

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2015 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 amend the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

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

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

1a. 1a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2010 from RFP 23-2009, dated July 31, 2009, Contract Numbers BPHM11000041, between Contractor and City, as amended to a Sole Source by this First amendment

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

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

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

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

2. Term of the Agreement

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

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

2. Term of the Agreement

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

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seventeen Million One Hundred Sixty-Two Thousand Two Hundred Ten Dollars (\$17,162,210)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty-Three Million One Hundred Thirty Thousand Six Hundred Nineteen Dollars (\$23,130,619)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

15. Insurance

15. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

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

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

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

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

2e. Protection of Private Information. Section 64 is hereby added to the Agreement, as follows:

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

2f. Health Care Accountability Ordinance. Section 44 is hereby replaced in its entirety to read as follows:

44. Health Care Accountability Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2g. Add Appendices A-1 and A-2 dated 7/1/2015 to Agreement as amended.

2h. Delete Appendix B-Calculation of Charges and replace in its entirety with Appendix B-Calculation of Charges dated 7/1/2015 to Agreement as amended.

2i. Add CBHS Budget Documents/Appendices B-1 and B-2 dated 7/1/2015 to Agreement as amended.

2j. Delete Appendix D-Additional Terms and replace in its entirety with Appendix D- Additional Terms dated 7/1/2015 to Agreement as amended.

2k. Delete Appendix E-HIPAA Business Associate Agreement and replace in its entirety with Appendix E- HIPAA Business Associate Agreement dated 5/19/2015 to Agreement as amended.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2015.

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.

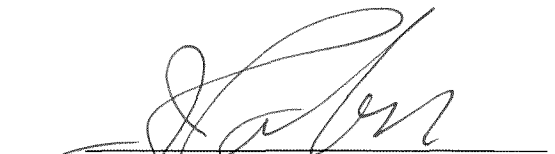
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:


Hyde Street Community Services, Inc.


BARBARA A. GARCIA,
MPA.
Director of Health

5/21/15
Date


Approved as to Form:

DENNIS J. HERRERA
City Attorney

By 
KATHY MURPHY
Deputy City Attorney

6/8/15
Date

Approved:


CINDY GYORI
Executive Director
134 Golden Gate Avenue
San Francisco, CA 94102

5/18/15
Date

City vendor number: 62707

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

Date

Contractor: Hyde Street Community Services, Inc
Program: Hyde Street Community Services, Inc
CMS #:6980

Appendix A-1 & A-2
Contract Term: 07.01.15 – 6.30.16

Section 1. Program Name:

Hyde Street Community Services, Inc.
Program Address: 815 Hyde Street
San Francisco, CA, 94109
Telephone: (415) 673-5700
Facsimile: (415) 292-7140

Contractor Address: 815 Hyde Street
San Francisco, CA, 94109

Name of Person Completing this Narrative: Cindy Gyori, LCSW, Executive Director
Phone: (415) 673-5700 x1101

Program Codes: 38BR3, 38BRA3

Section 2. Nature of Document

New Renewal X Modification

Section 3. Goal Statement

To provide a comprehensive spectrum of outpatient behavioral health services from low intensity to ICM, appropriate to the individual consumer's level of need and impairment that embodies the philosophies of Recovery, Harm Reduction, Cultural Competency and Consumer Participation.

Section 4. Target Population

Hyde Street Community Services (HSCS) provides a comprehensive continuum of mental health services to an adult population residing in the Central City area of San Francisco. Individuals present with a wide array of situational and acute or chronic mental 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 the Tenderloin. The largest of these groups are Arab-speaking, Southeast Asian, and African American, and most recently, Latinos. Presently, the Clinic provides citywide services to the Arab-speaking population.

Intensive Case Management (FSP program) will target adult residents of San Francisco who have been identified as dually diagnosed, exhibiting both mental health and substance abuse problems, and who present with multiple and complex issues that require more intensive services than can be addressed in standard outpatient programs. These issues may 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, self-mutilation, and high risk behaviors likely to result in harm, and 5) history of abuse and trauma, and 6) lack

entitlements or stable source of income.

Section 5. Modalities/Interventions

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” means 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.

Section 6. Methodology

A. Outreach, recruitment, promotion, and advertisement

HSCS makes every effort to develop services to consumers reflective of and responsive to the community served. HSCS regularly evaluates the changing needs of the populations referred for service, adapting staffing and programming, making all groups feel welcome and responded to. According to the latest demographic report, the breakdown of clients is: White: 43%, African American: 35%, Latino: 5%, Arab: 3%, Native American: 2%, Filipino: 3% and others less than 1%. Male: 66%, female: 34%. Adult: 83%, Older Adult: 17%.

HSCS emphasizes the provision of culturally aware and sensitive services. Staff ethnicity and language are reflective of these populations served: African American, Asian, Spanish speaking and LBGT. The Tenderloin Clinic is the only outpatient clinic in San Francisco serving the Arab-speaking and Muslim population.

HSCS maintains relationships with other agencies and referral sources to promote referrals and coordinate services. These include, among others, primary care clinics, housing resources, homeless programs, mental health crisis and residential programs, legal and forensic services, social services and the community at large. It is significant that the vast majority of clients are self-referred and they have often heard about the services from other clients. The word “on the street” is this is the place to come. The outreach, promotion and client satisfaction is working, because the Tenderloin Clinic has the third highest number of referrals and active caseload of outpatient clinics in San Francisco.

B. Admission Criteria and Process

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 and 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.

C. Description of Services

The mental health services of the Hyde Street Community Services, Inc. should be viewed as an integrated program comprised of two complimentary components: Outpatient Services, through the Tenderloin Outpatient Services, and intensive, wrap-around services with the FSP Team. Within this range of services, clients will receive treatment appropriate to their need, in the least restrictive setting and in adherence to CBHS medical necessity and admission criteria.

The Tenderloin Outpatient Clinic will provide services from 9:00 am to 5:00 pm, Monday through Friday. On an as needed or emergency basis, services may be available before 9:00 am or after 5:00 pm. Services may be provided outside the clinic, in the community or in other CBHS facilities when appropriate.

In adopting the philosophy of the Mental Health Services Act and in compliance with the FSP guidelines issued by State the Hyde Street FSP will:

1. Embrace the five main MHSA concepts of cultural competence, client/ family participation, wellness focus, recovery focus, and integrated service experience as

demonstrated in chart documentation and 100% of audited charts will document all five concepts in the client's Plan of Care or in progress notes.

2. Participate in all required FSP trainings sponsored by the State and CBHS.
3. Comply with all State data collection protocols and deadlines by submitting data directly to the State as required, including initial data, quarterly assessments, key tracking, consumer participation, progress reports, and CSI information.
4. Provide FSP intensive wrap-around services with 24/7 crisis response capability, including linkage and coordinated care services.

Outpatient Services:

The Outpatient Services are designed to meet the behavioral health needs of the residents of the Tenderloin area of San Francisco. It is comprehensive program, fulfilling the CMHS mission of serving as a safety net for individuals with acute and chronic psychiatric problems.

The scope of services included in the outpatient program will include:

- Assessment and Referral Services
- Collateral Contacts
- Crisis Intervention
- Individual, Group and Family Therapy
- Case Management Brokerage
- Psychiatric Evaluation and Medication Monitoring / Support
- Dual Diagnosis Services
- Urgent Care
- Psychological Testing Services
- Outreach

D. Exit Criteria and Discharge Planning

Because of limited and shrinking mental health resources, coupled with the need to immediately serve many new acute clients coming in the front door, the Tenderloin Outpatient Clinic will consistently apply utilization review and discharge/ exit criteria to alleviate increasing caseload pressure, and to prioritize services to those most in need. Clinicians will consider such factors as: risk of harm, functional status, psychiatric stability and risk of decompensation, medication compliance, progress and status of Care Plan objectives, and the client's overall environment, to determine which clients can be discharged from MHS/ CMB services into medication-only, or to PPN/ Primary Care. The Clinic will also begin utilizing more of time-efficient brief therapy and group interventions to maximize the number of clients that can be helped, which can be started by sending clinicians to trainings on these modalities.

Clinicians in the FSP will consider such factors as: risk of harm, functional status, psychiatric stability and risk of de-compensation, medication compliance, progress and status of Care Plan objectives, and the client's overall environment, to determine which clients can be discharged from the FSP services and referred to standard outpatient care.

Individuals enrolled in the FSP program will be evaluated bi-annually for continued need for intensive services. When it is deemed that clients no longer need intensive services, they will be transitioned into the general outpatient services, continuing with medication management, non-intensive case-management, and individual and group treatment. Clinicians will consider such factors as: risk of harm, functional status, psychiatric stability and risk of de-compensation, medication compliance, progress and status of Care Plan objectives, and the client's overall environment, to determine which clients can be discharged from the FSP services and referred to standard outpatient care.

As required by MHSA and in an effort to ensure that all FSP clients maintain the level of services needed to ensure their recovery, all FSP clients served by Hyde Street and who have retained permanent housing will continue to be fully supported by Hyde Street. The level of case management services they receive will not decrease until the client has reached his/her stated recovery goals.

E.Staffing

See Exhibit B

SECTION 7: Objectives and Measurement

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

SECTION 8: Continuous Quality Improvement

A. Achievement of contract performance objectives

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 and Initial POC and CSA within 60 days of opening.
4. Completion of annual documents: POC, CSA, Consent of Treatment, Consent for medications, HIPAA, Acknowledgement of Receipt of Materials.
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 reasonable hours/ number of impairments or who have been in individual therapy longer than 3 years.

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 Housing Specialist maintains a database of clients who have been assisted with housing and the outcomes of interventions.

B. Documentation quality

Using Avatar, the Executive Director, Clinical Director and Medical Director will review a minimum of 3 charts for each staff every six months. 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.

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. Completion of the annual Cultural Competency Report
2. For FY 2015-2016, HSCS will conduct two consumer focus groups and one follow-up feed-back group.
3. Inclusion of "What are the cultural issues?" in each case presentation at the clinic
4. 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.

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 the original POC. 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.

Appendix B
Calculation of Charges

1. Method of Payment

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

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

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

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

(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 MHSF Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

- Budget Summary
- 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-Three Million One Hundred Thirty Thousand Six Hundred Nineteen Dollars (\$23,130,619)** for the period of **July 1, 2010 through December 31, 2017**.

CONTRACTOR understands that, of this maximum dollar obligation **\$770,600** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2010 through December 31, 2010	\$1,200,457	(BPHM065000023)
July 1, 2010 through June 30, 2011	\$1,614,247	

July 1, 2011 through June 30, 2012	\$2,786,684
July 1, 2012 through June 30, 2013	\$2,839,104
July 1, 2013 through June 30, 2014	\$2,883,567
July 1, 2014 through June 30, 2015	\$3,076,189
July 1, 2015 through June 30, 2016	\$3,076,189
July 1, 2016 through June 30, 2017	\$3,280,171
July 1, 2017 through December 31, 2017	<u>\$1,603,410</u>
Sub.Total of July 1, 2010 through December 31, 2017	\$22,360,018
Contingency Available	<u>\$770,600</u>
Total of July 1, 2010 through December 31, 2017	\$23,130,619

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

(4) CONTRACTOR further understands that, **1,200,457** of the period from July 1, 2010 through December 31, 2010 in the Contract Number BPHM06500023 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM06500023 for the Fiscal Year 2010-11.

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

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

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

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

CBHS BUDGET DOCUMENTS

DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH): 01123		Prepared By/Phone #: Samuel Choy/415-552-7914 ext.124		Fiscal Year: FY 15-16			
DHCS Legal Entity Name (MH)/Contractor Name (SA): Hyde Street Community Services, Inc		Document Date: 7/1/2015		Summary Page: 1 of 1			
Contract CMS # (CDTA use only): 6980							
Contract Appendix Number:	B-1	B-2	B-#	B-#	B-#	B-#	
Appendix A/Program Name:	HYDE ST	ADULT FSP					
Provider Number	38BR	38BR					
Program Code(s)	38BR3	38BRA3					
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	-/- _ -/-	-/- _ -/-	-/- _ -/-	-/- _ -/-	TOTAL
FUNDING USES							
Salaries & Employee Benefits:	1,686,401	497,348					2,183,749
Operating Expenses:	336,474	163,874					500,348
Capital Expenses:							0
Subtotal Direct Expenses:	2,022,875	661,222	0	0	0	0	2,684,097
Indirect Expenses:	293,358	98,734					392,092
Indirect %:	0.15	0.15	0%	0%	0%	0%	15%
TOTAL FUNDING USES	2,316,233	759,956	0	0	0	0	3,076,189
						Employee Fringe Benefits %:	30%
CBHS MENTAL HEALTH FUNDING SOURCES							
MH FED - SDMC Regular FFP (50%)	737,410	289,944					1,027,354
MH STATE - MH Realignment	737,130	-					737,130
MH COUNTY - General Fund	741,524	-					741,524
MH COUNTY - General Fund - CODB	-	-					-
MH 3RD PARTY - Medicare	58,024	-					58,024
MH STATE - Other Grants	37,145	-					37,145
MH STATE - SAMHSA	5,000	-					5,000
MH STATE - MHSA (CSS)		180,068					180,068
MH STATE - MHSA (MATCH)	-	289,944					289,944
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES	2,316,233	759,956	-	-	-	-	3,076,189
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
							-
							-
							-
							-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-	-	-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES							
							-
							-
							-
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES	-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	2,316,233	759,956	0	0	0	0	3,076,189
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES	-	-	0	0	0	0	0
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	2,316,233	759,956	-	-	-	-	3,076,189

CBHS BUDGET DOCUMENTS

DPH 7: Contract-Wide Indirect Detail

Contractor Name: Hyde Street Community Services, Inc

Document Date: 07/01/15

Fiscal Year: FY 15-16

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Executive Director/Senior Management	0.26	65,136
Admin Staff	1.62	95,465
Accounting Staff	1.58	101,351
EMPLOYEE FRINGE BENEFITS		53,310
TOTAL SALARIES & BENEFITS		\$ 315,252

2. OPERATING COSTS

Expenditure Category	Amount
Rental of Property	15,451.00
Utilities(Elec, Water, Gas, Phone, Scave)	4,369.00
Office Supplies, Postage	3,762.00
Building Maintenance Supplies and Repa	1,340.00
Printing and Reproduction	580.00
Insurance	1,112.00
Staff Training	487.00
Staff Travel (Local & Out of Town)	4,493.00
Equipment Rental and Maintenance	7,853.00
Legal and Accounting	21,760.00
Payroll Processing	8,108.00
Subscriptions	246.00
Business Taxes	4,700.52
Bank Charges	1,956.92
Advertising	622.00
TOTAL OPERATING COSTS	76,840.00

TOTAL INDIRECT COSTS 392,092.00
(Salaries & Benefits + Operating Costs)

CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Hyde Street Community Services, Inc							Appendix/Page #: B-1/Page #1		
Provider Name: Hyde Street Community Services, Inc							Document Date: 7/1/2015		
Provider Number: 38BR							Fiscal Year: FY 15-16		
Program Name:	HYDE ST.	HYDE ST.	HYDE ST.	HYDE ST.	HYDE ST.	HYDE ST.	HYDE ST.		
Program Code (formerly Reporting Unit):	38RB3	38RB3	38RB3	38RB3	38RB3	38RB3	38RB3		
Mode/SFC (MH) or Modality (SA)	15/10-56	15/60-69	15/01-09	15/70-79	15/70-79	45/20-29	45/20-29		
Service Description:	MH Svcs	Medication Support	Case Mgt Brokerage	Crisis Intervention-OP	Start-up cost	Cmmty Client Svcs	Cmmty Client Svcs	TOTAL	
FUNDING TERM:	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	07/01/15-06/30/16	
FUNDING USES									
Salaries & Employee Benefits:	959,921	608,555	64,469.00	17,311		36,145		1,686,401	
Operating Expenses:	177,687	112,648	11,934.00	3,205	25,000	1,000	5,000	336,474	
Capital Expenses (greater than \$5,000):	-	-	-	-	-	-	-	-	
Subtotal Direct Expenses:	1,137,608	721,203	76,403.00	20,516	25,000	37,145	5,000	2,022,875	
Indirect Expenses:	170,641	108,180	11,460.00	3,077	-	-	-	293,358	
TOTAL FUNDING USES:	1,308,249	829,383	87,863.00	23,593	25,000	37,145	5,000	2,316,233	
CBHS MENTAL HEALTH FUNDING SOURCES	Index Code/Project Detail/CFDA#:								
MH FED - SDMC Regular FFP (50%)	HMHMCC730515	428,936	271,930	28,808.00	7,736			737,410	
MH STATE - MH Realignment	HMHMCC730515	428,774	271,827	28,797.00	7,732			737,130	
MH COUNTY - General Fund	HMHMCC730515	416,788	264,229	27,991.00	7,516	25,000		741,524	
MH COUNTY - General Fund - CODB	HMHMCC730515	-	-	-	-			-	
MH 3RD PARTY - Medicare	HMHMCC730515	33,751	21,397	2,267.00	609			58,024	
MH STATE - Other Grants	HMHMRCGRANTS/HMPAT H15/93.150						37,145	37,145	
MH STATE - SAMHSA	HMHMRCGRANTS/HMM00 7-1501/93.958							5,000	
								5,000	
								-	
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		1,308,249	829,383	87,863.00	23,593	25,000	37,145	5,000	2,316,233
CBHS SUBSTANCE ABUSE FUNDING SOURCES	Index Code/Project Detail/CFDA#:								
								-	
								-	
								-	
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-	-	-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES	Index Code/Project Detail/CFDA#:								
								-	
								-	
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES		-	-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES		1,308,249	829,383	87,863.00	23,593	25,000	37,145	5,000	2,316,233
NON-DPH FUNDING SOURCES									0
TOTAL NON-DPH FUNDING SOURCES		-	0	-	0	0	0	0	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,308,249	829,383	87,863.00	23,593	25,000	37,145	5,000	2,316,233
CBHS UNITS OF SERVICE AND UNIT COST									
Number of Beds Purchased (if applicable)									
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)									
Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program									
Cost Reimbursement (CR) or Fee-For-Service (FFS):	FFS	FFS	FFS	FFS	CR	CR	CR		
DPH Units of Service:	475,727	163,264	41,250	5,768	1	1,344	300		
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Minute	0	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY):	2.75	5.08	2.13	4.09	25,000.00	27.65	16.67		
Cost Per Unit - Contract Rate (DPH & NON-DPH FUNDING SOURCES):	2.75	5.08	2.13	4.09	25,000.00	27.65	16.67		
Published Rate (Medi-Cal Providers Only):	3.08	5.42	2.25	4.67	N/A	N/A	N/A	Total UDC:	
Unduplicated Clients (UDC):	821	821	821	821	N/A	110	100		

CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 38BR3
 Program Name: HYDE ST
 Document Date: 7/1/15

Appendix/Page #: B-1/Page #2

Position Title	TOTAL		General Fund TENDERLOIN MENTAL HEALTH SERVICES PROG FEE FOR SERVICE		General Fund TENDERLOIN MENTAL HEALTH SERVICES PROG START-UP COST REIMBURSEMENT		GRANT # 1: PATH MCKINNEY CFDA# 93.150 COST REIMBURSEMENT		GRANT #2: SAMHSA CFDA # 93.958 COST REIMBURSEMENT	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Reception / Data Entry	0.62	\$ 24,942.00	0.62	24,942.00						
Clinical Director	0.87	\$ 64,750.00	0.87	64,750.00						
Executive Assistant	0.67	\$ 30,140.00	0.67	30,140.00						
Director of Training	0.47	\$ 44,714.00	0.47	44,714.00						
Executive Director	0.73	\$ 69,350.00	0.73	69,350.00						
Program Coordinator	1.00	\$ 59,665.00	1.00	59,665.00						
Housing and Entitlement	0.65	\$ 27,776.00	-	-			0.65	27,776.00		
LPT	0.87	\$ 47,298.00	0.87	47,298.00						
Nurse Practitioner	0.97	\$ 101,738.00	0.97	101,738.00						
Peer Counselor	0.00	\$ -	-	-						
Psychiatrist	0.84	\$ 156,245.00	0.84	156,245.00						
Nurse Practitioner	0.97	\$ 92,808.00	0.97	92,808.00						
Psychiatrist	0.97	\$ 185,332.00	0.97	185,332.00						
Psychologist	1.00	\$ 66,177.00	1.00	66,177.00						
Senior Clinician	0.80	\$ 49,510.00	0.80	49,510.00						
Therapist	1.00	\$ 54,212.00	1.00	54,212.00						
Therapist	1.00	\$ 53,164.00	1.00	53,164.00						
Therapist	1.00	\$ 56,813.00	1.00	56,813.00						
Therapist ICM		\$ 57,963.00	1.00	57,963.00						
Therapist ICM	1.00	\$ 55,226.00	1.00	55,226.00						
Totals:	15.44	\$1,297,823.00	15.79	\$1,270,047	0.00	\$0	0.65	\$27,776.00	0.00	\$0

Employee Fringe Benefits:	30%	\$388,578.00	30%	380,209.00	30%	\$8,369.00	#DIV/0!
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TOTAL SALARIES & BENEFITS

\$1,686,401.00

1,650,256.00

\$36,145.00

\$0

CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 38BR3
 Program Name: HYDE ST
 Document Date: 7/1/2015

Appendix/Page #: B-1/ Page#3

Expenditure Category	TOTAL	General Fund	General Fund	GRANT # 1: PATH	GRANT #2: SAMHSA
		TENDERLOIN MENTAL HEALTH SERVICES PROG FEE FOR SERVICE	TENDERLOIN MENTAL HEALTH SERVICES PROG START-UP COST REIMBURSEMENT	MCKINNEY CFDA# 93.150 COST REIMBURSEMENT	CFDA # 93.958 COST REIMBURSEMENT
	Term: 07/01/15-06/30/16	Term: 07/01/15-06/30/16	Term: 07/01/15-06/30/16	Term: 07/01/15-06/30/16	Term: 07/01/15-06/30/16
Occupancy:					
Rent	192,161.00	192,161.00			
Utilities(telephone, electricity, water, gas)	43,164.00	43,164.00			
Building Repair/Maintenance	5,802.00	5,802.00			
Materials & Supplies:					
Office Supplies	4,582.00	4,582.00			
Photocopying	-				
Printing	592.00	592.00			
Program Supplies	7,145.00	1,145.00		1,000.00	5,000.00
Computer hardware/software	681.00	681.00			
General Operating:					
Training/Staff Development	4,209.00	4,209.00			
Insurance	23,406.00	23,406.00			
Professional License	-				
Permits	927.00	927.00			
Equipment Lease & Maintenance	22,758.00	22,758.00			
Staff Travel:					
Local Travel	6,047.00	6,047.00			
Out-of-Town Travel	-				
Field Expenses	-				
Consultant/Subcontractor:					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	-				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	-				
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) (add more Consultant lines as necessary)	-				
Other:					
Legal and Accounting	-	-			
Payroll Processing	-	-			
Bank Charges	-	-			
Moving Expense - this is a one-time expense for moving to a new location. The expenses include: Relocation labor service for \$11,000, fuel surcharges for \$400, moving containers, equipment & storage rental for \$9,000, third party services and other miscellaneous expense for \$4,600. The total of the moving expenses is estimated at \$25,000.	25,000.00	-	25,000.00		
	-				
	-				
TOTAL OPERATING EXPENSE	336,474.00	305,474.00	25,000.00	1,000.00	5,000.00

CBHS BUDGET DOCUMENTS

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

DHCS Legal Entity Name (MH)/Contractor Name (SA): Hyde Street Community Services, Inc							Appendix/Page #: B-2/Page #1	
Provider Name: Hyde Street Community Services, Inc							Document Date: 7/1/2015	
Provider Number: 38BR							Fiscal Year: FY 15-16	
Program Name:	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	ADULT FSP	
Program Code (formerly Reporting Unit):	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	38BRA3	
Mode/SFC (MH) or Modality (SA)	15/10-56	15/60-69	15/01-09	15/70-79	60/70	60/72	60/78	
Service Description:	MH Svcs	Medication Support	Case Mgt Brokerage	Crisis Intervention-OP	CS-Client Risk Support Exp	CS-Client Flexible Support Exp	Other Non-Medical Client Support Exp	TOTAL
FUNDING TERM:	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/16
FUNDING USES								
Salaries & Employee Benefits:	234,270	65,628	56,860	4,727	-	-	135,863	497,348
Operating Expenses:	104,258	29,207	25,305	2,104	1,000	2,000	-	163,874
Capital Expenses (greater than \$5,000):								
Subtotal Direct Expenses:	338,528	94,835	82,165	6,831	1,000	2,000	135,863	661,222
Indirect Expenses:	50,779	14,225	12,325	1,025	-	-	20,380	98,734
TOTAL FUNDING USES:	389,307	109,060	94,490	7,856	1,000	2,000	156,243	759,956
CBHS MENTAL HEALTH FUNDING SOURCES								
	Index Code/Project Detail/CFDA#:							
MH FED - SDMC Regular FFP (50%)	HMHMCC730515	187,905	52,640	45,607	3,792	-	-	289,944
MH STATE - MH Realignment	HMHMCC730515	-	-	-	-	-	-	-
MH COUNTY - General Fund	HMHMCC730515	-	-	-	-	-	-	-
MH COUNTY - General Fund - CODB	HMHMCC730515	-	-	-	-	-	-	-
MH 3RD PARTY - Medicare	HMHMCC730515	-	-	-	-	-	-	-
MH STATE - Other Grants	HMHMRCGRANTS/HMPAT H15/93.150	-	-	-	-	-	-	-
MH STATE - SAMHSA	HMHMRCGRANTS/HMM00 7-1501/93.958	-	-	-	-	-	-	-
MH STATE - MHSA (CSS)	HMHMPROP63/PMHS63-1505	13,497	3,780	3,276	272	1,000	2,000	180,068
MH STATE - MHSA (MATCH)		187,905	52,640	45,607	3,792	-	-	289,944
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		389,307	109,060	94,490	7,856	1,000	2,000	759,956
CBHS SUBSTANCE ABUSE FUNDING SOURCES								
	Index Code/Project Detail/CFDA#:							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-	-
OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES								
	Index Code/Project Detail/CFDA#:							
TOTAL OTHER DPH-COMMUNITY PROGRAMS FUNDING SOURCES		-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES		389,307	109,060	94,490	7,856	1,000	2,000	759,956
NON-DPH FUNDING SOURCES								
								0
TOTAL NON-DPH FUNDING SOURCES		0	0	0	0	0	0	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		389,307	109,060	94,490	7,856	1,000	2,000	759,956
CBHS UNITS OF SERVICE AND UNIT COST								
	Number of Beds Purchased (if applicable)							
	Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
	Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
	Cost Reimbursement (CR) or Fee-For-Service (FFS):							
DPH Units of Service:	FFS	FFS	FFS	FFS	CR	CR	CR	
	141,566	21,469	44,362	1,921	6	40	5,200	
					Staff Hour or Client Day, depending on contract.	Staff Hour or Client Day, depending on contract.	Staff Hour or Client Day, depending on contract.	
Unit Type:	Staff Minute	Staff Minute	Staff Minute	Staff Minute				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY):	2.75	5.08	2.13	4.09	166.67	50.00	30.05	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES):	2.75	5.08	2.13	4.09	166.67	50.00	30.05	
Published Rate (Medi-Cal Providers Only):	3.08	5.42	2.25	4.67				
Unduplicated Clients (UDC):	52	52	52	52	6	40	100	Total UDC:

CBHS BUDGET DOCUMENTS

DPH 3: Salaries & Benefits Detail

Program Code: 38BRA3
 Program Name: ADULT FSP
 Document Date: 7/1/15

Appendix/Page #: B-2/Page#2

Position Title	TOTAL		FFP FSP ADULT FEE FOR SERVICES		MHPA FSP ADULT FEE FOR SERVICES		MHPA CLIENT HOUSING SUPPORT COST REIMBURSEMENT		MHPA CLIENT FLEXIBLE SUPPORT EXPENSE COST REIMBURSEMENT		MHPA VOCATIONAL PROG COST REIMBURSEMENT	
	Term: 7/1/15 to 6/30/16		Term: 7/1/15 to 6/30/16		Term: 7/1/15 to 6/30/16						Term: 7/1/15 to 6/30/16	
	FTE	Salaries	FTE	Salaries	FTE	Salaries					FTE	Salaries
Reception / Data Entry	0.03	\$ 1,207.00	0.01	\$ 461.00	0.02	\$ 746.00						\$ -
Clinical Director	0.03	\$ 2,233.00	0.01	\$ 852.00	0.02	\$ 1,381.00						\$ -
Executive Assistant	0.03	\$ 1,350.00	0.01	\$ 515.00	0.02	\$ 835.00						\$ -
Director of Training	0.03	\$ 2,854.00	0.01	\$ 1,089.00	0.02	\$ 1,765.00						\$ -
Executive Director	0.17	\$ 16,150.00	0.06	\$ 6,162.00	0.11	\$ 9,988.00						\$ -
Therapist FSP	1.00	\$ 55,064.00	0.38	\$ 21,008.00	0.62	\$ 34,056.00						\$ -
Housing and Entitlement	0.35	\$ 16,514.00	0.14	\$ 6,301.00	0.22	\$ 10,213.00						\$ -
LPT	0.03	\$ 1,463.00	0.01	\$ 558.00	0.02	\$ 905.00						\$ -
Nurse Practitioner	0.03	\$ 3,147.00	0.01	\$ 1,201.00	0.02	\$ 1,946.00						\$ -
Peer Counselor	1.00	\$ 42,068.00	0.00	\$ -	0.00	\$ -					1.00	\$ 42,068.00
Peer Counselor	0.50	\$ 20,481.00	0.00	\$ -	0.00	\$ -					0.50	\$ 20,481.00
Peer Counselor	1.00	\$ 42,009.00	0.00	\$ -	0.00	\$ -					1.00	\$ 42,009.00
Psychiatrist	0.03	\$ 5,883.00	0.01	\$ 2,245.00	0.02	\$ 3,638.00						\$ -
Nurse Practitioner	0.03	\$ 2,575.00	0.01	\$ 982.00	0.02	\$ 1,593.00						\$ -
Psychiatrist	0.03	\$ 5,732.00	0.01	\$ 2,187.00	0.02	\$ 3,545.00						\$ -
Therapist FSP	1.00	\$ 55,065.00	0.38	\$ 21,009.00	0.62	\$ 34,056.00						\$ -
Therapist FSP	1.00	\$ 54,820.00	0.38	\$ 20,915.00	0.62	\$ 33,905.00						\$ -
Therapist FSP	1.00	\$ 54,134.00	0.38	\$ 20,653.00	0.62	\$ 33,481.00						\$ -
Totals:	7.29	\$ 382,749.00	1.83	\$106,138	2.96	\$172,053					2.50	\$104,558

Employee Fringe Benefits:	30%	\$ 114,599	30%	31,779.00	30%	51,515.00				30%	31,305.00
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TOTAL SALARIES & BENEFITS

\$ 497,348

\$137,917

\$223,568

135,863

CBHS BUDGET DOCUMENTS

DPH 4: Operating Expenses Detail

Program Code: 38BRA3
 Program Name: ADULT FSP
 Document Date: 7/1/15

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Expenditure Category	TOTAL	FFP FSP ADULT FEE FOR SERVICES	FFP FSP ADULT FEE FOR SERVICES	MHSA CLIENT HOUSING SUPPORT COST REIMBURSEMENT	MHSA CLIENT FLEXIBLE SUPPORT EXPENSE COST REIMBURSEMENT	MHSA VOCATIONAL PROG COST REIMBURSEMENT
	Term: 07/01/15-08/30/16	Term: 07/01/15-08/30/16	Term: 07/01/15-06/30/16	Term: 07/01/15-06/30/16	Term: 07/01/15-08/30/16	Term: 07/01/14-08/30/15
Occupancy:						
Rent	\$ 105,203	40,138.00	65,065.00			
Utilities(telephone, electricity, water, gas)	\$ 23,832	9,016.00	14,616.00			
Building Repair/Maintenance	\$ 3,177	1,212.00	1,965.00			
Materials & Supplies:						
Office Supplies	\$ 2,509	957.00	1,552.00			
Photocopying	\$ -					
Printing	\$ 263	100.00	163.00			
Program Supplies	\$ 3,349	133.00	216.00	1,000.00	2,000.00	
Computer hardware/software	\$ 302	115.00	187.00			
General Operating:						
Training/Staff Development	\$ 1,867	712.00	1,155.00			
Insurance	\$ 10,382	3,961.00	6,421.00			
Professional License	\$ -					
Permits	\$ 412	157.00	255.00			
Equipment Lease & Maintenance	\$ 10,096	3,851.00	6,245.00			
Staff Travel:						
Local Travel	\$ 2,682	1,024.00	1,658.00			
Out-of-Town Travel	\$ -					
Field Expenses						
Consultant/Subcontractor:						
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
(add more Consultant lines as necessary)						
Other:						
Legal and Accounting	\$ -	-	-			
Payroll Processing	\$ -	-	-			
Bank Charges	\$ -	-	-			
	\$ -	-	-			
	\$ -	-	-			
	\$ -	-	-			
TOTAL OPERATING EXPENSE	\$ 163,874	\$61,376	\$99,498	\$1,000	\$2,000	\$0

**Appendix D
Additional Terms**

1. PROTECTED HEALTH INFORMATION AND BAA

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

The parties acknowledge that CONTRACTOR is one of the following:

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

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

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

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

The Business Associate Agreement is not required.

2. THIRD PARTY BENEFICIARIES

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



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

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



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

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

2. Obligations of Business Associate.

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



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

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



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



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

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

3. Termination.

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



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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

Attachments (links)

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



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2015

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

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

PRODUCER AED Insurance & Financial Services 3 Waters Park Drive Suite 100 San Mateo CA 94403	CONTACT NAME: Luisa Watkins PHONE (AC No. Ext): (650) 488-8565 FAX (AC No.): (650) 488-8566 E-MAIL ADDRESS: luiza@theabdteam.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A ARCH Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B Markel Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C United States Liability Ins.Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A ARCH Insurance Company		INSURER B Markel Insurance Co.		INSURER C United States Liability Ins.Co		INSURER D:		INSURER E:		INSURER F:
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INSURED Hyde Street Community Services USA, Inc., DBA: The 815 Hyde Street Suite 100,200,202 San Francisco CA 94102														

COVERAGES	CERTIFICATE NUMBER: 2015-16 Liab	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	NTPKG0131701	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	NTAUT0053101	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NTUMB0045101	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MNC0051903-03	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers		NDO1562995A	7/1/2015	7/1/2016	Aggregate 1,000,000	
A	Professional Liability		NTPKG0131701	7/1/2015	7/1/2016	Aggregate 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Crime Policy 105643482 07/01/14 07/01/17 \$750,000, \$5,000 Retention
 The City and County of San Francisco, its Officers, Agents and Employees are named Additional Insured on General Liability and Automobile Liability as per contract or agreement on file with the insured per the attached endorsement. This insurance is primary and non-contributory.

CERTIFICATE HOLDER City and County of San Francisco Department of Public Health Yim Ling 1380 Howard Street Room 419b San Francisco, CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE S Leveroni/ERICA <i>Erica Leveroni</i>
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ADDITIONAL COVERAGES

Ref #	Description Improper Sexual Conduct	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 3,000,000	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Professiona; Liability	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 3,000,000	Limit 3	Deductible Amount	Deductible Type Flat
Premium				
Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Policy # NTPKG0131701

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverage's, consult the policy contract wording.

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings Increased to \$1,000 each day
- C) Damage to Premises Rented to You – Fire, Lightning, Explosion, Smoke and Leaks from Fire Protective Sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised, videotaped, or internet-based publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events and Fund Raising Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion
- V) Employee Criminal Defense Coverage - \$25,000 limit

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this Coverage Part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."

B) SUPPLEMENTARY PAYMENTS

Coverage A. and B. provisions:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.