

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

Amendment One

THIS AMENDMENT (this "Amendment") is made as of July 1, 2019 in San Francisco, California, by and between Homeless Children's Network ("Contractor") and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, the Department of Public Health ("Department") wishes to provide mental health treatment services; and,

WHEREAS, a Request for Proposal RFP-21-2018 was issued on June 29, 2018 and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 46987-16/17 on June 19, 2017;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term "Agreement" shall mean the Agreement dated January 1, 2019, Contract Numbers 1000013667, 0000321665 and 0000381484 and this First Amendment.

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

2.1 Article 3, Financial Matters, Section 3.3.1 of the Agreement currently reads as follows:

ARTICLE 3 FINANCIAL MATTERS

3.3 Compensation

3.3.1 Payment

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Two Million Two Hundred Forty Thousand Dollars (\$2,240,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

ARTICLE 3 FINANCIAL MATTERS

3.3 Compensation

3.3.1 Payment

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Six Million Four Hundred Eight Thousand Dollars (\$6,408,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.2 Article 3, Financial Matters, Section 3.4 of the Agreement currently reads as follows:

ARTICLE 3 FINANCIAL MATTERS

3.4 Audit and Inspection of Records.

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

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

ARTICLE 3 FINANCIAL MATTERS

3.4 Audit and Inspection of Records.

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

2.3 Article 4, Services and Resources, Section 4.5 of the Agreement currently reads as follows:

ARTICLE 4 SERVICES AND RESOURCES

4.5 Assignment

The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

ARTICLE 4 SERVICES AND RESOURCES

4.5 Assignment

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

2.4 Article 7, Payment of Taxes, Section 7.3 is added to the agreements and reads as follows:

ARTICLE 7 PAYMENT OF TAXES

7.3 Withholding

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

2.5 Article 8, Termination and Default, Section 8.2 of the agreement currently reads as follows:

ARTICLE 8 TERMINATION AND DEFAULT

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Reserved. Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

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

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

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

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

ARTICLE 8 TERMINATION AND DEFAULT

8.2 Termination for Default; Remedies.

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

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

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

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time

in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

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

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

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

2.6 Article 8, Termination and Default, Section 8.4 of the agreement currently reads as follows:

ARTICLE 8 TERMINATION AND DEFAULT

8.4 Rights and Duties Upon Termination or Expiration

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

ARTICLE 8 TERMINATION AND DEFAULT

8.4 Rights and Duties upon Termination or Expiration.

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

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

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

2.7 Article 10, Additional Requirements Incorporated by Reference, Section 10.7 of the Agreement currently reads as follows:

ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

10.7 Minimum Compensation Ordinance.

Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

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

ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

10.7 Minimum Compensation Ordinance.

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

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

2.8 Article 10, Additional Requirements Incorporated by Reference, Section 10.8 of the Agreement currently reads as follows:

ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

10.8 Health Care Accountability Ordinance.

Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

10.8 Health Care Accountability Ordinance.

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

2.9 Article 10, Additional Requirements Incorporated by Reference, Section 10.11 of the Agreement currently reads as follows:

ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

10.11 Limitations on Contributions.

By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

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

ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

10.11 Limitations on Contributions

By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the

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

2.10 Article 10, Additional Requirements Incorporated by Reference, Section 10.17 of the Agreement currently reads as follows:

ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

10.17 Reserved. (Sugar-Sweetened Beverage Prohibition).

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

ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

10.17 Distribution of Beverages and Water.

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

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

2.11 Article 10, Additional Requirements Incorporated by Reference, Section 10.20 is added to the Agreement and reads as follows:

ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

10.20 Consideration of Salary History

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

2.12 Article 11, General Provisions, Section 11.1 of the Agreement currently reads as follows:

ARTICLE 11 GENERAL PROVISIONS

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

To CITY: Office of Contract Management and Compliance
Department of Public Health
101 Grove Street, Room 307
San Francisco, California 94102 FAX: (415) 252-3088
e-mail: David.Folmar@sfdph.org

And: ANDREW WILLIAMS
CONTRACT DEVELOPMENT AND TECHNICAL
ASSISTANCE (CDTA)
1380 HOWARD STREET, 5TH FLOOR
SAN FRANCISCO, CA 94103 FAX: (415) 252-3031
e-mail: andrew.williams@sfdph.org

To CONTRACTOR: HOMELESS CHILDREN'S CENTER
3450 THIRD STREET, UNIT 1-C
SAN FRANCISCO, CA 94124 FAX: (415) 437-3990
e-mail: april@hcnkids.org

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

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

ARTICLE 11 GENERAL PROVISIONS

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

To CITY: Office of Contract Management and Compliance
Department of Public Health
101 Grove Street, Room 307
San Francisco, California 94102 FAX: (415) 252-3088
e-mail: David.Folmar@sfdph.org

And: ANTHONY BUCKMAN
CONTRACT DEVELOPMENT AND TECHNICAL
ASSISTANCE (CDTA)
1380 HOWARD STREET, 5TH FLOOR
SAN FRANCISCO, CA 94103 FAX: (415) 252-3031
e-mail: anthony.buckman@sfdph.org

To CONTRACTOR: HOMELESS CHILDREN'S CENTER
3450 THIRD STREET, UNIT 1-C
SAN FRANCISCO, CA 94124 FAX: (415) 437-3990
e-mail: april@hcnkids.org

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

2.13 Article 11, General Provisions, Section 11.13 of the Agreement currently reads as follows:

ARTICLE 11 GENERAL PROVISIONS

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, any RFPs, and any Contractor's proposals. RFPs and Contractor's proposals are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

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

ARTICLE 11 GENERAL PROVISIONS

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement and implementing task orders. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the Contractor's printed terms.

2.14 Article 11, General Provisions, Section 11.14 is added to the Agreement and reads as follows:

ARTICLE 11 GENERAL PROVISIONS

11.14 Notification of Legal Requests.

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

2.15 Article 13, Data and Security, Section 13.5 is added to the Agreement and reads as follows:

ARTICLE 13 DATA AND SECURITY

13.5 Management of City Data and Confidential Information

13.5.1 Access to City Data.

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

13.5.2 Use of City Data and Confidential Information.

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

13.5.3 Disposition of Confidential Information.

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

2.16 Appendix A and A-1 dated 07/01/19 (i.e. July 1, 2019) are hereby added for 2019-20.

2.17 Appendices B and B-1 dated 07/01/19 (i.e. July 1, 2019) are hereby added for 2019-20.

2.18 Appendix F, Invoices, dated 01/14/20 (January 14, 2020) are hereby added for 2019-20.

Article 3 Effective Date

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

Article 4 Legal Effect

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

Recommended by:



Grant Colfax
Director of Health
Department of Public Health

CONTRACTOR

Homeless Children's Network




April Silas
Executive Director

City Supplier ID:
0000018734

Approved as to Form:

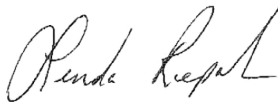
Dennis J. Herrera
City Attorney

By:



Deputy City Attorney

Approved:



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

Appendix A
Scope of Services – DPH Behavioral Health Services

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

1. **Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Anthony Buckman**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services

shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

M. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

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

N. Patients' Rights:

All applicable Patients' Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Ma' at

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

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	Funding Source: MH WO DCYF CH AARFQ, MH CYF Fed SDMC FFP (50%) MH CYF County General Fund (Match) MH CYF County Local Match

1. Identifiers:

1. Program Name: Ma'at

Program Address (primary program site address): 3450 3rd Street Unit 1C

City, State, Zip Code: San Francisco, CA 94124

Telephone: (415) 437-3990 / Facsimile: (415) 437-3994

Executive Director: April Silas

Telephone: (415) 437-3990 X 308

Email; Address: april@hcnkids.org

Program Code: 38ASMT

2. Nature of Document (check one)

3. Original Amendment One Revision to Program Budgets (RPB) #1

4. Goal Statement

To provide Afri-centric, strength-based, trauma-informed behavioral health services to Black/African American families in San Francisco via a hub and spoke model with our collaborative partners. HCN will act as the lead agency, or “hub,” to support community services sites, or “spokes,” to provide access to culturally responsive, family-driven behavioral health treatment and supports. The “hub and spoke” model means that community engagement and behavioral health services take place outside of a traditional clinic, at community service sites accessible to children, youth and families.

5. Priority Population

The priority population consists of children ages 0-18 and their families in all neighborhoods in San Francisco. Services from this program are designed to meet the unique needs of Black/African American families. Whenever it is assessed that this program cannot adequately meet the service needs of a particular client, staff will make a client referral that better meets the services needs of the client, either internally or to a co-service provider in San Francisco.

6. Modality(s)/Intervention(s)

Definitions of EPSDT Service Modalities

EPSDT (Early and Periodic Screening, Diagnostic, and Treatment) is the child health component of Medicaid. EPSDT services provided include:

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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 services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, collateral, therapy and case management.

Assessment

“Assessment” means a service delivery 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.

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.

Therapy

“Therapy” means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments.

Case Management

“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.

The total number of minutes to be provided in FY 19-20:

172 mental health services unduplicated clients EPSDT = 188,961 minutes.

7 case management unduplicated clients EPSDT = 7,200 minutes

40 non-EPSDT unduplicated clients = 15,790 hours

Additional activities under this program are “Indirect Services”. See below Methodology section for activity details.

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7. Methodology

Direct Client Services

A. As the premiere agency in San Francisco acting as the collaborative centralizing referral response agency for mental health and shelter-based child care and early intervention services to homeless children, HCN operates as a comprehensive support organization for homeless families for city-wide resources. Our collaborative model allows for efficient and thorough outreach, promotion and advertisement activities. Monthly collaborative meetings in which providers share resources and coordinate referrals act as an outreach, promotion and advertisement mechanism. In addition, each collaborating agency has information posted on site in client gathering areas. Regular outreach, through community meetings with families at each shelter, also promotes services.

Ma'at will provide distinct mental health services to Black/African American families through a unique hub/spoke paradigm, with culturally responsive, Afri-centric care. Although mirrors HCN's general mission, Ma'at represents its own unique, direct mental health services and hub and spoke model.

The Ma'at program operates within the existing HCN structure as one of HCN's main priority programs. HCN's mission is two-fold: To provide direct family support services and to function as the hub of a citywide collaborative of agencies to unify the standard of care. Similarly, Ma'at will both provide services to Black/African American families as well as function as the hub of the "hub and spoke" model of citywide stakeholders.

Outreach: Engage and introduce the Ma'at Program within communities around San Francisco. Engagement may include events, conversations, and other trust-building activities to develop rapport and referral systems with spokes (Rafiki and Bessie Carmichael) and other citywide stakeholders such as potential advisors, spokes, schools, referrals sources and others.

Recruitment: Recruiting clinicians, supervisors, Clinical and Program Directors who have specific expertise in Afri-centric clinical approaches.

Promotion and advertisement: Cross-leverage HCN and partners' programs and community connections to publicize Ma'at. Promotion includes on the HCN website, social media, via hardcopy marketing collateral including LGBTQ-focused outreach at Soul of Pride and elsewhere, and via conferences. Conferences include the Ma'at Conference in Detroit of the National Association of Black Social Workers (April 2020).

B. Ma'at Program eligibility is determined by HCN's Clinical Director upon referral from collaborative members and spokes. Program participants served through EPSDT must have current full-scope Medi-Cal and a mental health diagnosis that meets medical necessity. HCN participates in the BHS Advanced Access initiative, including ensuring timely

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measurement of data at the site and reporting of data to BHS as required. The Ma'at program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

- C. Ma'at will expand upon provided mental health, case management, crisis intervention, and collateral support services by focusing on Black/African American families. The components of the Ma'at referral networks are: Bessie Carmichael, Rafiki Coalition, and any provider or individual within the larger HCN Collaborative. Ma'at is open to referrals.

HCN provides living in emergency, domestic violence, and transitional shelters, as well as those families referred by homeless agencies. Services include family-focused, child centered therapy: individual counseling, play therapy, family counseling, and group therapy; as well as, case management linkages to appropriate and viable community resources. CANS data is reviewed by HCN's Program Director and used to determine training needs, supervision needs and discharge planning. Services are developmentally, linguistically, environmentally, and culturally optimal and accessible for families. Hours of operation are Monday-Friday 9a-6p as well as on the weekends and earlier or later by appointment only. Services are delivered at the locations listed above, as well as at our offices at 3450 3rd Street Unit 1C.

Non-EPSDT Objectives:

1. Program development to create an accessible, Afri-centric, community-based programmatic approach
 - Timeline: July 2019-June 2020*
 - o Development of Afri-centric community-based mental health program to better understand how EPSDT can meet the needs of Black/African American families referred to the Ma'at program.
 - o Development of EPSDT-focused programming to serve Black/African American families.
 - o New site: Ascertain a new site which will be Medi-Cal certified
2. Funder communications:
 - Timeline: July 2019-June 2020*
 - o 35 funder meetings including calls, in-person meetings, email meetings, with DCYF and DPH to concretize contract terms and program priorities. Documentation will be kept in HCN's Ma'at binder for review.
3. Community work to develop an Afri-centric behavioral health model:
 - Timeline: July 2019-June 2020*
 - o 120 outreach calls, meetings, and communications to potential advisors, spokes, schools, referrals sources and others

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- Weekly meetings with spoke sites (Rafiki and Bessie Carmichael)
- Design a listening session approach
- 4. Direct service to meet families' needs from an Afri-centric perspective
 - Timeline: July 2019-June 2020*
 - 40 non-EPSDT clients receive mental health services, group support, healing circles and/or case management services to Black/African American families referred under Ma'at.
- 5. Community Advisory Group:
 - Timeline: January 2020-March 2020:*
 - Decide what the criteria is for advisors
 - Communicate criteria to selected leaders and community bodies
 - Receive from the community recommendations on advisory committee members
 - Interview and select 3 members based on criteria and feedback from community
 - Timeline: April 2020-June 2020:*
 - Bring advisors up to speed on the Ma'at Program history so they can effectively advise
 - Advisors meet with spoke representatives
 - Advisors take part in Ma'at citywide program community training
- 6. Rafiki:
 - Timeline: July 2019-June 2020:*
 - Love Pop Ups and other community outreach led by Rafiki Coalition are designed to activate resilience, grit and healing both after community violence/ or otherwise community traumatizing event, has occurred. Ideally Love Pop Up events can be delivered pro-actively before community violence has occurred. Each of these ideally will be done in a multi-systemic, trauma-informed, culturally responsive, collective impact process, so that we can impact the communities we serve, by: (1) Increasing wellness and self-care support to vulnerable populations; (2) Raising self-care and health literacy for vulnerable populations; (3) Decreasing Isolation and increasing feelings of connectedness to place and people; (4) Decreasing feelings of stress and traumatic symptoms; (5) Increasing sense of agency and feelings of hope.

A take-back the Community SELF-LOVE Pop-up Event can occur over one or two days, where there is opportunity of increased wellness for the residents. There would be several hours of massage, acupuncture, an expressive arts based healing circle, a community drumming circle, a yoga/meditation movement class, a healthy meal and an opportunity for one on one coaching/navigation session. The Wellness Navigation would navigate to services as needed to Ma'at therapists, medical homes etc.

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Timeline: June 2020:

- Black Health and Healing Summit

Spoke Objectives:

- *Timeline: July 2019-June 2020*
 - HCN will act as the lead agency, or “hub,” to support community services sites, or “spokes,” to provide access to culturally responsive, family-driven behavioral health treatment and supports. The “hub and spoke” model means that community engagement and behavioral health services take place outside of a traditional clinic, at community service sites accessible to children, youth and families. Pop Ups are a spontaneous response to community crisis in the Black community.
 - The Hub/Spoke model objectives will be determined by a community engagement process that includes frequency and timing.
 - Spoke relationships will have the following
 - Outreach
 - EPSDT referrals
 - Referrals for mental health services
 - Annual training
 - Community engagement efforts
 - Conversations for recommendations of Advisory Committee members and subsequently receiving advice from Advisory members
 - Referrals will come out of a reciprocal and circular feedback loop
 - Services that will be provided to children and youth referred by SFUSD include all EPSDT and non-EPSDT services as described above.
- D. HCN services will be delivered in the context of the BHS Access system, with a common definition of medical necessity for the level of care, and a common admission and discharge criteria for the level of care. HCN’s Clinical Director functions as Care Manager responsible for the client’s plan of care throughout the system-wide standards of accountability that is based on cost, access, quality and outcomes.
- E. Ma’at program staffing:
- Executive Director
 - Director of Ma'at Program
 - Clinical Director
 - Clinical Supervisor
 - Therapist/Program Manager (x 3)
 - Therapist (x 6)

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- Case Manager
- Quality Assurance
- Office Manager
- Finance Director
- Finance Associate
- Dev/Comm Director
- Dev/Comm Associate
- Grantwriter

8. Objectives and Measurements

All EPSDT objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY 19-20.

Non-EPSDT objectives and measurements will be determined by the SOC and HCN.

8. Continuous Quality Assurance and Improvement

For Black/African American families, HCN conducts Ma'at continuous quality assurance and monitoring through the following means. Evidence of CQI activities is maintained in HCN's Administrative Binder for review by the Business Office of Contract Compliance.

1. Achievement of Contract Performance Objectives and Productivity: HCN's Program Director is responsible for oversight of all HCN contract performance objectives and productivity. The Program Director runs monthly reports to ensure compliance with program deliverables, and directs or provides training to staff and interns in required topics. HCN Staff meet for one hour each Tuesday with the Executive Director, Program Director, Program Assistant and Clinical Supervision Staff. Staff meetings address system-level identification of areas for improvement, compliance training needs, consumer feedback and recommendations for continuous quality assurance. HCN's Program Director monitors contract performance objectives based on outcome data, and meets monthly with clinicians and the Clinical Director to ensure progress towards annual goals.

2. Quality of Documentation: Periodic Utilization Review and Quality Control. A committee comprised of the Clinical Supervisor, Quality Assurance Staff and Program Director meet monthly to review cases. The review covers documentation accuracy and quality, special risk factors, clinical status and progress of each client, treatment modalities and the efficacy of interventions. The committee discusses outcomes and recommendations, such as changes in service intensity and referrals. PURQC Committee notes are kept by the Program Director and include recommendations to be conveyed to individual clinicians. A PURQC log is filled out at

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each committee meeting, and notes are kept by the Program Director. HCN's PURQC Committee complies with all SFDPH-BHS policies and procedures. Every clinician meets weekly with the Clinical Supervision Team for individual clinical supervision, and attends a weekly 2-hour Group Supervision meeting. Recommendations of the PURQC Committee are conveyed to clinicians during these meetings. A monthly internal chart review is conducted by the Clinical Director. The Clinical Supervision Team keeps notes and a sign-in sheet for each Group Supervision session, including the topics covered.

3. **Cultural Competency of Staff and Services:** HCN's hiring policy includes thorough screening of candidates for cultural fit and cultural humility in serving the target population. HCN's Executive Director arranges for quarterly trainings to staff and interns in Cultural Sensitivity. Every Tuesday the clinical staff and interns participate in a one and a half hour workshop on relevant topics, such as therapeutic techniques, legal and ethical issues, and cultural competency. Recruitment strategies include online outreach mechanisms such as LinkedIn and Indeed, as well as social networks and word of mouth, including consultation and through relationships with various colleagues. Culturally competent outreach and recruitment are also conducted through national and statewide conferences, the Health Summit and other events at Rafiki Coalition, HBCU and NAACP, and community engagement throughout San Francisco.

4. **Satisfaction with Services:** HCN participates in the administration of semi-annual Consumer Perception Surveys, as directed by BHS. Results of Consumer Satisfaction surveys inform recommendations for quality improvement, through trainings held at weekly Staff Meetings and/or monthly Program Meetings.

5. **Timely Completion and Use of Outcome Data:** Timely submissions of CANS, Progress Notes and Plans of Care are tracked by HCN's Quality Assurance Associate, who provides support and 1:1 coaching to program staff and interns. CANS assessment data is reviewed quarterly by HCN's Program Director and discussed with the PURQ Committee. Improvements to service delivery to improve CANS outcomes are facilitated through training and direction to clinicians, during weekly individual supervision, weekly group supervision and monthly trainings.

6. **Evaluation and CQI for Whole Person Wellness (non-EPSDT) services:** Overall, the evaluation design will capture CQI implementation data in a culturally responsive way that values Black/African American families' experience as integral to evaluation knowledge. The evaluation team will utilize a culturally responsive (Hood, Hopson, & Frierson, 2015), developmental (Patton, 2010) evaluation approach to guide collaborative work.

Families and community partners will inform and participate in CQI activities for the enhancement of the project evaluation feedback and learning loop. Regular data sharing will build stakeholders' capacity to engage, review, and co-create solutions for program decision-making. Evaluation will include culturally responsive, reflective practices to problem solve

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around service issues related to structural discrimination. Participant-observation data will be gathered to track larger implementation milestones, lessons learned, and any needed course corrections.

9. Required Language

N/A

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1, 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 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 are listed below:

Budget Summary
Appendix B-1 Ma'at

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 **Six Million Four Hundred Eight Thousand Dollars (\$6,408,000) for the period of January 1, 2019 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$408,000** 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, 2018 to June 30, 2019	\$ 500,000
July 1, 2019 to June 30, 2020	\$ 2,100,000
July 1, 2020 to June 30, 2021	\$ 1,700,000
July 1, 2021 to June 30, 2022	\$ 1,700,000
Sub Total July 1, 2018 to June 30, 2022	\$ 6,000,000
Contingency	\$ 408,000
TOTAL July 1, 2018 to June 30, 2022	\$ 6,408,000

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

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number 00723	Doc Date 07/07/19	Appendix Number B-1
Provider Name Homeless Children's Network		Page Number 2
Provider Number 38AS		Fiscal Year 2019-20
Contract ID Number 1000013667		Funding Notification Date 12/10/19

FUNDING USES	Funding Term (07/01/19-06/30/20): 07/01/19-06/30/20	07/01/19-06/30/20	07/01/19-06/30/20	07/01/19-06/30/20	TOTAL
Salaries & Employee Benefits	\$ 289,517	\$ 8,954	\$ 348,216	\$ 397,662	\$ 1,044,649
Operating Expenses	\$ 221,142	\$ 6,840	\$ 265,979	\$ 303,975	\$ 797,936
Capital Expenses					\$ -
Subtotal Direct Expenses	\$ 510,660	\$ 15,794	\$ 614,195	\$ 701,937	\$ 1,842,585
Indirect Expenses	\$ 71,341	\$ 2,206	\$ 85,805	\$ 98,063	\$ 267,415
Indirect %	14.0%	14.0%	14.0%	14.0%	14.0%
TOTAL FUNDING USES	\$ 582,000	\$ 18,000	\$ 700,000	\$ 800,000	\$ 2,100,000
BHS MENTAL HEALTH FUNDING SOURCES	Dept:Auth-Prof:Activity				
MH WO DCYF CH AARFQ	251962-10002-10001799-0010			\$ 800,000	\$ 800,000
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$ 291,000	\$ 9,000		\$ 300,000
MH CYF County General Fund (Match)	251962-10000-10001670-0001			\$ 300,000	\$ 300,000
MH CYF County General Fund	251962-10000-10001670-0001	\$ 291,000	\$ 9,000	\$ 400,000	\$ 700,000
This row left blank for funding sources not in drop-down list					\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	Dept:Auth-Prof:Activity	\$ 582,000	\$ 18,000	\$ 700,000	\$ 800,000
					\$ -
					\$ -
					\$ -
This row left blank for funding sources not in drop-down list					\$ -
TOTAL BHS SUD FUNDING SOURCES	Dept:Auth-Prof:Activity	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES	Dept:Auth-Prof:Activity				
This row left blank for funding sources not in drop-down list					\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -
NON-DPH FUNDING SOURCES		\$ 582,000	\$ 18,000	\$ 700,000	\$ 800,000
This row left blank for funding sources not in drop-down list					\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ 18,000	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 582,000	\$ 18,000	\$ 700,000	\$ 800,000
BHS UNITS OF SERVICE AND UNIT COST	Number of Beds Purchased				
	SUD Only - Number of Outpatient Group Counseling Sessions				
	SUD Only - Licensed Capacity for Narcotic Treatment Programs				
	Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)
	DPH Units of Service	189,961	7,200	7,369	8,421
	Unit Type	Staff Minute	Staff Minute	Staff Hour	Staff Hour
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 3.08	\$ 2.50	\$ 95.00	\$ 95.00
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.08	\$ 2.50	\$ 95.00	\$ 95.00
	Published Rate (Medi-Cal Providers Only)	\$ 3.08	\$ 2.50	\$ -	\$ -
	Unduplicated Clients (UDC)	172	7	20	21
					Total UDC
					219

Contract ID Number 1000013667
 Program Name Ma'at
 Program Code 38ASMT

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Doc Date 07/01/19
 Appendix Number B-1
 Page Number 3
 Fiscal Year 2019-20
 Funding Notification Date 12/10/19

Position Title	Funding Term (07/01/19-06/30/20):		(251962-10000-10001670-0001)		(251962-10002-10001799-0010)		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director	0.13	\$ 22,774	0.08	\$ 14,098	0.05	\$ 8,676				
Director of Ma'at Program	1.00	\$ 63,743	0.62	\$ 39,460	0.38	\$ 24,283				
Clinical Director	0.60	\$ 54,163	0.37	\$ 33,530	0.23	\$ 20,634				
Clinical Supervisor	0.60	\$ 37,922	0.37	\$ 23,476	0.23	\$ 14,447				
Therapist/Program Manager	0.80	\$ 57,590	0.50	\$ 35,651	0.30	\$ 21,939				
Therapist/Program Manager	1.00	\$ 71,988	0.62	\$ 44,564	0.38	\$ 27,424				
Therapist	1.00	\$ 63,204	0.62	\$ 39,126	0.38	\$ 24,078				
Therapist	0.90	\$ 45,922	0.56	\$ 28,428	0.34	\$ 17,494				
Therapist	0.60	\$ 22,882	0.37	\$ 14,165	0.23	\$ 8,717				
Therapist	1.00	\$ 59,080	0.62	\$ 36,573	0.38	\$ 22,507				
Therapist	1.00	\$ 59,080	0.62	\$ 36,573	0.38	\$ 22,507				
Clinical Therapist	0.25	\$ 19,068	0.15	\$ 11,804	0.10	\$ 7,264				
Clinical Therapist/Program Mgr	0.75	\$ 61,704	0.46	\$ 38,198	0.29	\$ 23,506				
Case Manager	1.00	\$ 64,272	0.62	\$ 39,787	0.38	\$ 24,485				
Quality Assurance	0.50	\$ 21,068	0.31	\$ 13,042	0.19	\$ 8,026				
Office Manager	1.00	\$ 32,136	0.62	\$ 19,894	0.38	\$ 12,242				
Finance Director	0.20	\$ 17,854	0.12	\$ 11,052	0.08	\$ 6,802				
Dev/Comm Director	0.50	\$ 54,636	0.31	\$ 33,822	0.19	\$ 20,814				
	0.00	\$ -		\$ -		\$ -				
	0.00	\$ -		\$ -		\$ -				
Totals:	12.83	\$ 829,087	7.94	\$ 513,244	4.89	\$ 315,843	0.00	\$ -	0.00	\$ -
Employee Benefits:	26.00%	\$ 215,562	26.00%	\$ 133,443	26.00%	\$ 82,119	0.00%	\$ -	0.00%	\$ -
TOTAL SALARIES & BENEFITS		\$ 1,044,649		\$ 646,687		\$ 397,962		\$ -		\$ -

Contract ID Number 1000013667
 Program Name Matat
 Program Code 38ASMT

Appendix B - DPH 4: Operating Expenses Detail

Doc Date 07/01/19
 Appendix Number B-1
 Page Number 4
 Fiscal Year 2019-20
 Funding Notification Date 12/10/19

Expense Categories & Line Items	TOTAL	(251962-10000-10001670-0001)	(251962-10002-10001799-0010)	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	(07/01/19-06/30/20):	(07/01/19-06/30/20):	(07/01/19-06/30/20):	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 135,000	\$ 83,571	\$ 51,429		
Utilities (telephone, electricity, water, gas)	\$ 24,000	\$ 14,857	\$ 9,143		
Building Repair/Maintenance	\$ 149,264	\$ 92,401	\$ 56,863		
Furniture and Equipment	\$ 32,791	\$ 20,300	\$ 12,491		
IT Hardware	\$ 28,000	\$ 17,333	\$ 10,667		
Occupancy Total:	\$ 369,055	\$ 228,462	\$ 140,593		
Office Supplies	\$ 5,000	\$ 3,085	\$ 1,905		
Photocopying	\$ 1,000	\$ 619	\$ 381		
Program Supplies	\$ 16,881	\$ 10,451	\$ 6,430		
Computer Hardware/Software	\$ 10,000	\$ 6,190	\$ 3,810		
Materials & Supplies Total:	\$ 32,881	\$ 20,355	\$ 12,526		
Training/Staff Development	\$ 55,000	\$ 34,048	\$ 20,952		
Insurance	\$ -	\$ -	\$ -		
Professional License	\$ -	\$ -	\$ -		
Permits	\$ -	\$ -	\$ -		
Equipment Lease & Maintenance	\$ -	\$ -	\$ -		
General Operating Total:	\$ 55,000	\$ 34,048	\$ 20,952		
Local Travel	\$ 13,500	\$ 8,357	\$ 5,143		
Out-of-Town Travel	\$ 12,500	\$ 7,738	\$ 4,762		
Staff Travel Total:	\$ 26,000	\$ 16,095	\$ 9,905		
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -	\$ -	\$ -		
Rafiki Coalition- 7/1/19 - 6/30/20, Black Health & Healing Summit (\$75,000), 8 Love pop up, Community outreach, engagement meetings @ \$18,750 each(\$150,000)	\$ 225,000	\$ 139,286	\$ 85,714		
Data with a purpose, LLC - 7/1/19 - 6/30/20, will provide evaluation of Productivity and Program outcomes at \$150/hr x 100 every three months	\$ 60,000	\$ 37,143	\$ 22,857		
Consultant/Subcontractor Total:	\$ 285,000	\$ 176,429	\$ 108,571		
Other (provide detail):	\$ -	\$ -	\$ -		
Recruitment	\$ 30,000	\$ 18,572	\$ 11,428		
Other Total:	\$ 30,000	\$ 18,572	\$ 11,428		
TOTAL OPERATING EXPENSE	\$ 797,936	\$ 493,961	\$ 303,975		

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Homeless Children's Network Page Number 6
 Contract ID Number 1000013667 Fiscal Year 2019-20
 Funding Notification Date 12/10/19
Doc Date **07/01/19**

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Finance Director	0.10	\$ 10,500
Development/Communication Director	0.31	\$ 32,550
Finance Associate	0.33	\$ 20,000
Development/Communication Associate	0.50	\$ 24,000
Grantwriter	0.25	\$ 20,000

Subtotal:	1.49	\$	107,050
Employee Benefits:	26.0%	\$	27,833
Total Salaries and Employee Benefits:		\$	134,883

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
IT Support	\$ 20,532
Accounting & Auditing Expenses	\$ 5,000
Insurance	\$ 2,000
Occupancy Expenses(Maintenance & Security)	\$ 95,000
Total Operating Costs	\$ 122,532

Total Indirect Costs	\$ 257,415
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Appendix F

Invoices

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

Appendix F
PAGE A

Contract ID#
1000013667

Contractor: Homeless Children's Network

Address: 3450 Third Street, Unit 1-C, San Francisco, CA 94124

Tel No.: (415) 437-3994

Fax No.:

BHS

Funding Term: 07/01/2019 - 06/30/2020

PHP Division: Behavioral Health Services

INVOICE NUMBER: M17 JL 19

Ct. Blanket No.: BPHM N/A

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH WO DCYF CH AARFQ

Invoice Period: July 2019

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Ma'at PC# - 38ASMT 251962-10002-10001799-0010												
45/ 20 - 29 OS-Cmnty Client Svcs	8,421	21			-	-	0%	0%	8,421	21	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 315,843.00	\$ -	\$ -	0.00%	\$ 315,843.00
Fringe Benefits	\$ 82,119.00	\$ -	\$ -	0.00%	\$ 82,119.00
Total Personnel Expenses	\$ 397,962.00	\$ -	\$ -	0.00%	\$ 397,962.00
Operating Expenses:					
Occupancy	\$ 140,593.00	\$ -	\$ -	0.00%	\$ 140,593.00
Materials and Supplies	\$ 12,526.00	\$ -	\$ -	0.00%	\$ 12,526.00
General Operating	\$ 20,952.00	\$ -	\$ -	0.00%	\$ 20,952.00
Staff Travel	\$ 9,905.00	\$ -	\$ -	0.00%	\$ 9,905.00
Consultant/Subcontractor	\$ 108,571.00	\$ -	\$ -	0.00%	\$ 108,571.00
Recruitment	\$ 11,428.00	\$ -	\$ -	0.00%	\$ 11,428.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 303,975.00	\$ -	\$ -	0.00%	\$ 303,975.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 701,937.00	\$ -	\$ -	0.00%	\$ 701,937.00
Indirect Expenses	\$ 98,063.00	\$ -	\$ -	0.00%	\$ 98,063.00
TOTAL EXPENSES	\$ 800,000.00	\$ -	\$ -	0.00%	\$ 800,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE B

Contract ID#

Invoice Number

User Cd

CT PO No.

Contractor: Homeless Children's Network

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Executive Director	0.05	\$ 8,676.00	\$ -	\$ -	0.00%	\$ 8,676.00
Director of Ma'at Program	0.38	\$ 24,283.00	\$ -	\$ -	0.00%	\$ 24,283.00
Clinical Director	0.23	\$ 20,634.00	\$ -	\$ -	0.00%	\$ 20,634.00
Clinical Supervisor	0.23	\$ 14,447.00	\$ -	\$ -	0.00%	\$ 14,447.00
Therapist/ Program Manager	0.30	\$ 21,939.00	\$ -	\$ -	0.00%	\$ 21,939.00
Therapist/ Program Manager	0.38	\$ 27,424.00	\$ -	\$ -	0.00%	\$ 27,424.00
Therapist	0.38	\$ 24,078.00	\$ -	\$ -	0.00%	\$ 24,078.00
Therapist	0.34	\$ 17,494.00	\$ -	\$ -	0.00%	\$ 17,494.00
Therapist	0.23	\$ 8,717.00	\$ -	\$ -	0.00%	\$ 8,717.00
Therapist	0.38	\$ 22,507.00	\$ -	\$ -	0.00%	\$ 22,507.00
Therapist	0.38	\$ 22,507.00	\$ -	\$ -	0.00%	\$ 22,507.00
Clinical Therapist	0.10	\$ 7,264.00	\$ -	\$ -	0.00%	\$ 7,264.00
Clinical Therapist/ Program Mgr	0.29	\$ 23,506.00	\$ -	\$ -	0.00%	\$ 23,506.00
Case Manager	0.38	\$ 24,485.00	\$ -	\$ -	0.00%	\$ 24,485.00
Quality Assurance	0.19	\$ 8,026.00	\$ -	\$ -	0.00%	\$ 8,026.00
Office Manager	0.38	\$ 12,242.00	\$ -	\$ -	0.00%	\$ 12,242.00
Finance Director	0.08	\$ 6,802.00	\$ -	\$ -	0.00%	\$ 6,802.00
Dev/ Comm Director	0.19	\$ 20,814.00	\$ -	\$ -	0.00%	\$ 20,814.00
TOTAL SALARIES	4.89	\$ 315,845.00	\$ -	\$ -	0.00%	\$ 315,845.00

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

Appendix F
PAGE A

Contract ID#
1000013667

Contractor: Homeless Children's Network

Address: 3450 Third Street, Unit 1-C, San Francisco, CA 94124

Tel No.: (415) 437-3994

Fax No.:

BHS

Funding Term: 07/01/2019 - 06/30/2020

PHP Division: Behavioral Health Services

INVOICE NUMBER: M18 JL 19

Ct. Blanket No.: BPHM N/A

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH CYF Fed/ County General Fund

Invoice Period: July 2019

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Ma'at PC# - 38ASMT 251962-10000-10001670-0001												
15/ 10 - 57, 59 OP-MH Svcs	188,951	172			-	-	0%	0%	188,951	172	100%	100%
15/ 01 - 09 OP-Case Mgt Brokerage	7,200	7			-	-	0%	0%	7,200	7	100%	100%
45/ 20 - 29 OS-Cmmty Client Svcs	7,369	20			-	-	0%	0%	7,369	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 513,244.00	\$ -	\$ -	0.00%	\$ 513,244.00
Fringe Benefits	\$ 133,443.00	\$ -	\$ -	0.00%	\$ 133,443.00
Total Personnel Expenses	\$ 646,687.00	\$ -	\$ -	0.00%	\$ 646,687.00
Operating Expenses:					
Occupancy	\$ 228,462.00	\$ -	\$ -	0.00%	\$ 228,462.00
Materials and Supplies	\$ 20,355.00	\$ -	\$ -	0.00%	\$ 20,355.00
General Operating	\$ 34,048.00	\$ -	\$ -	0.00%	\$ 34,048.00
Staff Travel	\$ 16,095.00	\$ -	\$ -	0.00%	\$ 16,095.00
Consultant/Subcontractor	\$ 176,429.00	\$ -	\$ -	0.00%	\$ 176,429.00
Recruitment	\$ 18,572.00	\$ -	\$ -	0.00%	\$ 18,572.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 493,961.00	\$ -	\$ -	0.00%	\$ 493,961.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 1,140,648.00	\$ -	\$ -	0.00%	\$ 1,140,648.00
Indirect Expenses	\$ 159,352.00	\$ -	\$ -	0.00%	\$ 159,352.00
TOTAL EXPENSES	\$ 1,300,000.00	\$ -	\$ -	0.00%	\$ 1,300,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Svcses-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE B

Contract ID#

Invoice Number

M18 JL 19

User Cd

CT PO No. _____

Contractor: Homeless Children's Network

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Executive Director	0.08	\$ 14,098.00	\$ -	\$ -	0.00%	\$ 14,098.00
Director of Ma'at Program	0.62	\$ 39,460.00	\$ -	\$ -	0.00%	\$ 39,460.00
Clinical Director	0.37	\$ 33,530.00	\$ -	\$ -	0.00%	\$ 33,530.00
Clinical Supervisor	0.37	\$ 23,476.00	\$ -	\$ -	0.00%	\$ 23,476.00
Therapist/ Program Manager	0.50	\$ 35,651.00	\$ -	\$ -	0.00%	\$ 35,651.00
Therapist/ Program Manager	0.62	\$ 44,564.00	\$ -	\$ -	0.00%	\$ 44,564.00
Therapist	0.62	\$ 39,126.00	\$ -	\$ -	0.00%	\$ 39,126.00
Therapist	0.56	\$ 28,428.00	\$ -	\$ -	0.00%	\$ 28,428.00
Therapist	0.37	\$ 14,165.00	\$ -	\$ -	0.00%	\$ 14,165.00
Therapist	0.62	\$ 36,573.00	\$ -	\$ -	0.00%	\$ 36,573.00
Therapist	0.62	\$ 36,573.00	\$ -	\$ -	0.00%	\$ 36,573.00
Clinical Therapist	0.15	\$ 11,804.00	\$ -	\$ -	0.00%	\$ 11,804.00
Clinical Therapist/ Program Mgr	0.46	\$ 38,198.00	\$ -	\$ -	0.00%	\$ 38,198.00
Case Manager	0.62	\$ 39,787.00	\$ -	\$ -	0.00%	\$ 39,787.00
Quality Assurance	0.31	\$ 13,042.00	\$ -	\$ -	0.00%	\$ 13,042.00
Office Manager	0.62	\$ 19,894.00	\$ -	\$ -	0.00%	\$ 19,894.00
Finance Director	0.12	\$ 11,052.00	\$ -	\$ -	0.00%	\$ 11,052.00
Dev/ Comm Director	0.31	\$ 33,822.00	\$ -	\$ -	0.00%	\$ 33,822.00
TOTAL SALARIES	7.94	\$ 513,243.00	\$ -	\$ -	0.00%	\$ 513,243.00

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____