

Date: April 12, 2011

Item No. 2
File No. 11009

SUNSHINE ORDINANCE TASK FORCE
COMPLAINT COMMITTEE
AGENDA PACKET CONTENTS LIST*

- Jason Grant Garza v SF Community Clinic Consortium**
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Completed by: Chris Rustom

Date: April 7, 2011

***This list reflects the explanatory documents provided**

~ Late Agenda Items (documents received too late for distribution to the Task Force Members)

** The document this form replaces exceeds 25 pages and will therefore not be copied for the packet. The original document is in the file kept by the Administrator, and may be viewed in its entirety by the Task Force, or any member of the public upon request at City Hall, Room 244.



SUNSHINE ORDINANCE TASK FORCE
 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102
 Tel. (415) 554-7724; Fax (415) 554-7854
<http://www.sfgov.org/sunshine>

SUNSHINE ORDINANCE COMPLAINT

Complaint against which Department or Commission SF Community Clinic Consortium

Name of individual contacted at Department or Commission John Gressman

- Alleged violation public records access
- Alleged violation of public meeting. Date of meeting _____

Sunshine Ordinance Section _____
(If known, please cite specific provision(s) being violated)

Please describe alleged violation. Use additional paper if needed. Please attach any relevant documentation supporting your complaint.

Failure to provide requested documents.

Do you want a public hearing before the Sunshine Ordinance Task Force? yes no
 Do you also want a pre-hearing conference before the Complaint Committee? yes no

(Optional)¹ Name Jason Grant Garza Address _____

Telephone No. _____ E-Mail Address _____

Date _____ Signature _____

I request confidentiality of my personal information. yes no

¹ NOTICE: PERSONAL INFORMATION THAT YOU PROVIDE MAY BE SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT AND THE SUNSHINE ORDINANCE, EXCEPT WHEN CONFIDENTIALITY IS SPECIFICALLY REQUESTED. YOU MAY LIST YOUR BUSINESS/OFFICE ADDRESS, TELEPHONE NUMBER AND E-MAIL ADDRESS IN LIEU OF YOUR HOME ADDRESS OR OTHER PERSONAL CONTACT INFORMATION. Complainants can be anonymous as long as the complainant provides a reliable means of contact with the SOTF (Phone number, fax number, or e-mail address).



DENNIS J. HERRERA
City Attorney

JERRY THREET
Deputy City Attorney

Direct Dial: (415) 554-3914
Email: jerry.threet@sfgov.org

MEMORANDUM

TO: Sunshine Ordinance Task Force
FROM: Jerry Threet
Deputy City Attorney
DATE: April 6, 2011
RE: *Complaint 11009: Jason Grant Garza v. San Francisco Community Clinic Consortium (SFCCC)*

Background

Complainant Jason Grant Garza ("Complainant") alleges that the San Francisco Community Clinic Consortium (SFCCC) has failed to adequately respond to his February 25, 2011 Immediate Disclosure Request ("IDR") for the following:

"All documents, emails, correspondence, logs, notes of conversation, notes of phone calls regarding: (1) a copy of my SIGNED HIPPA release/authorization to ACCESS MY medical records from DPH; (2) the name, email address, phone number of SFCCC's ADA Coordinator ; (3) a copy of notification (suspected or actual breach) to DPH per MOU that regarding PHI, security, HIPPA, computerized records concerning my medical records, etc ; (4) the name and email address and phone number of said representative that per the attached MOU states: A representative of SFCCC shall be appointed to the DPH DATA GOVERNANCE COMMITTEE. This request includes all paperwork sent, received, emailed or any other form of transmittal to all involved. This request includes all paperwork sent, received, emailed or any other form of transmittal from all involved. This request also includes all internal documentation generated by this sunshine request matter also. (From inception to present date) ... for example any documentation, notes, logs, tapes, emails, etc from any individual to any other individual regarding any matter concerning this matter, its handling, deposition, etc.."

Complaint

On March 2, 2011, Complainant filed this complaint against SFCCC and its staff person, John Gressman, alleging violations of public records laws.

Discussion and Analysis of Jurisdiction

SFCCC is a charitable non-profit incorporated in California and consisting of private, member health clinics located in San Francisco. While the health clinics may receive grant funding from the City, SFCCC does not. SFCCC's annual report, federal tax return and audited financial statement suggests that the majority of its funding is received from state and federal grants, with the remainder mostly from private foundations. Given these facts, it appears that the Task Force has no jurisdiction over SFCCC. Even if it received City funding, SFCCC would be subject only to Administrative Code Section 12L, which requires that non-profits provide certain financial documents to members of the public who request them. This requirement would not apply to the public records request made by Mr. Garza to SFCCC.



San Francisco Community Clinic Consortium

1550 Bryant Street, Suite 450 • San Francisco, CA 94103 • Phone 415/355-2222 • Fax 415/865-9960 • www.sfccc.org

March 16, 2011

To: Complaint Committee of the Sunshine Ordinance Task Force ("SOTF"):

In response to your email dated March 10, 2011 attaching Sunshine Complaint # 11009 (Jason Grant Garza) ("Complaint"), San Francisco Community Clinic Consortium ("SFCCC") responds as follows:

SFCCC contests jurisdiction on the basis that SFCCC is a 501(c)(3) corporation, not a "policy body" defined by the Sunshine Ordinance as an agency, board or commission created by the City Charter, Ordinance or the SF Board of Supervisors. See City Administrative Code Section 67.3(d). As such, SFCCC is not subject to the Sunshine Ordinance and the SOTF has no jurisdiction over SFCCC for purposes of evaluating the public records request made by the Complainant.

Nor does the type of information requested qualify as "Public Information" under section 67.20(b) of the Sunshine Ordinance. "Public Information" is defined as "public records" under California Government Code section 6252. "Public records" include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

In addition, SFCCC is not a health care provider and does not maintain clinical information of the sort sought by the Complaint. Specifically, as noted above, SFCCC is a 501(c)(3) corporation which was organized to provide certain administration services in connection with its ten San Francisco member clinics. Such services include assisting in securing funding to increase access to care, maintaining a presence for the clinics in their communities, and serving as an intermediary between the clinics and state health care agencies. Given that these functions are unrelated to the delivery of health care services, SFCCC directed the Complainant to the provider of his health care, Haight Ashbury Free Clinic, Inc.

For all of the foregoing reasons, SFCCC respectfully requests that the Complaint be dismissed.

Respectfully submitted,

John Gressman, MSW, MA

President and CEO



"Medina, Nancy"
<NMedina@ReedSmith.com>

04/05/2011 02:19 PM

To <soft@sfgov.org>

cc "Rubenstein, Donald P." <DRubenstein@ReedSmith.com>

bcc

Subject Sunshine Complaint # 11009 - Garza v. SFCCC: Letter dated 4.5.11

<<Letter dated 4.5.11 (w_encls) to Chris Rustom from D. Rubenstein Re_ Sunshine Complaint # 11009 - G.PDF>>

Re: Sunshine Complaint # 11009 - Jason Grant Garza v. SF Community Clinic Consortium

Dear Mr. Rustom:

Attached please find Don Rubenstein's letter dated April 5, 2011 with enclosures regarding the above-referenced matter.

Regards,

Nancy Medina

Practice Assistant

nmedina@reedsmith.com

+1 415 659 5635

Reed Smith LLP

101 Second Street

Suite 1800

San Francisco, CA 94105-3659

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F: +1 415 391 8269

reedsmith.com

Please consider the environment before printing the contents of this email

This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

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Disclaimer Version RS.US.1.01.03



pdcl Letter dated 4.5.11 (w_encls) to Chris Rustom from D. Rubenstein Re_ Sunshine Complaint # 11009 - G.PDF

ReedSmith

Donald P. Rubenstein
Direct Phone: +1 415 659 5946
Email: drubenstein@reedsmith.com

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Suite 1800
San Francisco, CA 94105-3659
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Fax +1 415 391 8269
reedsmith.com

April 5, 2011

Via E-mail sotf@sfgov.org

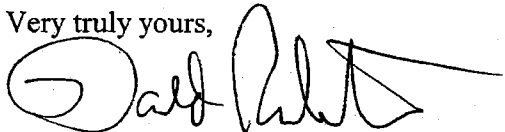
Mr. Chris Rustom
Sunshine Ordinance Task Force
1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, CA 94102-4689

Sunshine Complaint # 11009 Jason Grant Garza v. SF Community Clinic Consortium

Reed Smith LLP represents Respondent SF Community Clinic Consortium ("SFCCC") in the above referenced matter. Enclosed please find the following supporting documents to be considered by the Complaint Committee prior to the April 12, 2011, hearing regarding SFCCC's position that the Task Force lacks jurisdiction over it:

- Patient Information and Privacy Agreement between the San Francisco Department of Public Health, San Francisco Community Clinic Consortium, and Haight Ashbury Free Medical Clinic.
- Articles of Incorporation of the San Francisco Community Clinic Consortium
- Selected pages from the SFCCC website. We encourage the Complaint Committee to review the entire website, located at www.sfccc.org, to the extent necessary.

Very truly yours,



Donald P. Rubenstein

DPR:db

Enclosures

May 23, 2003

**PATIENT INFORMATION PRIVACY AGREEMENT
BETWEEN
THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH,
SAN FRANCISCO COMMUNITY CLINIC CONSORTIUM,
AND
HAIGHT ASHBURY FREE MEDICAL CLINIC**

This Agreement is entered into on this 23 day of July, 2003, by and between the City and County of San Francisco, through its Department of Public Health ("DPH"), San Francisco Community Clinic Consortium ("SFCCC"), and Haight Ashbury Free Medical Clinic ("Clinic") for the purpose of ensuring the privacy and security of Protected Health Information ("PHI").

WHEREAS, DPH is a county agency with the mission and legal mandate to provide healthcare services to the indigent and underserved residents of San Francisco; and

WHEREAS, Clinic is a public benefit corporation with the mission to provide healthcare services to a specific population, including the indigent and underserved residents of San Francisco; and

WHEREAS, DPH and Clinic both are safety net providers for the indigent and underserved residents of San Francisco; and

WHEREAS, many patients are treated both at DPH facilities and Clinic; and

WHEREAS, DPH and Clinic believe that the quality of patient care can be improved if providers at all sites where an individual patient receives services have access to information regarding the patient's healthcare history and other services that the patient has received; and

WHEREAS, the HIPPA Privacy Rule permits a covered entity, such as DPH and Clinic, to use and disclose PHI for its own treatment purposes and for the treatment activities of another health care provider, and

WHEREAS, DPH maintains PHI on a clinical computerized information system; and

WHEREAS, the SFCCC, of which Clinic is a member, has been awarded a grant from Health Resources and Services Administration for the purpose of developing an information technology network that can interface with the clinical computerized information system; and

WHEREAS, DPH has agreed to this interface if Clinic complies with DPH privacy and security standards; and

WHEREAS, DPH and Clinic acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that changes to policies and procedures may be required to ensure compliance with such developments;

NOW, THEREFORE, upon the mutual consideration contained herein, the parties agree as follows:


1. DPH shall maintain the license for the clinical computerized information system. DPH may change vendors, change software or discontinue its electronic record at any time. In such an event, DPH shall provide SFCCC and Clinic with as much notice as is reasonably possible, but no less than 30 days written notice of the change or discontinuation. Further, in such an event, DPH shall work collaboratively with SFCCC and Clinic to achieve a smooth transition.
2. DPH shall provide Clinic with access to data stored in the clinical computerized information system. Upon termination of this Agreement, DPH shall maintain patient records and provide Clinic access to such records for a period of time equal to Clinic's statutory obligation for maintaining such records.
3. DPH will provide technical assistance and consulting services for connecting Clinic equipment to the clinical computerized information system. SFCCC is responsible for the purchase and installation of all equipment used to access the clinical computerized information system in the Clinic and ongoing maintenance of this equipment.
4. Clinic will be fully responsible for staging its computers for purposes of executing access to the clinical computerized information system. For example, this may include such items as Windows OS, terminal emulation software, routers, wiring, and cabling.
5. Clinic providers may obtain access to the clinical computerized information system (CHN number and password) from the DPH Information Technology Department. Access numbers will be issued after providers have signed a Confidentiality Agreement, Exhibit C, which is attached hereto and incorporated herein by reference, in accordance with DPH criteria and which may be modified by DPH at any time. SFCCC will be the central contact for DPH and the Clinic for processing the form.
6. Clinic, SFCCC and DPH represent that there are in place policies and procedures that will adequately safeguard PHI. Upon request, Clinic will provide such policies and procedures, and subsequent amendments, to the DPH Privacy Officer. Clinic and DPH each specifically agrees on behalf of itself, its employees, subcontractors, and agents, to safeguard and protect the confidentiality of PHI consistent with the terms of this Agreement, DPH policy (as may be amended), and the Health Insurance Portability and Accountability Act of 1996 (HIPPA).
7. Clinic and DPH shall maintain its computers and network in a secure manner as approved by the DPH Security Officer. DPH and Clinic may examine each other's facilities, systems, procedures, and records as may be necessary, at a mutually agreed upon time, for each to be assured that the other party is in compliance with the terms of this Agreement, DPH policy (as may be amended), and HIPPA. All parties represent that they will comply with the effective HIPPA Security Standards.
8. Clinic will establish an auditing procedure for monitoring the appropriate accessing of the clinical computerized information system. This audit procedure shall be approved by the DPH Data Governance Committee. The results of these audits shall be provided to the DPH Privacy Officer.

9. Clinic and DPH will mutually notify each other in writing of any uses or disclosures of information that are inconsistent with this Agreement or with DPH policy one business day after the discovery of that misuse or wrongful disclosure.
10. Clinic and DPH will mutually notify each other within one business day of any suspected or actual breach of security or intrusion. Clinic and DPH shall take prompt corrective action to cure the deficiencies and such cure must be to the reasonable satisfaction of the DPH and Clinic Security Officer, respectively.
11. A representative of the SFCCC shall be appointed to the DPH Data Governance Committee.
12. Each patient presenting at Clinic will receive a HIPPA Notice of Privacy Practices, and Clinic will make a good faith effort to obtain a signed Acknowledgement of Receipt of this Notice, which are attached hereto as Exhibits A and B, which are incorporated herein by reference. Clinic may amend the sections that address the role of DPH only upon the written approval of the DPH Privacy Officer. Clinic will retain the signed Acknowledgement of Receipt in its patient record and shall provide a copy of the signed Acknowledgement of Receipt to the DPH Privacy Officer upon request.
13. In the event that a patient requests restrictions on the use and disclosure of PHI for treatment, payment and health care operations, and the provider agrees to such restrictions, Clinic staff will record that restriction in the clinical computerized information system. These restrictions must be reviewed and approved by the DPH Data Governance Committee, and no party will be bound by these restrictions until that review and approval has occurred.
14. Providers at Clinic may access their patients' PHI as necessary for the provision of care. Providers shall also document services provided at Clinic in the clinical computerized information system to the extent possible given the available technology at the time. Such documentation will be entered into the clinical computerized information system in a timely and accurate manner and in accordance with standard medical record practices.
15. Providers will only access PHI for patients who they are treating and who have signed the Acknowledgement of Receipt of HIPPA Notice of Privacy Practices.
16. The Clinic will establish and implement policies and procedures stating that materials printed from the clinical computerized information system will only be stored within a separately designated section of the Clinic's paper medical record. Information from the clinical computerized information system, which is part of the Clinic's medical record, may be released according to Clinic's established policies and procedures, other than responding to a subpoena. Subpoenas that demand information that is in the clinical computerized information system shall be referred to the designated DPH Custodian of Records.
17. Nothing in this Agreement is intended to confer or create any rights, remedies, obligations, or liabilities whatsoever to any third parties
18. The relationship between the parties is one of independent contractors.

19. This Agreement shall constitute the entire agreement of the parties with respect to its subject matter.
20. This Agreement may not be modified except by a written amendment properly approved and executed by all parties, excepting that DPH may amend or create new privacy and security policies which may apply to Clinic. In the event that DPH policies are amended or created, DPH shall provide Clinic with a reasonable period of time to review, comment, and comply with such policies.
21. This Agreement shall become effective as of the date stated above and shall continue in full force and effect until terminated by the provision of 30 days written notice by one party to the others.

IN WITNESS WHEREOF, this Agreement is hereby duly executed by the authorized representatives of the parties.

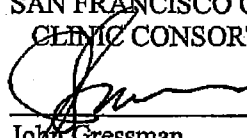
SAN FRANCISCO DEPARTMENT
OF PUBLIC HEALTH:



Mitch Katz, MD
Director
11/7/03

Date

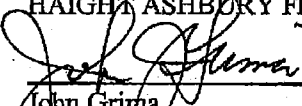
SAN FRANCISCO COMMUNITY
CLINIC CONSORTIUM:



John Gressman
President and CEO
7/23/03

Date

HAIGHT ASHBURY FREE MEDICAL CLINIC



John Grima
Program Director
July 23, 2003

Date

EXHIBITS

- A Clinic Notice of Privacy Practices**
- B Clinic Acknowledgement of Receipt of Privacy Practices**
- C LCR User Confidentiality Agreement**
- C-2 LCR User Enrollment Form**

Summary (CLINIC NAME) Notice of HIPAA Privacy Practices

This Notice describes how (CLINIC NAME & initials) may use and share medical information about you, and how you can get access to this information. Please review this Notice carefully.

Pledge: Employees of (CLINIC NAME), its affiliates and contract providers understand that information about you and your health is personal. They are committed to protecting your health information.

Who will follow the rules in this notice: (CLINIC) employees, its affiliates and contract providers, must follow these rules.

You have the right to: (please see possible restrictions page 2 in the attached full Notice)

- Ask to see, read and/or obtain a copy of your health record (charges may be necessary).
- Ask to correct information that you believe is wrong in your health record.
- Ask that your health information not be shared with certain individuals.
- Ask that your health information not be used for certain purposes; for example, research.
- Ask (CLINIC) to send copies of your health record to whomever you wish (charges may be necessary).
- Be informed about who has read your record (for reasons other than treatment, payment and program improvement purposes).
- Specify where and how (CLINIC) employees may contact you.
- Receive a paper copy of the attached (CLINIC) Notice of Privacy Practices.

(CLINIC) may use and disclose your health information for the purposes of treatment, payment and health care operations.

- To improve the quality of care you receive, health information may be shared by providers, both within (CLINIC) for our own treatment purposes, and to inform the treatment that you receive from another health care provider. This sharing may include health information regarding mental health, substance abuse, HIV/AIDS, sexually transmitted diseases (STD), and developmental disabilities.
- Health information may be shared to obtain payment for services that are provided to you, to assist you to pay for your care, or to obtain prior approval for treatment.
- Health information may be shared for health center operations, such as to run our facilities, make sure that all health center patients receive quality care, improve health care delivery, and for learning purposes.
- There are circumstances when health information about you will not be shared unless you first give your permission for it to be shared; such as when you receive services for mental health, substance abuse, or STD, or for some research purposes.
- See the attached "Notice of Privacy Practices" for more information. If you have concerns about how your health information might be (or has been) shared, please speak with your provider or call the Privacy Officer directly at 415-_____.

If you believe your privacy rights have NOT been maintained while receiving (Clinic) services, you may file a complaint with the (CLINIC) or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with (CLINIC), send the complaint to the Privacy Officer at (CLINIC ADDRESS), San Francisco, CA (zip), or call 415-_____. To file a complaint with the Secretary, the address is U.S. Dept. of Health and Human Services, Office of Civil Rights, Attn: Regional Manager, 50 United Nations Plaza, Rm. 322, San Francisco, CA 94102. You will not be penalized in any way for filing a complaint.

I acknowledge receipt of the (CLINIC) "Notice of Privacy Practices." I understand that my signature does not authorize disclosure, but only acknowledges that I have received a copy of the Notice attached.

Signature: _____ Date: _____

Printed Name: _____ Relation (if other than patient): _____

Patient/client declined to sign receipt (staff signature): _____

Patient/client unable to sign (witness signature): _____

Reason unable: _____ Interpreter: _____

EXHIBIT B

(Clinic Name)
NOTICE OF HIPAA PRIVACY PRACTICES

THIS NOTICE EXPLAINS HOW (Clinic Name) MAY USE AND SHARE MEDICAL INFORMATION ABOUT YOU AND HOW YOU CAN GET THIS INFORMATION. PLEASE LOOK IT OVER CAREFULLY.

If you have any questions about this Notice, please contact the Privacy Officer at (415) _____

This Notice of HIPAA Privacy Practices is provided to you as a requirement of the Health Insurance Portability and Accountability Act (HIPAA). It describes how we may use or disclose your protected health information, with whom that information may be shared, and the safeguards we have in place to protect it. This notice also describes your rights to access and amend your protected health information. You have the right to approve or refuse the release of specific information outside of our clinic system, except when the release is required or authorized by law or regulation.

ACKNOWLEDGEMENT OF RECEIPT OF THIS NOTICE. You will be asked to provide a signed acknowledgement of receipt of this notice. Our intent is to make you aware of the possible uses and disclosures of protected health information and your privacy rights. The delivery of your health care services will in no way be conditioned upon your signed acknowledgement. If you decline to provide a signed acknowledgement, we will continue to provide your treatment, and will use and disclose your protected health information for treatment, payment, and health care operations when necessary.

WHO WILL FOLLOW THIS NOTICE.

The (CLINIC NAME) and the following people within it follow the rules presented in this Notice:

- ◆ Any health care professional authorized to enter information into your medical record.
- ◆ All departments and units of this health center, its affiliates and contract providers that can read, use, or give out patients' personal health information.
- ◆ Members of volunteer groups who help you while you are receiving care from our health center.
- ◆ All employees, staff, and other health center personnel.

NOTICE OF HIPAA PRIVACY PRACTICES

- ◆ Persons going to school to be a health worker and their teachers who help give your health care in our health center, for example medical residents, medical students, nursing students, fellows, or graduate students.

(CLINIC NAME) PLEDGE ABOUT HEALTH INFORMATION:

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of the care and services you receive at the health center. We need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by our health center, whether made by the health center personnel or your personal doctor.

Our health center records and stores patient information in many places, both on paper and in computers. Health care workers and doctors share this information with one another in order to care for your health.

This Notice tells you about the ways that we may use and share health information about you. It also tells you about your rights and certain rules our Health Center has about how information is used and shared.

The law requires (CLINIC NAME) to:

- ◆ keep a record of the care it provides you;
- ◆ make sure that health information that could be used to identify you is kept private;
- ◆ give you this Notice of legal duties and privacy practices; and
- ◆ follow the Notice that is currently in effect.

YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU.

In general, you have the following rights regarding health information kept by our health center about you:

- ◆ **Right to Ask to Inspect and Copy.** You have the right to ask to see, read and obtain a copy of health information used to make decisions about your care. Usually, this includes medical and billing records, but may not include some mental health information. If you want to look at and obtain a copy of health information used to make decisions about your care, you must take or send your request in writing to the (Clinic Name) medical records office. If you ask for a copy of the information, we may ask you to pay for copying, mailing or getting other supplies needed to respond to your request. We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed. Another licensed health care professional chosen by the health center will

NOTICE OF HIPAA PRIVACY PRACTICES

review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

- ◆ **Right to Make Corrections.** If you believe that health information stored by this health center about you is not correct or not complete, you have the right to ask us to change the information. You have the right to ask us to change your health information for as long as the information is kept. To ask for a change, send your request in writing to the (Clinic Name) medical records office. In addition, you must explain why you want your health information changed. We may turn down your request if it is not in writing or does not explain why you want the information changed. In addition, we may turn down your request if you ask to change information that:
 - ◆ Was not created by this health center, unless the person who recorded the information is no longer available to make the change;
 - ◆ Is not part of the health information kept by or for this health center;
 - ◆ Is not part of the information that you would be allowed to look at and copy; or
 - ◆ Is found to be correct and complete.
- ◆ **Right to an Accounting of Disclosures.** You have the right to be informed with whom this health center has shared your health information. This right exists only for disclosures made after April 14, 2003. You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of medical information about you other than our own uses for treatment, payment and health care operations, and disclosures you have authorized. To ask for this list, or "accounting of disclosures," you must send your request in writing to this clinic's medical records office. Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. The first list you ask for within a 12-month period will be free. This health center may ask you to pay for additional lists. The costs will be explained to you, and you may choose to cancel or change your request at any time before the request is processed.
- ◆ **Right to Request Restrictions.** You have the right to ask this health center not to share your health information with certain individuals or for certain purposes. You also have the right to ask us not to share your health information with people, like a family member or friend, who may be involved in caring for you or paying for your care. For example, you could ask us not to use or share information about a surgery you had. **(CLINIC NAME) does not have to agree to your request.** If we do agree, this health center will not share information about you unless the information is needed to give you emergency treatment. To ask for restrictions, you must send your request in writing to the medical records office. In your request, you must explain (1) what information you want to limit; (2) whether you want to limit our use, sharing or both; and (3) to whom you want the limits to apply. For example, you may not want health information about you shared with your family.
- ◆ **Right to Request Confidential Communications.** You have the right to specify where and how our health center employees may contact you. For example, you can ask our staff to contact you only at work or by mail. Let us know in writing, by sending or delivering your request to this

NOTICE OF HIPAA PRIVACY PRACTICES

clinic's Privacy Officer, at (INSERT CLINIC NAME AND ADDRESS). Your request must tell how or where you wish to be contacted. You do not need to give a reason for your request. All reasonable requests will be approved.

- ◆ **Right to a Paper Copy of This Notice.** You have the right to receive a paper copy of this Notice. You may ask for a copy of this Notice at any time. Even if you have agreed to receive this notice by email or have read it on a web site, you still have the right to a paper copy of this Notice. To obtain a paper copy of this notice, you may request in person or write to the Privacy Officer at (INSERT CLINIC NAME & ADDRESS). You may get a copy of this notice at our web site, <http://www.>

HOW (CLINIC NAME) MAY USE AND SHARE HEALTH INFORMATION ABOUT YOU.

We want you to know of the different ways our health center uses and shares health information. We cannot describe every way it uses or shares health information in this Notice. However, most of the ways fit into one of the descriptions provided below. It is important for you to know that in California there are kinds of specially protected health care information that have to be kept and handled in special ways. Included in these protected kinds of information are mental health treatment, developmental disabilities treatment, drug/alcohol abuse treatment, sexually transmitted disease (STD), and HIV/AIDS treatment information. Information about treatment of minors over age 12 consenting for services for reproductive health, mental health, substance abuse, pregnancy, reportable diseases, rape or sexual assault are also protected. In all cases, our health workers and doctors will use the minimum amount of information necessary to give your care, obtain payment for your care, or operate our health care facilities. This health center regularly reviews the uses and disclosures that its staff makes from these records to be sure they are appropriate.

For Treatment. To improve the quality of care you receive, health information may be shared by providers within the health center and with its contract providers – including health information regarding mental health, developmental disabilities, substance abuse, sexually transmitted diseases (STD), and HIV/AIDS. For example, a doctor treating you for a broken leg may need to know if you have diabetes, because diabetes may slow the healing process. In addition, the doctor may need to tell the dietitian if you have diabetes to arrange for special meals. Different departments of the health center may share information about you to provide things you need, such as medications, lab tests or x-rays. If you are also receiving care from another provider, or if your care requires that you be referred to a doctor or facility outside the health center, health information about you may be shared to provide you with quality treatment and plan your continuing care. The sharing of this information may include use of clinical computerized information systems, for example, the system that is used by San Francisco General Hospital and San Francisco Department of Public Health. Our health workers are committed, however, to only using and disclosing the minimum amount of information needed for your care.

For Payment. Health information about you may be used and shared so that the treatment and services you get at the health center may be billed to and payment collected from you, an insurance company or a third party claim recovery service. Information may be shared with an eligibility service so that it may look for programs to help patients pay for their care. It may also be necessary to tell your health plan about a treatment you need in order to get prior approval or to determine whether your plan will cover the treatment.

NOTICE OF HIPAA PRIVACY PRACTICES

For Health Care Operations. Health information about you may be used and shared for health center operations. We may need to use and share this information to run our facilities and make sure that all health center patients receive quality care. For example, we may use your health information to review treatment and services and to check on the care you receive from our health workers. Health information about many health center patients may be combined to decide what additional services we should offer, what services are needed, and whether certain new processes are effective. Collections of information about many health center patients may be compared with information from other health care settings to see whether our care and services can be improved. Information that identifies you may be removed from health information to study health care and health care delivery. Information also may be shared with health center doctors, nurses, technicians, and other health center staff for review and learning purposes.

Appointment Reminders. Our health center may use information it has about you to remind you about an upcoming appointment. Remember, however, that you always have the right to ask us to contact you in other ways if you don't want to receive the appointment reminder in the mail.

Individuals Involved in Your Care or Payment for Your Care. Health information about you may be shared with a friend or family member who you have said is involved in and/or responsible for your medical care and who needs to know the information to help you. Information may also be given to someone who you have said will help pay for your care. Mental health clients will be asked to formally approve these types of sharing. In addition, health information about you may be shared with an organization helping in a disaster relief effort so that your family can be told about your condition, status and location.

Treatment Alternatives. We may use and disclose medical information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.

Health-Related Benefits and Services. We may use and disclose medical information to tell you about health-related benefits or services that may be of interest to you.

Fundraising Activities. We may use medical information about you to contact you in an effort to raise money for the health center and its operation. We may disclose medical information to a foundation related to the health center so that the foundation may contact you in raising money for the health center. We would only release contact information, such as your name, address and phone number and the dates you received treatment or services at the health center. If you do not want the health center to contact you for fundraising efforts, you must notify the privacy officer in writing.

Research. Under certain circumstances, we may use and disclose medical information about you for research purposes. For example, a research project may involve comparing the health and recovery of all patients who received one medication to those who received another, for the same

NOTICE OF HIPAA PRIVACY PRACTICES

condition. Where feasible, research information will not include information that could identify you as an individual. If research projects can identify you, those projects are subject to a special approval process. This process evaluates a proposed research project and its use of medical information, trying to balance the research needs with patients' need for privacy of their medical information. Before we use or disclose medical information for research, the project will have been approved through this research approval process.

As Required By Law. Health information about you may be shared when required by federal, state or local law.

To Avert a Serious Threat to Health or Safety. Health information about you may be used and shared to law enforcement officials, mobile crisis team, or to an intended victim when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

SPECIAL SITUATIONS: Information may be shared without your permission in the following situations if they apply to you.

- ◆ **Organ and Tissue Donation.** If you want to donate an organ, health information may be given to organizations that handle organ donation or organ, eye or tissue transplantation or to an organ donation bank, as needed to help with organ or tissue donation and transplantation.
- ◆ **Military and Veterans.** If you are a member of the armed forces, health information about you may be shared as required by military command authorities.
- ◆ **Workers' Compensation.** Health information about you may be given for workers' compensation claims processing or similar programs. These programs provide benefits for work-related injuries or illness.
- ◆ **Public Health Risks.** State and Federal law may require the health center share your health information for public health activities. These activities generally include the following:
 - ◆ to prevent or control disease, injury or disability;
 - ◆ to report births and deaths;
 - ◆ to report reactions to medications or problems with health care products;
 - ◆ to notify people about recalls of products they may be using;
 - ◆ to notify a person who may be catching or spreading a disease or condition;
 - ◆ to notify an authority if it is believed a patient has been the victim of abuse, neglect or domestic violence as required by law.

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- ◆ **Health Oversight Activities.** The law may require the health center to share your health information with an agency that reviews our health care activities. Review activities include, for example, audits, investigations, inspections, and licensing. These activities are necessary for the government to monitor the health care system, programs paid for by taxpayers, and our adherence to civil rights laws.
- ◆ **Lawsuits and Disputes.** If you are involved in a lawsuit or a dispute, health information about you may be shared in response to a court or administrative order. Health information about you may also be shared in response to a subpoena, discovery request, or other lawful process by others involved in the dispute, but only if their attorneys have tried to tell you about the order so that you have an opportunity to object within the timelines established by law.
- ◆ **Law Enforcement.** Health information may be shared with a law enforcement official:
 - ◆ In response to a court order, subpoena, warrant, summons or similar process;
 - ◆ About a death believed to have been the result of criminal conduct;
 - ◆ About criminal conduct at the health center; and
 - ◆ In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of a person who committed a crime.
- ◆ **Coroners and Medical Examiners.** The law may require this health center to share your health information with a coroner or medical examiner. This may be necessary, for example, to identify a dead person or determine the cause of death.
- ◆ **Court-appointed Conservators & Guardians.** Without asking you, this health center may share your health information with individuals appointed by a court of law to look after your physical and/or mental health and financial well being.
- ◆ **National Security and Intelligence Activities.** Without asking you, this health center may share your health information with authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.
- ◆ **Protective Services for the President and Others.** This health center may share health information about you with authorized federal officials so they may provide protection to the President or foreign heads of state. We may share health information with other authorized persons to conduct special investigations.
- ◆ **Inmates.** If you are an inmate of a jail or prison or under the custody of a law enforcement official, this health center may share your health information with the jail/prison staff or its correctional officers. We would have to share this information (1) for the jail/prison to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the jail/prison staff.

NOTICE OF HIPAA PRIVACY PRACTICES

Other Uses of Medical Information:

Other uses and disclosures of medical information not covered by this notice or otherwise permitted by the laws that apply to us will be made only with your written authorization. If you provide us authorization to use or disclose medical information about you, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your authorization, and that we are required to retain our records of the care that we provided to you.

IF YOU BELIEVE YOUR PRIVACY RIGHTS HAVE NOT BEEN MAINTAINED while receiving our services, you may file a complaint with this health center or with the U.S. Secretary of the Department of Health and Human Services. All complaints must be sent in writing. To file a complaint with the health center, contact the privacy officer at (phone number) located at (insert Clinic name & address). To file a complaint with the Secretary, the address is U.S. Dept. of Health and Human Services, Office of Civil Rights, Attn: Regional Manager, 50 United Nations Plaza, Rm. 322, San Francisco, CA 94102.

You will not be penalized in any way for filing a complaint.

CHANGES TO THIS NOTICE

(CLINIC NAME) reserves the right to change this Notice and to make the revised or changed Notice effective for health information already recorded about you as well as any information recorded in the future. A copy of the current Notice will be posted in the health center. The notice will have the effective date on the first page, in the top right-hand corner.

**CONFIDENTIALITY AGREEMENT
USE OF DPH RECORDS AND INFORMATION SYSTEMS
(revised for SFCCC 8/28/02)**

Individuals with access to the records and information systems (Internet, e-mail, telephone, pager, fax machines, etc.) of the San Francisco Department of Public Health have a legal and an ethical responsibility to protect the confidentiality of medical, financial, and personnel information, and to use that information and those systems only in the performance of their jobs. The following rules apply to information that you receive or send from any source, including computer, paper, telephone, facsimile.

Confidential information may not be accessed, discussed, or divulged in any form except as required in the performance of your duties. Sharing confidential medical information is allowed within DPH and the LCR project, among medical professionals in order to provide medical care to a patient.

Be aware that most DPH information systems maintain records of what is viewed and/or sent by whom. **You may be required to justify why you viewed or released specific information.**

You may be given a user ID and a password to enable you to view computerized information. **Under no circumstance may you disclose your password.** If you suspect someone else has knowledge of your password, you must immediately notify SFCCC.

If you, inadvertently or intentionally, misuse or improperly disclose your user ID or password, misuse or improperly disclose confidential information, or install personal or unlicensed software or data into the LCR System, you may lose access to the computer system, be subject to disciplinary action by your employer, be reported to the appropriate licensing board, and/or be subject to civil or criminal liability.

I understand that I have no privacy right to the information that I access or send via the LCR System. I acknowledge that my use of the LCR System may be monitored.

PRINT NAME

CLINIC

SIGNATURE

SSN

CLINIC EXECUTIVE DIRECTOR
SIGNATURE

DATE



CONSORTIUM CLINICS INVISION/LCR USER ID REQUEST FORM

(If you need your Password Reset, Call 206-5035)

Please complete all information requested. Include a signed copy of the "Confidentiality Statement".

Last Name	First Name	MI
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Clinic: (check one)

- HAFMC LMWHS MNHC NAHC NEMS NOMSS SAFMC
 SFFC SOMHC SFCCC Other (specify) _____

Title: _____

Work Phone #: _____ Pager #: _____ Fax #: _____

E-Mail Address: _____

Providers MUST COMPLETE the following:

Need CHN # Have CHN # List CHN#: | | | | | | | |

CA Provider Lic #: _____ DEA#: _____ UPIN: _____

Specialty: _____ Primary Care Provider? Yes No

Change Notice:

Delete Invision/LCR User ID Specify ID to Delete: _____

TO BE COMPLETED BY IMMEDIATE SUPERVISOR:

I certify that the above individual has legitimate need for an Invision/LCR User ID when acting within the scope of their assigned duties.

Print Name: _____ Date: _____

Title: _____ Clinic: _____ Work Ph #: _____

E-Mail: _____ Signature: _____

Fax or send authorized request with signed "Confidentiality Statement" to:
 SFCCC, 1388 Sutter Street, Suite 607
 Fax: 415-775-6170

Approved SFCCC Administration: _____ Date: _____

1139590

ARTICLES OF INCORPORATION

OF

SAN FRANCISCO COMMUNITY CLINIC CONSORTIUM

**ENDORSED
FILED**

In the office of the Secretary of State
of the State of California

APR 18 1983

MARCH FONG EU, Secretary of State

Leslie Glenn
Deputy

I

The name of this corporation is the San Francisco Community Clinic Consortium.

II

A. This corporation is a non-profit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to promote the provision of total health care for everyone on an equal basis in the City and County of San Francisco by working for the common good of non-profit community-based health clinics.

III

The name and address in the State of California of this corporation's initial agent for service of process is Paul Johnston, 56 Julian St., San Francisco, Ca., 94103.

IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof, or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a non-profit corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under section 501(c)(3) of the Internal Revenue Code.

Dated: February 10, 1983

George Dykstra

George Dykstra

Linda Maria Yu

Linda Maria Yu

Kate Lambert

Kate Lambert

(Signatures of Incorporators)

(Typed Names of Incorporators)

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

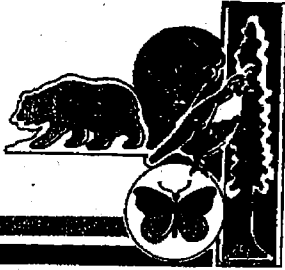
George Dykstra

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Linda Maria Yu

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Kate Lambert



State
of
California

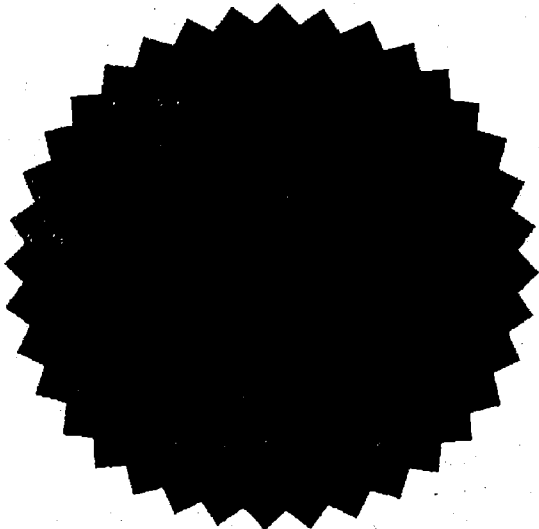
OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

APR 21 1983



March Fong Eu

Secretary of State



March Fong Eu
Secretary of State

1230 J Street
Sacramento, California 95814

CORPORATE DIVISION	
Legal Review	(916) 445-0620
Certification	(916) 445-1430
Status	(916) 445-2900
Microfilm Records	(916) 445-1768
Name Availability	(916) 322-2387
Trademarks	(916) 445-9872
Statement of Officers	(916) 445-2020

February 23, 1983

San Francisco Community Clinic
Consortium
56 Julian Avenue
San Francisco, CA 94103

Attn: Paul Johnston

RE: SAN FRANCISCO COMMUNITY
CLINIC CONSORTIUM

- (X) The proposed Articles of Incorporation or Statement and Designation, have been approved for filing. The documents and fees, if submitted, have been placed in a pending file for a period of 60 days. The application for exemption from tax, together with the attachments thereto, have been sent to the Franchise Tax Board so that they may act on the granting of the required letter of exemption.
- () The proposed Articles of Incorporation or Statement and Designation, have been approved by our office and a copy sent to the Franchise Tax Board. The document and fees, if submitted, have been placed in a pending file for a period of 60 days awaiting the granting of the required exemption letter.
- () The required Secretary of State filing fee for this document is \$20.00. Please remit the BALANCE DUE of _____.
- ()

Sections 23153 and 23221 of the Revenue and Taxation Code, prohibit the filing of Articles of Incorporation or Statement and Designation, until the exemption from the prepayment of franchise tax has been granted, or the minimum franchise tax of \$200.00 is prepaid.

The Franchise Tax Board will send a letter granting exemption from franchise tax, an inquiry requesting additional information, or rejection of the application to the address indicated on the application. If exemption is granted, a copy of the letter will be sent to our office for use in filing the pending Articles of Incorporation.

ALL INQUIRIES REGARDING THE ISSUANCE OF THE TAX EXEMPTION MUST BE DIRECTED TO THE FRANCHISE TAX BOARD, EXEMPT SECTION, SACRAMENTO, CA 95857 - (916) 355-0392.

Very truly yours,

CORPORATION SERVICE CENTER

ra





SAN FRANCISCO COMMUNITY CLINIC CONSORTIUM

Promoting and
Preserving
Community-Based
Health Care

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- Veterinary Street Outreach Services
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- Volunteer Opportunities
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Today is Tuesday, April 5, 2011

About SFCCC

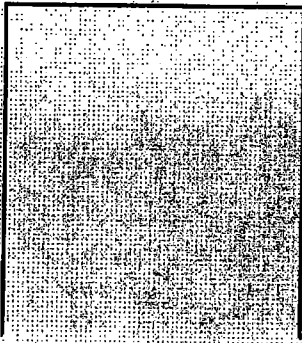
[Board of Directors](#) | [Leadership Team](#) | [SFCCC Staff](#) | [Vision, Mission, Values](#)

The community-based, non-profit partner clinics of the San Francisco Community Clinic Consortium (SFCCC) are cornerstones in San Francisco's health care delivery system. From 1956 to 1992, these clinics were created in under-served neighborhoods to ensure that people who are at greatest risk for poor health outcomes – due to such things as lack of insurance, low-income or homelessness – did not continue to fall between the cracks in our health care system.

In 1982, these clinics – recognizing their shared values and concerns – came together to form SFCCC, a 501(c)3 non-profit organization. With SFCCC an organization was created that would allow these clinics to pool their collective resources – both financial and experiential – and would also serve as a vehicle to address their needs and interests, and those of their patients, to local, state and national policy makers.

SFCCC works to lead and support the partnership in three core areas, each with distinct programs: [Program Design & Management](#); [Partnership Services](#); and [Partnership Promotion](#). While SFCCC partner clinics focus on patient care, promoting individual health to preserve the well-being of the communities they serve; SFCCC promotes the health of our clinics – keeping them poised to adapt to a changing health care environment – so that their long-standing tradition of community care is persevered.

The SFCCC partnership (SFCCC with it's partner clinics) provides primary care services to nearly 65,000 San Franciscans each year – almost 10% of the City's total population – and brings into the City and County of San Francisco more than \$33M in health care revenue annually. Together we work toward a future vision in which all people have access to quality, community-based health care provided in a culturally, linguistically and population-sensitive manner. (To view SFCCC's Diversity & Affirmative Action Policy [click here](#)).



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Search our site for detailed information.
For more information, call (415) 355-2222 or email
webmaster@sfccc.org

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SAN FRANCISCO COMMUNITY CLINIC CONSORTIUM

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Program Design & Management

Since the 1980s, SFCCC has created and initiated programs – ranging from childhood immunization to substance abuse – that expand the capacity of our clinics to provide patient care. In the area of **Program Design & Management**, SFCCC partner clinics, designated San Francisco Department of Public Health (SFDPH) clinics, and other community-based agencies, sub-contract with SFCCC to provide direct patient care. SFCCC provides centralized program design and management, data collection and reporting, program evaluation, and technical assistance and training through Health Care for the Homeless, Street Outreach Services, HIV Services, and Mental Health Services.

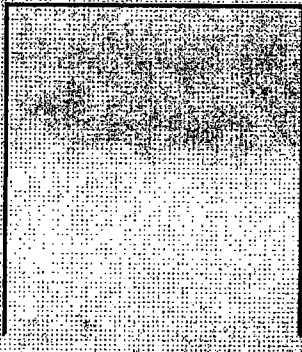
Partnership Services

In the area of **Partnership Services**, SFCCC works to weave a strong clinic network by initiating programs that reduce the overhead costs and maximize the resources of our partner clinics. The programs in this area strengthen the partnership as a whole, so that our clinics may continue to thrive in a competitive health care marketplace. These programs include the San Francisco Community HealthCorps and Cooperative Solutions.

Partnership Promotion

In the area of **Partnership Promotion**, SFCCC takes a leadership role – as facilitators, negotiators, and representatives – with its work in Health Policy & Planning and Development & Community Outreach. It is through these two programs that SFCCC has established its broad base of constituents, and where we are best positioned to promote the value of our partner clinics as a vital part of San Francisco's health care delivery system.

Central to SFCCC's work in this area is the communication of issues that impact our partners and their patients. Both programs share a common goal to encourage decisions that expand access to care for the uninsured, as well as those that support the maintenance and/or increase of public funding levels to community clinics. With public funding to community clinics continually being threatened by government reforms and/or deficit, both programs endeavor to reach out to the broadest possible community to heighten the awareness of the SFCCC partnership.





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webmaster@sfccc.org

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