San Franciscans in need. Where a particular program is not the best fit, the clinical staff will make an appropriate referral, either internally or with our many co-service providers in San Francisco. The Tenderloin Clinic of HSCS provides a continuum of behavioral health services to an adult population primarily residing in the Central City of San Francisco, although it serves residents throughout the City. Individuals present with a wide array of situational, acute and chronic behavioral health issues. These are often complicated by social, economic, housing, physical health and substance abuse problems.

HSCS is committed to providing culturally relevant services to the diverse ethnic and racial populations residing in San Francisco. The largest of these groups are African American, Arab speaking/ Muslim populations, Southeast Asian and, most recently, Latino. Presently the clinic provides city-wide services to the Arab-speaking population, utilizing Peer Counselors for translation and case management.

The Full Service Partnership Program (FSP), an intensive case management team, will target adult residents of San Francisco who have been identified to address their multiple and complex issues that require more intensive and frequent service than can be addressed in standard outpatient programs. Often these individuals are high users of acute services and have difficulty linking to traditional services. Complicating issues include: 1) homelessness or risk of homelessness, 2) history of criminal justice involvement, 3) inability to maintain stable interpersonal relationships or employment due to emotional dysregulation and poor impulse control, 4) self-destructive behaviors including suicidal impulses or behaviors likely to result in harm, 5) history of trauma, and 6) lack entitlements or stable income.

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1 and A -2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21

5. Methodology:

A. Outreach, recruitment, promotion, and advertisement

HSCS is an equal opportunity employer and makes every effort to attract qualified staff and interns who are bi-cultural and/ or bi-lingual. Hiring and promotion are conducted in accordance with the policies established in the union contract with SEIU, Local 1021.

B. Admission, enrollment and/or intake criteria and process where applicable

Hyde Street Community Services will participate in the CBHS Advanced Access initiative, including timely measurement of data at the site and reporting of data to CBHS as required, which may be changed from time to time with prior notice from CBHS.

HSCS will provide services those individuals who are eligible for System of Care services, following the admission criteria specified by CBHS guidelines. The Tenderloin Clinic will accept referrals authorized by Central Access, inpatient units, and other CBHS programs that meet medical necessity and authorization criteria. In addition, individuals residing in the community, who drop in, will be assessed for admission according to the same criteria.

The Tenderloin Clinic will adhere to CBHS guidelines regarding assessment and treatment of indigent clients and will participate in the CMHS Advanced Access initiative and is committed to providing an initial assessment and medication evaluation, as needed, within 24 to 48 hours of request.

The FSP Team of Hyde Street accepts referrals that are approved for Intensive Case management services. Cases are assigned to team members to contact the referring source and begin the linkage process as soon as possible depending on the length of the wait list and caseload.

C. Service delivery model

Hyde Street Outpatient (the Tenderloin Clinic) provides comprehensive Outpatient Behavioral Health services to an adult population of San Francisco residents. Hours of operation for the Outpatient Clinic are 9:00 AM to 5:00 PM, Monday through Friday. The FSP Team of Hyde Street is available for emergencies 24/7 via cell phone. Services include:

Crisis Intervention

“Crisis Intervention” means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

A unit of service is 1 minute of direct contact with a client toward resolution of the crisis.

Medication Support Services

“Medication Support Services” means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary to

Contractor Name: Hyde Street Community Services, Inc.	Appendix A-1 and A -2
Program Name: Hyde Street Outpatient & Hyde Street FSP	Contract Term: 07/01/20-06/30/21

alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

A Unit of Service is one minute of contact directly with a client, or with others on behalf of the client regarding evaluation and management of medications.

Mental Health Services

“Mental Health Services” are those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Assessment

“Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

A Unit of Service is one minute of time providing a face-to-face clinical assessment of an individual directly, or indirectly in consultation with another provider.

Collateral

“Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

A Unit of Service is one minute of contact with an individual, outside of the agency, who is engaged with the client’s care.

Therapy

“Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

A Unit of Service is one minute of contact with an individual (or a group) addressing management of symptoms and behaviors.

Targeted Case Management

“Targeted Case Management” means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

A Unit of Service is one minute of contact with a client or on behalf of a client to stabilize functioning in the community.

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Crisis Intervention

“Crisis Intervention” means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

A unit of service is 1 minute of direct contact with a client toward resolution of the crisis.

Medication Support Services

“Medication Support Services” means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

A Unit of Service is one minute of contact directly with a client, or with others on behalf of the client regarding evaluation and management of medications.

Mental Health Services

“Mental Health Services” are those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Assessment

“Assessment” means a service activity which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

A Unit of Service is one minute of time providing a face-to-face clinical assessment of an individual directly, or indirectly in consultation with another provider.

Collateral

“Collateral” means a service activity to a significant support person in a beneficiary’s life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

A Unit of Service is one minute of contact with an individual, outside of the agency, who is engaged with the client’s care.

Therapy

“Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

A Unit of Service is one minute of contact with an individual (or a group) addressing

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management of symptoms and behaviors.

Targeted Case Management

“Targeted Case Management” means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

A Unit of Service is one minute of contact with a client or on behalf of a client to stabilize functioning in the community.

D. Discharge Planning and exit criteria and process

Clients of the Outpatient clinic are discharged when it is deemed they no longer require services, when they, themselves, request discharge or they have dropped out of services for a period of 120 days without contact.

The length of stay of clients falls into three groups: those that have received less than 6 months, those that have remained in treatment for from 2 to 4 years and those that continue to receive services for longer than 5 years. The last group are generally receiving medication management and group therapy. Clients are often discharged to self, primary care or a non-specialty mental health service.

Clients of the FSP are discharged according to the new criteria identifying those that no longer require intensive services. These clients are discharged to outpatient clinics in a “step-down” transition process or to other social, residential or medical services.

E. Program staffing

The staff of Hyde Street is multidisciplinary and consists of 27 employees on 5 teams:

Administrative Team: Executive Director, Program Director and support staff

Therapy Team: Clinical Director, Supervising clinicians, licensed and waiver therapists and the Director of Training

Medication Team: Medical Director, Staff Psychiatrist, Nurse Practitioners and Psych Tech

FSP Team: Four Therapist/ Case Managers

Socialization Team: Program Coordinator and 4 peer counselors including vocational specialist and Arab -speaking counselors

6. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objective FY 2020-2021.

7. Continuous Quality Improvement:

The Executive Director maintains a database of all open cases to insure:

1. Completion of a Risk Assessment upon opening.
2. Completion of a Data Base Assessment within 60 days of opening.
3. Completion of an Initial POC and CSA within 60 days of opening or before the first planned service.

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4. Completion of annual documents: POC, CSA, Consent of Treatment, Consent for medications, HIPAA, Acknowledgement of Receipt of Materials in a timely manner.
5. Staff Productivity

The PURQC committee is composed of the Executive Director, the Clinical Director, the Medical Director and the Director of Training. The Executive Director reviews all POC's and CSA's and presents for discussion cases that exceed 15 hours of requested services. The Executive Assistant maintains a record of all requests for information regarding SSI applications as an indicator of assistance in obtaining SSI linked MediCal. The Executive Assistant oversees the opening and updating of cases insuring that information regarding Primary Care, Financial Status, housing information and tobacco use are entered into Avatar. The Medical Director monitors the completion of Metabolic Monitoring and vital signs for all clients prescribed medications. The Director of Training oversees adherence to all required trainings by BHS, schedules the weekly in-service training and supervision of interns. The trainings are planned to address current trends in treatment, enhancing cultural sensitivity, community resources, and professional growth.

B. Documentation quality

Initially, all charts submitted for annual CSA will be reviewed by the Executive Assistant for completeness using the PURQC Checklist Review of Documents". Using Avatar, the Quality Assurance Committee which includes line staff as well as the Executive Director and the Clinical Director will review all charts submitted requesting more than 15 hours for completeness according to the "PURQC Documentation Compliance". Medical Director will review for compliance with annual reassessment for medications, metabolic monitoring and Informed Consent for medications. Supervisory staff may also randomly monitor documentation when responding to error or duplicate billing reports. Intern supervisors, when co-signing all documents, will monitor and provide feedback to students on a regular basis.

Twice a year, one chart from each clinician or intern, will receive a full chart audit. This review will include monitoring for compliance assessments, Treatment Plans of Care, progress notes and completion of required local, state and federal documents with client signatures. Feedback will be given to each clinician and, corrections, if needed will be monitored.

C. Cultural Competency

Increasing and maintaining awareness of cultural issues and sensitivity to the impact on treatment, Hyde St. engages in the following activities:

1. HSCS will continue regular meetings of the Consumer Advisory Board who will advise the administration and recommend changes or enhancements of programming and services to better meet the needs of consumers.
2. Inclusion of "What are the cultural issues?" in each case presentation at the clinic.
3. Promotion of hiring culturally or linguistically diverse staff.

D. Client Satisfaction

Client satisfaction is monitored through feedback in the mandated Client Satisfaction Survey, through discussion in a group setting, and individually in response to client complaints and suggestions to staff.

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E. Measurement, analysis and use of ANSA.

HSCS will use both ANSA data and internal, program specific data, to measure and analyze outcomes. All clients open for more than 60 days will have a Treatment Plan of Care and ANSA completed and annually from the date of opening. Reports generated by CBHS will be obtained and reviewed on a regular basis. Internally, information will be collected on referrals, show rates and the demographic and clinical profile of consumers. These materials will be reviewed and used to determine appropriate clinical interventions and programmatic changes.

8. 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 3.3, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHPA 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 t0he C.ITY.

2. Program Budgets and Final Invoice

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

Budget Summary
CRDC B-1 and B-2
Appendix B-1 Hyde Street Community Services, Inc.
Appendix B-2 Adult FSP

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 **Twenty Seven Million Two Hundred Sixty Seven Thousand Five Hundred Thirty Five Dollars (\$27,267,535)** for the period of **July 1, 2018 through June 30, 2026**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$2,449,354** 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, Description of Services, and an Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2018 through June 30, 2019	\$3,316,974
July 1, 2019 through June 30, 2020	\$3,401,880
July 1, 2020 through June 30, 2021	\$3,401,880
July 1, 2021 through June 30, 2022	\$3,401,880
July 1, 2022 through June 30, 2023	\$3,401,880
July 1, 2023 through June 30, 2024	\$3,401,880
July 1, 2024 through June 30, 2025	\$3,401,880
July 1, 2025 through June 30, 2026	<u>\$3,401,880</u>
Sub. Total of July 1, 2018 through June 30, 2026	\$27,130,134
Contingency	\$2,449,354
Less:	
July 1 – December, 2018 Encumbered by	
previous contract # 1000007863	(1,623,972)
Unspend Amount from 2018-2019	<u>(687,981)</u>
Total of July 1, 2018 through June 30, 2026	\$27,267,535

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.

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

3. Services of Attorneys

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

4. State or Federal Medi-Cal Revenues

A. 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.

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement.”

5. Reports and Services

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.

Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number 01123		Appendix B, Page 1	
Legal Entity Name/Contractor Name Hyde Street Community Services, Inc		2020-2021	
Contract ID Number 1000010833		FN Date	
Appendix Number	B-1	B-2	FN#1
Provider Number	38BR	38BR	
Program Name	HYDE ST	ADULT FSP	
Program Code	38BR3	38BRA3	
Funding Term	07/01/20 - 06/30/21	07/01/20 - 06/30/21	
FUNDING USES			TOTAL
Salaries	\$ 1,463,170	\$ 489,689	\$ 1,952,859
Employee Benefits	\$ 371,018	\$ 124,171	\$ 495,189
Subtotal Salaries & Employee Benefits	\$ 1,834,188	\$ 613,860	\$ 2,448,048
Operating Expenses	\$ 325,763	\$ 184,307	\$ 510,070
Subtotal Direct Expenses	\$ 2,159,951	\$ 798,167	\$ 2,958,118
Indirect Expenses	\$ 324,071	\$ 119,690	\$ 443,761
Indirect %	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 2,484,023	\$ 917,857	\$ 3,401,880
		Employee Benefits Rate	25.4%
BHS MENTAL HEALTH FUNDING SOURCES			
MH Adult Fed SDMC FFP (50%)	\$ 982,468	\$ 273,274	\$ 1,255,742
MH Adult State 1991 MH Realignment	\$ 737,130		\$ 737,130
MH Adult County General Fund	\$ 701,401	\$ 162,821	\$ 864,222
MH Adult Medicare	\$ 58,024		\$ 58,024
MH Grant SAMHSA Adult SOC, CFDA 93.958	\$ 5,000		\$ 5,000
MH MHSA (Adult) Match		\$ 273,274	\$ 273,274
MH MHSA (Adult)		\$ 208,488	\$ 208,488
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 2,484,023	\$ 917,857	\$ 3,401,880
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 2,484,023	\$ 917,857	\$ 3,401,880
Prepared By	Victor de la Rocha		4/20/2020

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

DHCS Legal Entity Number 01123					Appendix Number B-1	
Provider Name Hyde Street Community Services, Inc					Page Number 2	
Provider Number 38BR					Fiscal Year 2020-2021	
Contract ID Number 1000010833					Funding Notification Date	
Program Name	HYDE ST					
Program Code	38BR3	38BR3	38BR3	38BR3	38BR3	
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59	15/60-69	15/01-09	15/70-79	45/20-29	
Service Description	OP-MH Svcs	OP-Medication Support	OP-Case Mgt Brokerage	OP-Crisis Intervention	OS-Cmnty Client Svcs	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	
FUNDING USES						TOTAL
Salaries	\$ 776,998	\$ 647,904	\$ 31,304	\$ 6,965	\$ -	\$ 1,463,171
Employee Benefits	\$ 197,024	\$ 164,290	\$ 7,938	\$ 1,766	\$ -	\$ 371,018
Sutotal Salaries & Benefits	\$ 974,022	\$ 812,194	\$ 39,242	\$ 8,731	\$ -	\$ 1,834,188
Operating Expenses	\$ 170,683	\$ 142,325	\$ 6,877	\$ 1,530	\$ 4,348	\$ 325,763
Subtotal Direct Expenses	\$ 1,144,705	\$ 954,519	\$ 46,119	\$ 10,261	\$ 4,348	\$ 2,159,951
Indirect Expenses	\$ 171,748	\$ 143,212	\$ 6,919	\$ 1,540	\$ 652	\$ 324,071
Indirect %	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 1,316,453	\$ 1,097,731	\$ 53,038	\$ 11,801	\$ 5,000	\$ 2,484,023
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity					
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	\$ 521,727	\$ 435,044	\$ 21,020	\$ 4,677	\$ 982,468
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	\$ 391,443	\$ 326,407	\$ 15,771	\$ 3,509	\$ 737,130
MH Adult County General Fund	251984-10000-10001792-0001	\$ 372,470	\$ 310,586	\$ 15,006	\$ 3,339	\$ 701,401
MH Adult Medicare	251984-10000-10001792-0001	\$ 30,813	\$ 25,694	\$ 1,241	\$ 276	\$ 58,024
MH Grant SAMHSA Adult SOC, CFDA 93.958	251984-10001-10034030-0001				\$ 5,000	\$ 5,000
This row left blank for funding sources not in drop-down list						
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 1,316,453	\$ 1,097,731	\$ 53,038	\$ 11,801	\$ 2,484,023
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,316,453	1,097,731	53,038	11,801	2,484,023
BHS UNITS OF SERVICE AND UNIT COST						
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	
DPH Units of Service	309,754	174,520	12,480	2,328	292	
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 4.25	\$ 6.29	\$ 4.25	\$ 5.07	\$ 17.12	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 4.25	\$ 6.29	\$ 4.25	\$ 5.07	\$ 17.12	
Published Rate (Medi-Cal Providers Only)	\$ 4.25	\$ 6.29	\$ 4.25	\$ 5.07	\$ 17.35	Total UDC
Unduplicated Clients (UDC)	350	350	350	350	350	700

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000010833
 Program Name HYDE ST
 Program Code 38BR3

Appendix Number B-1
 Page Number 3
 Fiscal Year 2020-2021
 Funding Notification Date _____

	TOTAL		251984-10000-10001792-0001		251984-10001-10034030-0001		Dept-Auth-Proj-Activity	
Funding Term	07/01/20 - 06/30/21		07/01/20 - 06/30/21		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Training	1.00	\$ 110,000	1.00	\$ 110,000				
Psychiatrist	0.89	\$ 177,932	0.89	\$ 177,932				
Psychiatrist	0.99	\$ 212,633	0.99	\$ 212,633				
Clinical Director	1.00	\$ 100,000	1.00	\$ 100,000				
Executive Director	0.35	\$ 52,500	0.35	\$ 52,500				
Nurse Practitioner	0.99	\$ 129,451	0.99	\$ 129,451				
Program Coordinator	1.00	\$ 68,164	1.00	\$ 68,164				
Peer Counselor	1.00	\$ 45,661	1.00	\$ 45,661				
Nurse Practitioner	1.00	\$ 127,012	1.00	\$ 127,012				
Therapist	1.00	\$ 61,825	1.00	\$ 61,825				
Senior Clinician	1.00	\$ 68,000	1.00	\$ 68,000				
Senior Clinician	1.00	\$ 68,000	1.00	\$ 68,000				
Senior Clinician QM	1.00	\$ 75,000	1.00	\$ 75,000				
Psychologist	0.50	\$ 39,600	0.50	\$ 39,600				
LPT	0.50	\$ 30,637	0.50	\$ 30,637				
Senior Supervising Clinician	1.00	\$ 78,000	1.00	\$ 78,000				
Receptionist	0.39	\$ 18,756	0.39	\$ 18,756				
Totals:	14.60	\$ 1,463,170	14.60	\$ 1,463,170	0.00	\$ -	0.00	\$ -
Employee Benefits:	25.36%	\$ 371,018	25.36%	\$ 371,018	0.00%	\$ -	0.00%	\$ -
TOTAL SALARIES & BENEFITS		\$ 1,834,188		\$ 1,834,188		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010833
 Program Name HYDE ST
 Program Code 38BR3

Appendix Number B-1
 Page Number 4
 Fiscal Year 2020-2021

Funding Notification Date _____

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	251984-10001-10034030-0001	Dept-Auth-Proj-Activity
Funding Term	07/01/20 - 06/30/21	07/01/20 - 06/30/21		
Rent	\$ 230,488	\$ 230,488		
Utilities (telephone, electricity, water, gas)	\$ 14,610	\$ 14,610		
Building Repair/Maintenance	\$ 10,115	\$ 10,115		
Occupancy Total:	\$ 255,213	\$ 255,213	\$ -	\$ -
Office Supplies	\$ 5,619	\$ 5,619		
Photocopying	\$ 562	\$ 562		
Postage	\$ 562	\$ 562		
Computer Hardware/Software	\$ 14,188	\$ 14,188		
Materials & Supplies Total:	\$ 20,931	\$ 20,931	\$ -	\$ -
Training/Staff Development	\$ 15,734	\$ 15,734		
Insurance	\$ 19,668	\$ 19,668		
Professional Services (Shredding/Recycling Services)	\$ 1,686	\$ 1,686		
Permits	\$ -			
Equipment Lease & Maintenance	\$ 4,664	\$ 4,664		
General Operating Total:	\$ 41,752	\$ 41,752	\$ -	\$ -
Local Travel	\$ 1,124	\$ 1,124		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ 1,124	\$ 1,124	\$ -	\$ -
Other (provide detail):	\$ -			
Client Related Expenses - include client food, client activities, client supplies, client travel , & rental subsidies	\$ 6,743	\$ 2,395	\$ 4,348	
Other Total:	\$ 6,743	\$ 2,395	\$ 4,348	\$ -
TOTAL OPERATING EXPENSE	\$ 325,763	\$ 321,415	\$ 4,348	\$ -

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

DHCS Legal Entity Number 01123						Appendix Number B-2			
Provider Name Hyde Street Community Services, Inc						Page Number 5			
Provider Number 38BR						Fiscal Year 2020-2021			
Contract ID Number 1000010833						Funding Notification Date 01/00/00			
Program Name		ADULT FSP							
Program Code		38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	
Mode/SFC (MH) or Modality (SUD)		15/10-57, 59	15/60-69	15/01-09	15/70-79	60/70	60/72	60/78	
Service Description		OP-MH Svcs	OP-Medication Support	OP-Case Mgt Brokerage	OP-Crisis Intervention	SS-Client Hsng Support Exp	SS-Client Flexible Support Exp	SS-Other Non-MediCal Client Support Exp	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21	
FUNDING USES								TOTAL	
Salaries		\$ 244,433	\$ 32,272	\$ 99,718	\$ 9,802	\$ -	\$ -	\$ 103,464	\$ 489,689
Employee Benefits		\$ 61,981	\$ 8,183	\$ 25,286	\$ 2,486	\$ -	\$ -	\$ 26,235	\$ 124,171
Subtotal Salaries & Benefits		\$ 306,414	\$ 40,455	\$ 125,004	\$ 12,288	\$ -	\$ -	\$ 129,699	\$ 613,860
Operating Expenses		\$ 114,992	\$ 15,182	\$ 46,912	\$ 4,612	\$ 870	\$ 1,739	\$ -	\$ 184,307
Subtotal Direct Expenses		\$ 421,406	\$ 55,637	\$ 171,916	\$ 16,900	\$ 870	\$ 1,739	\$ 129,699	\$ 798,167
Indirect Expenses		\$ 63,384	\$ 8,368	\$ 25,858	\$ 2,542	\$ 130	\$ 261	\$ 19,147	\$ 119,689
Indirect %		15%	15%	15%	15%	15%	15%	15%	15%
TOTAL FUNDING USES		\$ 484,790	\$ 64,005	\$ 197,774	\$ 19,441	\$ 1,000	\$ 2,000	\$ 148,846	\$ 917,856
BHS MENTAL HEALTH FUNDING	Dept-Auth-Proj-Activity								
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	\$ 172,949	\$ 22,834	\$ 70,556	\$ 6,936				\$ 273,274
MH Adult County General Fund	251984-10000-10001792-0001	\$ 103,046	\$ 13,605	\$ 42,038	\$ 4,132				\$ 162,821
MH MHSA (Adult) Match	251984-17156-10031199-0029	\$ 172,949	\$ 22,834	\$ 70,556	\$ 6,936				\$ 273,274
MH MHSA (Adult)	251984-17156-10031199-0029	\$ 35,847	\$ 4,733	\$ 14,624	\$ 1,438	\$ 1,000	\$ 2,000	\$ 148,846	\$ 208,487
This row left blank for funding sources not in drop-down list									
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 484,790	\$ 64,005	\$ 197,774	\$ 19,441	\$ 1,000	\$ 2,000	\$ 148,846	\$ 917,856
TOTAL DPH FUNDING SOURCES		\$ 484,790	\$ 64,005	\$ 197,774	\$ 19,441	\$ 1,000	\$ 2,000	\$ 148,846	\$ 917,856
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		484,790	64,005	197,774	19,441	1,000	2,000	148,846	917,856
BHS UNITS OF SERVICE AND UNIT COST									
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service		114,068	10,176	46,535	3,835	6	40	6,180	
Unit Type		Staff Minute	Staff Minute	Staff Minute	Staff Minute	Client Day,	Client Day,	Client Day,	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 4.25	\$ 6.29	\$ 4.25	\$ 5.07	\$ 166.67	\$ 50.00	\$ 24.09	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 4.25	\$ 6.29	\$ 4.25	\$ 5.07	\$ 166.67	\$ 50.00	\$ 24.09	
Published Rate (Medi-Cal Providers Only)		\$ 4.25	\$ 6.29	\$ 4.25	\$ 5.07	N/A	N/A	N/A	Total UDC
Unduplicated Clients (UDC)		30	30	30	30	3	20	50	100

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000010833
 Program Name ADULT FSP
 Program Code 38BRA3

Appendix Number B-2
 Page Number 6
 Fiscal Year 2020-2021
 Funding Notification Date 07/30/19

	TOTAL		251984-10000-10001792-0001		251984-17156-10031199-0029		251984-17156-10031199-0029	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Funding Term	07/01/20 - 06/30/21		07/01/20 - 06/30/21		07/01/20 - 06/30/21		07/01/20 - 06/30/21	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Peer Counselor	0.63	\$ 29,251					0.63	\$ 29,251
Psychiatrist	0.01	\$ 1,999	0.00	\$ 950	0.01	\$ 1,049		
Therapist FSP	1.00	\$ 60,739	0.48	\$ 28,872	0.52	\$ 31,867		
Psychiatrist	0.01	\$ 2,148	0.00	\$ 1,021	0.01	\$ 1,127		
Therapist	1.00	\$ 60,739	0.48	\$ 28,872	0.52	\$ 31,867		
Executive Director	0.00	\$ 150	0.00	\$ 71	0.00	\$ 79		
Therapist	1.00	\$ 60,739	0.48	\$ 28,872	0.52	\$ 31,867		
Nurse Practitioner	0.01	\$ 1,308	0.00	\$ 622	0.01	\$ 686		
Therapist	1.00	\$ 60,739	0.48	\$ 28,872	0.52	\$ 31,867		
Therapist FSP	1.00	\$ 61,847	0.48	\$ 29,399	0.52	\$ 32,448		
Peer Counselor	0.63	\$ 28,552					0.63	\$ 28,552
Psychologist	0.01	\$ 400	0.00	\$ 190	0.00	\$ 210		
Peer Counselor	1.00	\$ 45,661					1.00	\$ 45,661
LPT	0.01	\$ 309	0.00	\$ 147	0.00	\$ 162		
FSP Team Leader	1.00	\$ 75,000	0.48	\$ 35,651	0.52	\$ 39,349		
Receptionist	0.00	\$ 108	0.00	\$ 52	0.00	\$ 57		
Totals:	8.29	\$ 489,689	2.87	\$ 183,591	3.17	\$ 202,635	2.25	\$ 103,464
Employee Benefits:	25.36%	\$ 124,171	25.36%	\$ 46,553	25.36%	\$ 51,383	25.36%	\$ 26,235
TOTAL SALARIES & BENEFITS		\$ 613,860		\$ 230,144		\$ 254,018		\$ 129,699

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010833
 Program Name ADULT FSP
 Program Code 38BRA3

Appendix Number B-2
 Page Number 7
 Fiscal Year 2020-2021
 Funding Notification Date 7/30/2019

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	FFS	CR - 60/70	CR - 60/72
			251984-17156-10031199-0029	251984-17156-10031199-0029	251984-17156-10031199-0029
Funding Term	07/01/20 - 06/30/21	07/01/20 - 06/30/21	07/01/20 - 06/30/21		
Rent	\$ 130,191	\$ 61,856	\$ 68,335		
Utilities (telephone, electricity, water, gas)	\$ 8,299	\$ 3,943	\$ 4,356		
Building Repair/Maintenance	\$ 5,745	\$ 2,730	\$ 3,015		
Occupancy Total:	\$ 144,235	\$ 68,529	\$ 75,706	\$ -	\$ -
Office Supplies	\$ 3,192	\$ 1,517	\$ 1,675		
Photocopying	\$ 319	\$ 152	\$ 167		
Postage	\$ 319	\$ 152	\$ 167		
Computer Hardware/Software	\$ 8,059	\$ 3,829	\$ 4,230		
Materials & Supplies Total:	\$ 11,889	\$ 5,649	\$ 6,240	\$ -	\$ -
Training/Staff Development	\$ 8,937	\$ 4,246	\$ 4,691		
Insurance	\$ 11,171	\$ 5,308	\$ 5,863		
Professional Services (Shredding/Recycling Services)	\$ 958	\$ 455	\$ 503		
Equipment Lease & Maintenance	\$ 2,649	\$ 1,259	\$ 1,390		
General Operating Total:	\$ 23,715	\$ 11,267	\$ 12,448	\$ -	\$ -
Local Travel	\$ 638	\$ 303	\$ 335		
Staff Travel Total:	\$ 638	\$ 303	\$ 335	\$ -	\$ -
Other (provide detail):					
Client Related Expenses - include client food, client activities, client supplies, client travel , & rental subsidies	\$ 3,830	\$ 537	\$ 684	\$ 870	\$ 1,739
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Other Total:	\$ 3,830	\$ 537	\$ 684	\$ 870	\$ 1,739
TOTAL OPERATING EXPENSE	\$ 184,307	\$ 86,285	\$ 95,413	\$ 870	\$ 1,739

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name <u>Hyde Street Community Services, Inc</u>	Page Number <u>8</u>
Contract ID Number <u>1000010833</u>	Fiscal Year <u>2020-2021</u>
Period <u>7/1/20-6/30/21</u>	Funding Notification Date _____

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Executive Director	0.65	\$ 97,350
Controller	0.83	\$ 79,167
Executive Assistant	1.00	\$ 49,644
Receptionist	0.61	\$ 26,943
Subtotal:		3.09 \$ 253,104
Employee Benefits:		25.4% \$ 64,180
Total Salaries and Employee Benefits:		\$ 317,284

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Rent	\$ 49,367
Utilities (telephone, electricity, water, gas)	\$ 3,091
Building Repair/Maintenance	\$ 2,140
Office/IT/Janitorial Supplies	\$ 1,189
Photocopying	\$ 119
Postage	\$ 119
Training/Staff Development	\$ 3,329
Insurance	\$ 4,161
Equipment Lease & Maintenance	\$ 987
Local Travel	\$ 238
Professional Services	\$ 357
Client Related Expenses	\$ 1,427
Small Equipment & Maintenance	\$ 3,002
MSA Admin Agreement	\$ 26,250
Legal and Accounting	\$ 14,101
Payroll Processing	\$ 4,000
Subscriptions, Plans	\$ 1,200
Bank Charges (account maintenance fees)	\$ 1,400
Advertising	\$ 10,000
Total Operating Costs	\$ 126,477

Total Indirect Costs	\$ 443,761
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