

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

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2021, 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, City and Contractor have entered into the Agreement (as defined below); and

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFQ-21-2018 issued on June 29, 2018 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained on August 3, 2020 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of \$233,200.00 for the period commencing July 1, 2017 and ending June 30, 2027; and

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated January 1, 2019 between Contractor and City.

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

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

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

2.2 Compensation. *Section 3.3.1 Payment currently reads as follows:*

3.3.1 Payment

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **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.

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

ARTICLE 3 FINANCIAL MATTERS

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or 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 goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Six Hundred Thirty-Six Thousand One Hundred Seventy Dollars (\$9,636,170)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.3 Payment Limited to Satisfactory Services and Delivery of Goods. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.2 in its entirety.*

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City

2.4 Getting Paid by the City for Goods and/or Services. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.4 in its entirety.*

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

2.5 Getting Paid by the City for Goods and/or Services. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.6 in its entirety.*

3.3.6 Getting paid by the City for Goods and/or Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

2.6 Payment Terms. Payment Due Date. The following is hereby added to Article 3.3.8 of the Agreement:

3.3.8 Payment Terms. Payment Due Date: Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

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

3.4 Audit and Inspection of Records.

3.4.1 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.

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

3.4.2 If Contractor expends less than \$750,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.4 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

2.8 Contract Amendments; Budgeting Revisions: *The following is hereby added to Article 3.7 of the Agreement:*

3.7 Contract Amendments; Budgeting Revisions.

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

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

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

2.9 Qualified Personnel: *The following is hereby added to Article 4 of the Agreement, replacing the previous 4.2 in its entirety:*

4.2. Qualified Personnel

4.2.1 Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.2.2 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the

Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

(d) The City reserves the right to impose a more stringent COVID-19 vaccination policy for the San Francisco Department of Public Health, acting in its sole discretion.

2.10 Insurance. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety.*

5.1 Insurance

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

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Reserved. (Technology Errors and Omissions Coverage).

(f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Reserved. (Pollution Liability Insurance).

(h) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. Pollution Auto Liability Insurance Additional Insured Endorsement

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) Reserved. (Pollution Liability Insurance Primary Insured Endorsement). policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrms410@sfdph.org**.

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

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

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

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

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

2.11 Indemnification. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2 in its entirety:*

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or

fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

2.12 Contractor to Pay Taxes. *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.1 in its entirety:*

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

2.13 Possessory Interest Taxes. *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.2 in its entirety:*

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

2.14 Termination and Default, REMEDIES *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2 in its entirety:*

8.2 Termination for Default; Remedies.

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

8.2.2 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

(a) 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.

(b) 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.

© 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.

8.2.3 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, in accordance with San Francisco Administrative Code Section 21.33 (Procedure Upon Contractor's Failure to Deliver) 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. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), 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. This Section 8.2.3 shall survive termination of this Agreement.

8.2.4 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.

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

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

10.4 Consideration of Salary History.

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

2.16 Consideration of Salary History. *The following is hereby deleted from Article 10 of the Agreement:*

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.

2.17 Notice to the Parties. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.1 in its entirety:*

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 1380 Howard Street San Francisco, California 94103	e-mail:	David.folmar@sfdph.org
And:	ANTHONY BUCKMAN CONTRACT DEVELOPMENT AND TECHNICAL ANALYSIS 1380 Howard Street San Francisco, California 94103	e-mail:	Anthony.Buckman@sfdph.org
To CONTRACTOR:	HOMELESS CHILDRENS NETWORK 3450 Third Street, Unit 1-C		

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

11.3 Incorporation of Recitals.

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

2.19 Order of Precedence. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.13 in its entirety*

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated June 29, 2018. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

2.20 Certification Regarding Lobbying. *The following is hereby added to Article 12 of the Agreement, replacing the previous Section 12.3 in its entirety*

12.3. Certification Regarding Lobbying.

12.3.1 Contractor certifies to the best of its knowledge and belief that: No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

12.3.2 If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

12.3.3 Contractor shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

12.3.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2.21 Nondisclosure of Private, Proprietary or Confidential Information. The following is hereby added to Article 13 of the Agreement, replacing the previous 13.1 in its entirety.

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City’s proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

2.22 Management of City Data and Confidential Information: *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.4 in its entirety:*

13.4 Management of City Data and Confidential Information.

13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City’s Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City’s Data 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 Data outside the United States is subject to prior written authorization by the City. Access to City’s Data 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 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 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.

13.4.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City’s Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), 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. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

2.23 Ownership of City Data. *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.5 in its entirety:*

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

2.24 Protected Health Information : *The following is hereby added to Article 13 of the Agreement:*

13.6 Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

2.25 Appendix A dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

2.26 Appendix B dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

2.27 Appendix F, Invoices, dated 07/01/21 (i.e. July 1, 2021) are hereby added to the Agreement for 2021-22.

2.28 Appendix G, Dispute Resolution, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix G, Dispute Resolution, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

2.29 Appendix H, Data Access Sharing Terms, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

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

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director, Office of Contract Administration, and
Purchaser

CONTRACTOR

Homeless Children's Network

APRIL SILAS
Executive Director

City Supplier ID:
0000018734

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
Appendix A-1a- Ma’At SFPD Reallocation Fund

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.

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)

Original

Amendment #2

Revision to Program Budgets (RPB)

3. 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.

4. 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.

5. 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:

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 21-22:

126 mental health services unduplicated clients EPSDT = 307,124 minutes.

10 case management unduplicated clients EPSDT = 11,920 minutes

156 non-EPSDT unduplicated clients = 15,790 hours

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

6. Methodology

Direct Client Services

A. HCN is 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 Black/African American individuals, families and communities 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 it 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 both provides services to Black/African American families as well as functions 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, Bessie Carmichael and Soul of Pride) 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 and elsewhere, such as conferences and events.

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 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, Soul of Pride and any provider or individual within the larger HCN Collaborative. Ma'at is open to referrals.

HCN serves those 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 offered throughout the community, as well as at our offices at 3450 3rd Street, Unit 1C and 1426 Fillmore Street, Suite 301, San Francisco, CA.

Non-EPSDT Objectives:

1. Continuing program development on an accessible, Afri-centric, programmatic approach which is responsive to community needs around COVID-19 and the recovery from COVID-19.

Timeline: July 2021-June 2022.

- Ongoing 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, including via a hybrid telehealth model during and after the COVID era
- Ongoing development of EPSDT-focused programming to serve Black/ African American families during COVID era
- New site Medi-Cal certification in advance of the opening of HCN's Fillmore street location.

2. Community work to continue to develop and expand an Afri-centric behavioral health model:

Timeline: July 2021-June 2022

- At least 1000 outreach calls, meetings, and communications to potential advisors, spokes, schools, referrals sources and others. This includes communication with the MegaBlack community including Dream Keeper Initiative programs at HCN and elsewhere.
- Onboarding and ramp up of new spoke: Soul of Pride

- Soul of Pride to provide referrals and direct mental health linkages between Ma'at and Black LGBTQ+ community
- Ma'at also shares information and outreach with Soul of Pride
- Monthly meetings/contact with spoke sites (Rafiki Coalition, Bessie Carmichael and Soul of Pride)
- Continued outreach in the community for future inclusion of additional spoke sites.
- Community conversations highlighting specific needs: Violence intervention/prevention; services for the Black LGBTQ community; homeless services; and therapists to join pop-ups for rapid response to community needs and events. Community conversations include those with the Dream Keeper Initiative, Mega Black, and sites such as the Shoestrings Program, Jelani House, FACES, SFUSD schools, and others.
- Community care and self-care activities for Ma'at staff. These activities are designed to address vicarious trauma, provide the space and healing which allow staff to be able to manage the complex needs of clients, and prevent burn-out.

3. Direct service to meet families' needs from an Afri-centric perspective

Timeline: July 2021-June 2022

- 156 non-EPSTD clients receive mental health services, group support, healing circles and/or case management services to Black/ African American families referred under Ma'at.
 - Preparation, training and coordination of efforts to prepare for work with children, parents/caregivers, and community providers.
 - During the COVID pandemic, services are provided in a hybrid model via phone, video call, email and via other COVID-safe practices as well as in-person when it is safe to do so. For example, clients referred by ERMHS tend to be higher needs and are more likely to be met in person. Modalities around in person vs remote meetings are in line with the expressed need of each individual client or family.
 - Ma'at's non Medi-Cal clients are not just individuals we meet with for case management and mental health support, but also community members such as school staff, who need support in better supporting and addressing the mental health needs of Black youth and families.
 - At least 80 non-EPSTD clients will be children/youth. This includes conversations with adults on behalf of those children. 40 will be parents/caregivers, 36 will be service providers/community members.

4. Community Advisory:

Timeline: July 2021-June 2022:

- Incorporates feedback from the MegaBlack community, spoke sites, and Black/African American board members at HCN
- Community Advisory provides coordination, shared information and a fluid and ongoing feedback circle throughout the year.

5. Rafiki Coalition:

Timeline: July 2021-June 2022:

- 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. Using COVID-safe practices, there may 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/or an opportunity for one on one coaching/navigation session. The Wellness Navigation would navigate to services as needed such as Ma'at therapists, medical homes etc.
- Outreach, community engagement and advocacy include extensive relationship building with partners such as SFUSD schools and Hope SF, as well as families throughout San Francisco, including those who have experienced community violence. Rafiki staff connect with community members, with an emphasis on children and caregivers, around shared cultural and spiritual traditions. Community members and caregivers facing economic insecurity, in particular during the COVID pandemic, are linked to resources for food, housing assistance, job hunting help, or other supports as needed.
- During the COVID pandemic, Pop-ups and community outreach may be provided virtually to align with COVID-safe practices. Virtual events are hosted online, on a platform such as Zoom. They can be marketed via social media, email, word of mouth, flyers, and via families, local communities and community partners.

- Black Health and Healing Summit. The Summit may be held in-person or virtually, to align with best practices for safety during the COVID pandemic.

Spoke Objectives:

- 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 may take place outside of a traditional clinic, and at community service sites accessible to children, youth and families. Pop Ups are a spontaneous response to community crisis in the Black community.
- Interactions and services with spoke sites will utilize a hybrid model including telehealth components and COVID-safe in person measures when it is safe to do so.
- Spoke relationships will have the following:
 - Outreach
 - EPSDT referrals
 - Referrals for non-EPSDT mental health services
 - Community engagement efforts
 - Ongoing feedback circle with spoke sites and other community members
 - Referrals will come out of a reciprocal and circular feedback loop

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
- Ma'at Program Manager
- Community Roots Director
- Clinical Director

- Clinical Supervisor
- Contract/Program Manager
- Therapists
- Case Manager
- Quality Assurance Director
- Program Director
- Office Manager
- Program Assistants
- Associate Clinical Director
- Finance Director
- Finance Specialist
- Dev/Comm Director
- Dev/Comm Coordinator
- Grant manager

7. 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 21-22.

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 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 and/or the Quality Assurance Director. HCN's goal is that 100% of charts are reviewed by the end of each year. 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 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.

7. The evaluation team will consider both EPSDT and non-EPSDT modalities including direct mental health services, group support, healing circles and case management. As part of a continuous learning cycle, evaluation includes measurement, learnings and feedback regarding collateral outreach contacts, community engagement activities, Pop-Up events, and spoke and other community relationships. The evaluation process incorporates an exploration of how families, staff and providers engage with an Afri-centric therapeutic model. The evaluation team will provide particular analysis on the impact of housing instability on Black/African American families served by the program, as well as the need for targeted services for LGBTQ children, youth and/or families and the need for crisis response/violence prevention and intervention services.

9. Required Language

N/A

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)

Original

Amendment #2 Revision to Program Budgets (RPB)

3. Goal Statement

To provide Healing Centered Practices for Black LGBTQ+ and other Black/African American families/parents, adults and communities, particularly in the Bayview Hunters Point, Western Addition and Castro.

4. Priority Population

The priority population consists of children ages 0-18, families, and adults in the Bayview Hunters Point, Western Addition and Castro in San Francisco. Services from this program are designed to meet the unique needs of LGBTQ+ 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.

5. Modality(s)/Intervention(s)

Services provided include Afri Centric Whole Person/Communal Wellness, Soul of Pride, and Early Childhood Mental Health.

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

6. Methodology

Direct Client Services

A. HCN is 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 Black/African American individuals, families and communities 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 provides distinct mental health services to Black/African American individuals, families and communities through a unique hub/spoke paradigm, with culturally responsive, Afri-centric care. Although it 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 both provides services to Black/African American families as well as functions 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, Bessie Carmichael and Soul of Pride) 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 and elsewhere, such as conferences and events.

B. Ma'at Program eligibility is determined by HCN's Clinical Director upon referral from collaborative members and spokes. HCN participates in the BHS Advanced Access initiative, including ensuring timely 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, Soul of Pride and any provider or individual within the larger HCN Collaborative. Ma'at is open to referrals.

Services are developmentally, linguistically, environmentally, and culturally optimal and accessible for individuals, families and communities. Hours of operation are Monday-Friday 9a-6p as well as on the weekends and earlier or later by appointment only. Services are offered throughout the community, as well as at our offices at 3450 3rd Street, Unit 1C and 1426 Fillmore Street, Suite 301, San Francisco, CA.

A. Afri Centric Whole Person/Communal Mental Health and Wellness Objectives :

1. Community work to continue to develop and expand an Afri Centric whole person/communal mental health and wellness model:

Timeline: July 2021-June 2022

- 120 outreach calls, meetings, emails, and communications to community members, schools, referrals sources and others.
- Community conversations highlighting the needs of Black/African American communities, including the Black LGBTQ+ community and families of children 0-5.
- Community engagement with Dream Keeper and other Black-led and Black serving San Francisco agencies to increase efficacy of cross-referrals and community learnings.

2. Dream Keeper/Mega Black Sacred Space facilitated conversations

Timeline: July 2021-June 2022

- 9 Sacred Space conversations for the Black/African American community over the course of the year.
- Preparatory and follow up conversations for each Sacred Space meeting. Average of 10 prep/follow meetings and conversations for each Sacred Space meeting.

3. Direct service to meet families' and individuals' needs from an Afri-centric perspective

Timeline: July 2021-June 2022

- 80 clients receive mental health services, group support, healing circles, individual and community wellness services, and/or case management services to Black/African American individuals or families.
- During and after the COVID pandemic, services are provided via a hybrid model including phone, video call, email, and in person when it is safe to do so.
- Clients include children/youth, parents/caregivers/other adults, and community members such as school staff, who need support in better supporting and addressing the mental health needs of Black youth, families, individuals and adults.

B. Dream Keeper Soul of Pride objectives:

Soul of Pride's focus is on events which provide a bridge between HCN and San Francisco's Black queer communities. Events utilize COVID-safe practices and may be online, in person or via a hybrid model. Events involve significant preparation and follow up activities for community outreach and maintaining ongoing community connections.

Each event promotes mental health conversations and access to mental health and provides a bridge between the Black LGBTQ+ community and HCN's Dream Keeper Afri-centric whole person/communal mental health and wellness model services.

Soul of Pride Dream Keeper events for 2021-2022:

Halloween in the Castro | 10/2021 | In-Person Event:

SOP will be collaborating with Comfort & Joy to celebrate Halloween with the LGBTQI+ community in the Castro neighborhood. This event will be a celebratory safe space for Black LGBTQI+ folks in the Castro and combat the systemic racism that erases Black culture from the Castro and reclaim space. This is vital for the emotional and mental health of the Black LGBTQI+ community in San Francisco.

Black LGBTQ+ Leadership Meet & Greet | 11/2021 | In-Person Event:

SOP will convene Black LGBTQI+ leaders from the San Francisco Bay Area in an effort to address the effects of the COVID-19 pandemic and other factors affecting Black LGBTQI+ mental health in San Francisco. The purpose is to bring leaders of the community together to have a discussion about the current state of the Black LGBTQI+ experience in the San Francisco Bay Area and how to best serve this community.

Black LGBTQ+ Symposium | 11/2021 | Online Event:

SOP will stage a Black LGBTQI+ Symposium that will address the needs for mental health accessibility as well as identity and cultural affirmation within the Black LGBTQI+ community in the San Francisco Bay Area. This symposium will address the current mental health needs of San Francisco's Black LGBTQI+ community, take a more specific look at what it means to have a Black and Transgender experience, and also develop ways in which to have dialogue about Black/Queer identities within the Black community.

"Soulful Cabaret" Gala | 2022 | In-Person Event:

This gala will be a celebratory event to honor the contributions of Black LGBTQI+ artists, thinkers, and advocates throughout history to the present. Here, SOP will feature a pop-up museum to commemorate the iconic Black LGBTQI+ leaders of the past while elevating the current leaders of today and the future. The event will provide hope and pride within the Black LGBTQI+ community while being culturally affirming.

Black LGBTQI+ Leadership Council | Recurring Monthly | Online Event:

The purpose of this council is to provide an in-depth understanding of current Black LGBTQI+ issues. This council will work towards expanding outreach and community engagement efforts to

the Black LGBTQI+ community in the San Francisco Bay Area in an effort to connect them with culturally competent mental health services.

Gospel Brunch | 06/05/2022 | In-Person Event:

SOP will host a Gospel Brunch to showcase the tastes of Black American cuisine, Black music, and Black LGBTQI+ culture. This event will also address the need for expanded access to mental health services in the Black LGBTQI+ community while celebrating the work already being done in the community that maintains communal and individual wellness.

Pink Saturday | 06/25/2022 | In-Person Event:

SOP will create space during this street festival for Black vendors and artists in an effort to promote supporting/purchasing Black LGBTQI+ products. SOP will also promote mental health services that are culturally competent and relevant to Black people of the LGBTQI+ experience.

SOP Stage at SF Pride | 06/26/2022 | In-Person Event:

SOP will produce its 22nd Pride Stage & Village during SF Pride. This stage will illuminate Black LGBTQI+ contributions, celebrate Black creatives and art, and create space for Black people in the Pride celebrations. This event will provide access to mental health services through referring community members to HCN's culturally competent therapists.

C. Dream Keeper Early Childhood Mental Health Objectives:

1. Strategic planning and outreach to design specific early childhood mental health support for families from an Afri-centric approach

Timeline: July 2021-June 2022

- Strategic planning and infrastructure design for Afri-centric services for Black/African American families with children ages 0-5 and their early childhood providers. At least 10 Black Early Childhood providers will be served throughout the year.
- Outreach to at least 20 Dream Keeper and/or other Black-led and Black serving San Francisco agencies and providers.
- Trainings and consultation to Black families and support to Black early childhood educators provided by a Black early childhood therapist/consultant. This support can include creating resources for family childcare providers, group support for providers or families, gathering and disseminating resources on child development and interventions, and answering questions on a regular basis regarding the needs of Black children 0-5. At least 6 trainings will be provided annually.

Hours of operation are Monday-Friday 9a-6p. Services are offered throughout the community, as well as at our offices at 3450 3rd Street, Unit 1C and 1426 Fillmore Street, Suite 301, San Francisco, CA.

D. Ma'at/Dream Keeper program staffing:

- Executive Director
- Ma'at Program Manager
- Community Roots Director
- Clinical Director
- Clinical Supervisor
- Contract/Program Manager
- Therapists
- Case Manager
- Quality Assurance Director
- Program Director
- Office Manager
- Program Assistants
- Associate Clinical Director
- Finance Director
- Finance Specialist
- Dev/Comm Director
- Dev/Comm Coordinator
- Grant manager

7. Objectives and Measurements

Objectives and measurements will be determined by the BHS CYF SOC and HCN.

8. Continuous Quality Assurance and Improvement

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

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 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.

As part of a continuous learning cycle, evaluation includes measurement, learnings and feedback regarding collateral outreach contacts, community engagement activities, Pop-Up events, and other community relationships. The evaluation process incorporates an exploration of how families, individuals, community members, staff and providers engage with an Afri-centric therapeutic model.

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
Appendix B-2 – Ma'At SFPD & Carry Forward

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 **Nine Million Six Hundred Thirty-Six Thousand One Hundred Seventy Dollars (\$9,636,170) for the period of July 1, 2018 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$0.00** 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.

January 1, 2019 to June 30, 2019	\$ 500,000
July 1, 2019 to June 30, 2020	\$ 2,100,000
FY 20-21 CODB One Time Funding (DV Amount)	\$ 39,000
July 1, 2020 to June 30, 2021	\$ 3,000,000
July 1, 2021 to June 30, 2022	\$ 3,997,170
SubTotal January 1, 2019 to June 30, 2022	\$ 9,636,170
Contingency	\$0
TOTAL January 1, 2019 to June 30, 2022	\$ 9,636,170

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.

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number <u>00723</u>		Document Date <u>7/1/2021</u>		Appendix B, Page 1			
Legal Entity Name/Contractor Name <u>Homeless Children's Network</u>		Fiscal Year <u>2021-2022</u>		Funding Notification Date <u>10/13/21</u>			
Contract ID Number <u>1000013667</u>							
Appendix Number	<u>B-1</u>	<u>B-2</u>	<u>B-#</u>	<u>B-#</u>	<u>B-#</u>	<u>B-#</u>	
Provider Number	<u>38AS</u>	<u>38AS</u>					
Program Name	<u>Ma'at</u>	<u>Ma'at</u>					
Program Code	<u>38ASMT</u>	<u>38ASMT</u>					
Funding Term	<u>07/1/2021-6/30/2022</u>	<u>07/1/2021-6/30/2022</u>					
FUNDING USES							TOTAL
Salaries	\$ 1,046,255	\$ 577,000					\$ 1,623,255
Employee Benefits	\$ 272,894	\$ 150,020					\$ 422,914
Subtotal Salaries & Employee Benefits	\$ 1,319,149	\$ 727,020	\$ -	\$ -	\$ -	\$ -	\$ 2,046,169
Operating Expenses	\$ 1,123,628	\$ 320,000					\$ 1,443,628
Capital Expenses	\$ -						\$ -
Subtotal Direct Expenses	\$ 2,442,777	\$ 1,047,020	\$ -	\$ -	\$ -	\$ -	\$ 3,489,797
Indirect Expenses	\$ 354,393	\$ 152,980					\$ 507,373
Indirect %	14.5%	14.6%	0.0%	0.0%	0.0%	0.0%	14.5%
TOTAL FUNDING USES	\$ 2,797,170	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 3,997,170
							Employee Benefits Rate 26.1%
BHS MENTAL HEALTH FUNDING SOURCES							
MH WO DCYF CH AARFQ	\$ 800,000						\$ 800,000
MH CYF Fed SDMC FFP (50%)	\$ 600,000						\$ 600,000
MH CYF County General Fund (Match)	\$ 600,000						\$ 600,000
MH CYF County General Fund	\$ 700,000						\$ 700,000
MH CYF COUNTY WO CODB	\$ 97,170						\$ 97,170
							\$ -

								\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 2,797,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,797,170
BHS SUD FUNDING SOURCES								
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES								
SFPD Reallocation Fund (One-Time)		\$ 750,000						\$ 750,000
SFPD Reallocation Fund Carryforward from FY 20-21 (One-Time)		\$ 450,000						\$ 450,000
								\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 2,797,170	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,997,170
NON-DPH FUNDING SOURCES								
								\$ -
								\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 2,797,170	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,997,170
Prepared By Pinky Huree		Phone Number 415-936-4781						

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

DHCS Legal Entity Number 00723		Appendix Number B-1			
Provider Name Homeless Children's Network		Page Number 2			
Provider Number 38AS		Document Date 7/1/2021		Fiscal Year 2021-2022	
Contract ID Number 1000013667		Funding Notification Date 10/13/21			
Program Name	Ma'at				
Program Code	38ASMT	38ASMT	38ASMT	38ASMT	
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59	15/01-09	45/20-29	45/20-29	
Service Description	OP-MH Svcs	OP-Case Mgt Brokerage	OS-Cmnty Client Svcs	OS-Cmnty Client Svcs	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	
FUNDING USES					TOTAL
Salaries & Employee Benefits	\$ 493,128	\$ 44,430	\$ 402,905	\$ 378,686	\$ 1,319,149
Operating Expenses	\$ 470,660	\$ 44,275	\$ 290,672	\$ 318,020	\$ 1,123,628
Capital Expenses					\$ -
Subtotal Direct Expenses	\$ 963,788	\$ 88,705	\$ 693,578	\$ 696,706	\$ 2,442,777
Indirect Expenses	\$ 135,007	\$ 12,500	\$ 103,592	\$ 103,294	\$ 354,393
Indirect %	14.0%	14.1%	14.9%	14.8%	14.5%
TOTAL FUNDING USES	\$ 1,098,795	\$ 101,205	\$ 797,170	\$ 800,000	\$ 2,797,170
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity				
MH WO DCYF CH AARFQ	251962-10002-10001799-0010			\$ 800,000	\$ 800,000
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$ 549,398	\$ 50,602		\$ 600,000
MH CYF County General Fund (Match)	251962-10000-10001670-0001	\$ 549,398	\$ 50,602		\$ 600,000
MH CYF County General Fund	251962-10000-10001670-0001			\$ 700,000	\$ 700,000
MH CYF COUNTY WO CODB	251962-10000-10001670-0001			\$ 97,170	\$ 97,170
This row left blank for funding sources not in drop-down list					\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 1,098,795	\$ 101,204	\$ 797,170	\$ 800,000
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity				
					\$ -
					\$ -
					\$ -
					\$ -
This row left blank for funding sources not in drop-down list					\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity				
					\$ -
This row left blank for funding sources not in drop-down list					\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 1,098,795	\$ 101,204	\$ 797,170	\$ 800,000
NON-DPH FUNDING SOURCES					
					\$ -
This row left blank for funding sources not in drop-down list					\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,098,795	101,204	797,170	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	289,920	33,510	8,391	8,421
	Unit Type	Staff Minute	Staff Minute	Staff Hour	Staff Hour
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 3.79	\$ 3.02	\$ 95.00	\$ 95.00
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.79	\$ 3.02	\$ 95.00	\$ 95.00
	Published Rate (Medi-Cal Providers Only)	\$ 3.79	\$ 3.02	\$ -	
	Unduplicated Clients (UDC)	126	10	20	21
					Total UDC 177

Appendix B - DPH 3: Salaries & Employee Benefits Detail

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

Document Date 7/1/2021
 Appendix Number B-1
 Page Number 3
 Fiscal Year 2021-2022
 Funding Notification Date 10/13/21

Funding Term	TOTAL		(251962-10000-10001670-0001)		(251962-10002-10001799-0010)	
	(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director-April Silas	0.71	\$ 100,000.00	0.41	\$ 57,344.75	0.30	\$ 42,655.25
Assoc Dir Ma'at Program-Mack	0.24	\$ 25,200.00	0.13	\$ 14,112.00	0.11	\$ 11,088.00
Clinical Director-Bonnie Harrison	0.65	\$ 68,585.00	0.40	\$ 41,605.76	0.25	\$ 26,979.24
Clinical Supervisor-Autmm Beard	0.32	\$ 30,000.00	0.22	\$ 20,735.00	0.10	\$ 9,265.00
Associate Program Director-Eric Subido	0.34	\$ 32,500.00	0.17	\$ 16,239.19	0.17	\$ 16,260.81
Therapist-Mark Jefferson	1.00	\$ 72,000.00	0.75	\$ 53,720.50	0.25	\$ 18,279.50
Therapist-Nanjonjo Mukungu	0.50	\$ 36,000.00	0.34	\$ 24,410.65	0.16	\$ 11,589.35
Therapist-Bianca Aaron	1.00	\$ 72,000.00	0.62	\$ 44,051.99	0.38	\$ 27,948.01
Therapist-Maciell Cole	1.00	\$ 72,000.00	0.74	\$ 53,031.54	0.26	\$ 18,968.46
Therapist-Tysean Bonds	1.00	\$ 72,000.00	0.86	\$ 61,671.11	0.14	\$ 10,328.89
Therapist-Quincy Gilliam	0.50	\$ 41,000.00	0.45	\$ 36,900.00	0.05	\$ 4,100.00
Therapist-Iesha Brooks	0.43	\$ 31,000.00	0.34	\$ 24,800.00	0.09	\$ 6,200.00
Therapist-Jeffery Allen	0.58	\$ 42,000.00	0.54	\$ 39,000.00	0.04	\$ 3,000.00
Therapist-Stephanie Jones	1.00	\$ 72,000.00	0.14	\$ 61,671.11	0.07	\$ 10,328.89
Therapist-Tanya Gray-Dorsett	0.21	\$ 15,000.00	0.14	\$ 10,000.00	0.07	\$ 5,000.00
Therapist-Andre Price Jackson	0.21	\$ 15,000.00	0.14	\$ 10,000.00	0.07	\$ 5,000.00
Therapist-Abbysinia Wincher	0.21	\$ 15,000.00	0.14	\$ 10,000.00	0.07	\$ 5,000.00
Therapist-Angelique McGuire	0.21	\$ 15,000.00	0.14	\$ 10,000.00	0.07	\$ 5,000.00
Therapist-Shani Stewart	0.21	\$ 15,000.00	0.14	\$ 10,000.00	0.07	\$ 5,000.00
Case Manager-De'Janay Mathews	0.75	\$ 45,000.00	0.25	\$ 27,130.00	0.25	\$ 17,870.00
Quality Assurance-Matthews Ivey	0.43	\$ 41,250.00	0.40	\$ 37,750.00	0.03	\$ 3,500.00
Program Director-Hazel B	0.44	\$ 48,720.00	0.27	\$ 29,232.00	0.17	\$ 19,488.00
Program Manager-Shawneshia Hoover	0.66	\$ 70,000.00	0.50	\$ 52,500.00	0.16	\$ 17,500.00
Totals:	12.60	\$ 1,046,255.00	8.23	\$ 745,905.60	3.33	\$ 300,349.40
Employee Benefits:	26.08%	\$ 272,894.11	26.08%	\$ 194,546.69	26.08%	\$ 78,336.97
TOTAL SALARIES & BENEFITS		\$ 1,319,149.00		\$ 940,452.00		\$ 378,686.00

Appendix B - DPH 4: Operating Expenses Detail

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

Document Date 7/1/2021
 Appendix Number B-1
 Page Number 4
 Fiscal Year 2021-2022
 Funding Notification Date 10/13/21

Expense Categories & Line Items	TOTAL	(251962-10000-10001670-0001)	(251962-10002-10001799-0010)	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 273,940.00	\$ 200,000.00	\$ 73,939.60				
Utilities (telephone, electricity, water, gas)	\$ 60,000.00	\$ 40,000.00	\$ 20,000.00				
Building Repair/Maintenance	\$ 55,547.00	\$ 45,300.00	\$ 10,247.00				
Occupancy Total:	\$ 389,487.00	\$ 285,300.00	\$ 104,187.00	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 35,000.00	\$ 20,000.00	\$ 15,000.00				
Photocopying	\$ 49,671.00	\$ 39,671.00	\$ 10,000.00				
Program Supplies	\$ 35,000.00	\$ 25,000.00	\$ 10,000.00				
Computer Hardware/Software	\$ 70,446.00	\$ 42,613.00	\$ 27,833.00				
Materials & Supplies Total:	\$ 190,117.00	\$ 127,284.00	\$ 62,833.00	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 25,837.00	\$ 5,837.00	\$ 20,000.00				
Insurance	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ 30,000.00	\$ 30,000.00					
General Operating Total:	\$ 55,837.00	\$ 35,837.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 36,000.00	\$ -	\$ 36,000.00				
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -
Rafiki Coalition- 7/1/20 - 6/30/21, Black Health & Healing Summit (\$75,000), 8 Love pop up, Community outreach, engagement meetings @ \$21,875 each(\$175,000)	\$ 250,000.00	\$ 175,000.00	\$ 75,000.00				
Ceres Policy Research - 7/1/21 - 6/30/22, will provide evaluation of Productivity and Program outcomes at \$150/hr x 1066.67 hours	\$ 160,000.00	\$ 160,000.00					
Consultant/Subcontractor Total:	\$ 410,000.00	\$ 335,000.00	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Recruitment	\$ 42,187.00	\$ 22,187.00	\$ 20,000.00				
	\$ -						
Other Total:	\$ 42,187.00	\$ 22,187.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 1,123,628.00	\$ 805,608.00	\$ 318,020.00	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00723							Appendix Number	B-2
Provider Name Homeless Children's Network							Page Number	1
Provider Number 38AS							Fiscal Year	2021-2022
Contract ID Number 1000013667							Funding Notification Date	10/13/21
Program Name Ma'at								
Program Code 38ASMT		38ASMT	38ASMT	38ASMT	38ASMT	38ASMT		
Mode/SFC (MH) or Modality (SUD) 15/10-57, 59		45/10-19	45/10-19	45/10-19	45/10-19	45/10-19		
Service Description OP-MH Svcs		Consultant Train/Supervision (10% cap)	Early Intervention Individual	Early Intervention Group (15% cap)	MH Services Indiv/Family	MH Services Group (5% cap)		
Funding Term (mm/dd/yy-mm/dd/yy):		7/01/2021-06/30/2022	7/01/2021-06/30/2022	7/01/2021-06/30/2022	7/01/2021-06/30/2022	7/01/2021-06/30/2022		
FUNDING USES								
Salaries & Employee Benefits		\$ 554,820	\$ 34,440	\$ 34,440	\$ 34,440	\$ 34,440	\$ 34,440	
Operating Expenses		\$ 186,300	\$ 26,740	\$ 26,740	\$ 26,740	\$ 26,740	\$ 26,740	
Capital Expenses							\$ -	
Subtotal Direct Expenses		\$ 741,120	\$ 61,180	\$ 61,180	\$ 61,180	\$ 61,180	\$ 61,180	
Indirect Expenses		107,680	9,000	9,000	9,000	9,100	9,200	
Indirect %		14.5%	14.7%	14.7%	14.7%	14.9%	15.0%	
TOTAL FUNDING USES		\$ 848,800	\$ 70,180	\$ 70,180	\$ 70,180	\$ 70,280	\$ 70,380	
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity						
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	

TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 274,400	\$ 35,090	\$ 35,090	\$ 35,090	\$ 35,140	\$ 35,190	\$ 450,000
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity						
								\$ -
								\$ -
								\$ -
This row left blank for funding sources not in drop-down list								\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity						
SFPD Reallocation Fund (One-Time)	251929-21748-10036606-0001	\$ 574,400	\$ 35,090	\$ 35,090	\$ 35,090	\$ 35,140	\$ 35,190	\$ 750,000
SFPD Reallocation Fund Carryforward from FY 20-21 (One-	251929-21748-10036606-0001	\$ 274,400	\$ 35,090	\$ 35,090	\$ 35,090	\$ 35,140	\$ 35,190	\$ 450,000
TOTAL OTHER DPH FUNDING SOURCES		\$ 848,800	\$ 70,180	\$ 70,180	\$ 70,180	\$ 70,280	\$ 70,380	\$ 1,200,000
TOTAL DPH FUNDING SOURCES		\$ 848,800	\$ 70,180	\$ 70,180	\$ 70,180	\$ 70,280	\$ 70,380	\$ 1,200,000
NON-DPH FUNDING SOURCES								
								\$ -
This row left blank for funding sources not in drop-down list								\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		848,800	70,180	70,180	70,180	70,280	70,380	1,200,000
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 Reimbursement (CR)		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service 8935		739	739	739	739	740	741	
Unit Type		Staff Minute	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	
Published Rate (Medi-Cal Providers Only)								Total UDC
Unduplicated Clients (UDC)		20	20	20	20	20	20	120

Appendix B - DPH 3: Salaries & Employee Benefits Detail

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

Document Date 7/1/2021
 Appendix Number B-2
 Page Number 2
 Fiscal Year 2021-2022
 Funding Notification Date 10/13/21

Funding Term	TOTAL		251929-21748-10036606-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical Supervisor	1.00	\$ 105,000.00	1.00	\$ 105,000.00										
Therapist	1.00	\$ 72,000.00	1.00	\$ 72,000.00										
Therapist	1.00	\$ 72,000.00	1.00	\$ 72,000.00										
Therapist	1.00	\$ 72,000.00	1.00	\$ 72,000.00										
Therapist	1.00	\$ 72,000.00	1.00	\$ 72,000.00										
Therapist	1.00	\$ 72,000.00	1.00	\$ 72,000.00										
Contract Analyst Specialist	0.50	\$ 40,000.00	0.55	\$ 40,000.00										
	0.00	\$ -												
	0.00	\$ -												
Totals:	7.50	\$ 577,000.00	7.55	\$ 577,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:	26.00%	\$ 150,020.00	26.00%	\$ 150,020.00	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 727,020.00		\$ 727,020.00		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

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

Document Date 7/1/2021
 Appendix Number B-2
 Page Number 3
 Fiscal Year 2021-2022
 Funding Notification Date 10/13/21

Expense Categories & Line Items	TOTAL	251929-21748-10036606-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	(mm/dd/yy-mm/dd/yy):	(07/01/21-06/30/22):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 10,000.00	\$ 10,000.00					
Building Repair/Maintenance	\$ 15,000.00	\$ 15,000.00					
Occupancy Total:	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 25,000.00	\$ 25,000.00					
Photocopying	\$ 28,000.00	\$ 28,000.00					
Program Supplies	\$ 25,000.00	\$ 25,000.00					
Computer Hardware/Software	\$ 25,000.00	\$ 25,000.00					
Materials & Supplies Total:	\$ 103,000.00	\$ 103,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 35,000.00	\$ 35,000.00					
Insurance	\$ -						
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
General Operating Total:	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 15,000.00	\$ 15,000.00					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Soul of pride consultants	\$ 80,000.00	\$ 80,000.00					
Ceres Policy research-Productivity \$150/hr @ 413.33 hours	\$ 62,000.00	\$ 62,000.00					
Consultant/Subcontractor Total:	\$ 142,000.00	\$ 142,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 6: Indirect Detail

Contractor Name Homeless Children's network

Page Number 4

Contract ID Number 1000013667

Fiscal Year 2021-2022

Funding Notification Date 10/13/21

Document Date 7/1/2021

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Executive Director	0.12	\$ 25,000.00
Clinical Director	0.04	\$ 5,000.00
Finance Specialist	0.05	\$ 5,000.00
Development/Communications Director	0.04	\$ 12,000.00
HR Manager	0.18	\$ 20,000.00
Operations Manager	0.17	\$ 15,980.00

Subtotal:	0.60	\$ 82,980.00
Employee Benefits:	0.0%	\$ -
Total Salaries and Employee Benefits:		\$ 82,980.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Insurance	\$ 25,000.00
IT Support	\$ 25,000.00
Occupancy Expenses	\$ 5,000.00
Utilities	\$ 15,000.00
Total Operating Costs	\$ 70,000.00

Total Indirect Costs	\$ 152,980.00
-----------------------------	----------------------

Appendix F
Invoice

**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: 07/01/2021 - 06/30/2022

PHP Division: Behavioral Health Services

INVOICE NUMBER: M17JL21

Template Version: Amendment 1
User Cd

Ct. PO No.: POHM SFGOV-0000547237

Fund Source: MH WO DCYF CH AARFQ

Invoice Period: July 2021

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	\$ 300,349.00	\$ -	\$ -	0.00%	\$ 300,349.00
Fringe Benefits	\$ 78,337.00	\$ -	\$ -	0.00%	\$ 78,337.00
Total Personnel Expenses	\$ 378,686.00	\$ -	\$ -	0.00%	\$ 378,686.00
Operating Expenses:					
Occupancy	\$ 104,187.00	\$ -	\$ -	0.00%	\$ 104,187.00
Materials and Supplies	\$ 62,833.00	\$ -	\$ -	0.00%	\$ 62,833.00
General Operating	\$ 20,000.00	\$ -	\$ -	0.00%	\$ 20,000.00
Staff Travel	\$ 36,000.00	\$ -	\$ -	0.00%	\$ 36,000.00
Consultant/Subcontractor	\$ 75,000.00	\$ -	\$ -	0.00%	\$ 75,000.00
Others: Recruitment	\$ 20,000.00	\$ -	\$ -	0.00%	\$ 20,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 318,020.00	\$ -	\$ -	0.00%	\$ 318,020.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 696,706.00	\$ -	\$ -	0.00%	\$ 696,706.00
Indirect Expenses	\$ 103,294.00	\$ -	\$ -	0.00%	\$ 103,294.00
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#
1000011726

Invoice Number
M17JL21

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-April Silas	0.30	\$ 42,655.00	\$ -	\$ -	0.00%	\$ 42,655.00
Assoc Dir Ma'at Program-Mack	0.11	\$ 11,088.00	\$ -	\$ -	0.00%	\$ 11,088.00
Clinical Director-Bonnie Harrison	0.25	\$ 26,979.00	\$ -	\$ -	0.00%	\$ 26,979.00
Clinical Supervisor-Autmm Beard	0.10	\$ 9,265.00	\$ -	\$ -	0.00%	\$ 9,265.00
Associate Program Director-Eric Subido	0.17	\$ 16,261.00	\$ -	\$ -	0.00%	\$ 16,261.00
Therapist-Mark Jefferson	0.25	\$ 18,280.00	\$ -	\$ -	0.00%	\$ 18,280.00
Therapist-Nanjonjo Mukungu	0.16	\$ 11,589.00	\$ -	\$ -	0.00%	\$ 11,589.00
Therapist-Bianca Aaron	0.38	\$ 27,948.00	\$ -	\$ -	0.00%	\$ 27,948.00
Therapist-Maciell Cole	0.26	\$ 18,968.00	\$ -	\$ -	0.00%	\$ 18,968.00
Therapist-Tysean Bonds	0.14	\$ 10,329.00	\$ -	\$ -	0.00%	\$ 10,329.00
Therapist-Quincy Gilliam	0.05	\$ 4,100.00	\$ -	\$ -	0.00%	\$ 4,100.00
Therapist-Iesha Brooks	0.09	\$ 6,200.00	\$ -	\$ -	0.00%	\$ 6,200.00
Therapist-Jeffery Allen	0.04	\$ 3,000.00	\$ -	\$ -	0.00%	\$ 3,000.00
Therapist-Stephanie Jones	0.07	\$ 10,329.00	\$ -	\$ -	0.00%	\$ 10,329.00
Therapist-Tanya Gray-Dorsett	0.07	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Therapist-Andre Price Jackson	0.07	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Therapist-Abbyssinia Wincher	0.07	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Therapist-Angelique McGuire	0.07	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Therapist-Shani Stewart	0.07	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Case Manager-De'Janay Mathews	0.25	\$ 17,870.00	\$ -	\$ -	0.00%	\$ 17,870.00
Quality Assurance-Matthews Ivey	0.03	\$ 3,500.00	\$ -	\$ -	0.00%	\$ 3,500.00
Program Director-Hazel B	0.17	\$ 19,488.00	\$ -	\$ -	0.00%	\$ 19,488.00
Program Manager-Shawneshia Hoover	0.16	\$ 17,500.00	\$ -	\$ -	0.00%	\$ 17,500.00
TOTAL SALARIES	3.33	\$ 300,349.00	\$ -	\$ -	0.00%	\$ 300,349.00

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: 07/01/2021 - 06/30/2022

PHP Division: Behavioral Health Services

INVOICE NUMBER:	M18JL21
Template Version	MYE
	User Cd
Ct. PO No.: POHM	SFGOV-0000547237
Fund Source:	MH CYF Fed/ County GF (Match) CODB
Invoice Period:	July 2021
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	289,920	126			-	-	0%	0%	289,920	126	100%	100%
15/ 01 - 09 OP-Case Mgt Brokerage	33,510	10			-	-	0%	0%	33,510	10	100%	100%
45/ 20 - 29 OS-Cmnty Client Svcs	8,391	20			-	-	0%	0%	8,391	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 745,906.00	\$ -	\$ -	0.00%	\$ 745,906.00
Fringe Benefits	\$ 194,557.00	\$ -	\$ -	0.00%	\$ 194,557.00
Total Personnel Expenses	\$ 940,463.00	\$ -	\$ -	0.00%	\$ 940,463.00
Operating Expenses:					
Occupancy	\$ 285,300.00	\$ -	\$ -	0.00%	\$ 285,300.00
Materials and Supplies	\$ 127,284.00	\$ -	\$ -	0.00%	\$ 127,284.00
General Operating	\$ 35,837.00	\$ -	\$ -	0.00%	\$ 35,837.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 335,000.00	\$ -	\$ -	0.00%	\$ 335,000.00
Others: Recruitment	\$ 22,187.00	\$ -	\$ -	0.00%	\$ 22,187.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 805,608.00	\$ -	\$ -	0.00%	\$ 805,608.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 1,746,071.00	\$ -	\$ -	0.00%	\$ 1,746,071.00
Indirect Expenses	\$ 251,099.00	\$ -	\$ -	0.00%	\$ 251,099.00
TOTAL EXPENSES	\$ 1,997,170.00	\$ -	\$ -	0.00%	\$ 1,997,170.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:
MH CYF Fed/ County GF (Match) - 251962-10000-10001670-0001 \$1,900,000
MH CYF COUNTY WO CODB - 251962-10000-10001670-0001 \$97,170

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#
1000011726

Invoice Number
M18JL21

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-April Silas	0.41	\$ 57,345.00	\$ -	\$ -	0.00%	\$ 57,345.00
Assoc Dir Ma'at Program-Mack	0.13	\$ 14,112.00	\$ -	\$ -	0.00%	\$ 14,112.00
Clinical Director-Bonnie Harrison	0.40	\$ 41,606.00	\$ -	\$ -	0.00%	\$ 41,606.00
Clinical Supervisor-Autmm Beard	0.22	\$ 20,735.00	\$ -	\$ -	0.00%	\$ 20,735.00
Associate Program Director-Eric Subido	0.17	\$ 16,239.00	\$ -	\$ -	0.00%	\$ 16,239.00
Therapist-Mark Jefferson	0.75	\$ 53,721.00	\$ -	\$ -	0.00%	\$ 53,721.00
Therapist-Nanjonjo Mukungu	0.34	\$ 24,411.00	\$ -	\$ -	0.00%	\$ 24,411.00
Therapist-Bianca Aaron	0.62	\$ 44,052.00	\$ -	\$ -	0.00%	\$ 44,052.00
Therapist-Maciell Cole	0.74	\$ 53,032.00	\$ -	\$ -	0.00%	\$ 53,032.00
Therapist-Tysean Bonds	0.86	\$ 61,671.00	\$ -	\$ -	0.00%	\$ 61,671.00
Therapist-Quincy Gilliam	0.45	\$ 36,900.00	\$ -	\$ -	0.00%	\$ 36,900.00
Therapist-Ilesha Brooks	0.34	\$ 24,800.00	\$ -	\$ -	0.00%	\$ 24,800.00
Therapist-Jeffery Allen	0.54	\$ 39,000.00	\$ -	\$ -	0.00%	\$ 39,000.00
Therapist-Stephanie Jones	0.14	\$ 61,671.00	\$ -	\$ -	0.00%	\$ 61,671.00
Therapist-Tanya Gray-Dorsett	0.14	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Therapist-Andre Price Jackson	0.14	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Therapist-Abbyssinia Wincher	0.14	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Therapist-Angelique McGuire	0.14	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Therapist-Shani Stewart	0.14	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Case Manager-De'Janay Mathews	0.25	\$ 27,130.00	\$ -	\$ -	0.00%	\$ 27,130.00
Quality Assurance-Matthews Ivey	0.40	\$ 37,750.00	\$ -	\$ -	0.00%	\$ 37,750.00
Program Director-Hazel B	0.27	\$ 29,231.00	\$ -	\$ -	0.00%	\$ 29,231.00
Program Manager-Shawneshia Hoover	0.50	\$ 52,500.00	\$ -	\$ -	0.00%	\$ 52,500.00
TOTAL SALARIES	8.23	\$ 745,906.00	\$ -	\$ -	0.00%	\$ 745,906.00

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: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M20JL21

Template Version: Amendment 1

Ct. PO No.: POHM SFGOV-0000547237

Fund Source: SFPH Reallocation Fund/Carryforward

Invoice Period: July 2021

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-1a Ma'at PC# - 38ASMT 251929-21748-10036606-0001												
15/ 10 - 57, 59, OP-MH Svcs	8,935	20			-	-	0%	0%	8,935	20	100%	100%
45/ 10 - 19, Consultant Train/Supervision (10% cap)	739	20			-	-	0%	0%	739	20	100%	100%
45/ 10 - 19, Early Intervention Individual	739	20			-	-	0%	0%	739	20	100%	100%
45/ 10 - 19, Early Intervention Group (15% cap)	739	20			-	-	0%	0%	739	20	100%	100%
45/ 10 - 19, MH Services Indiv/Family	740	20			-	-	0%	0%	740	20	100%	100%
45/ 10 - 19, MH Services Group (5% cap)	741	20			-	-	0%	0%	741	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 577,000.00	\$ -	\$ -	0.00%	\$ 577,000.00
Fringe Benefits	\$ 150,020.00	\$ -	\$ -	0.00%	\$ 150,020.00
Total Personnel Expenses	\$ 727,020.00	\$ -	\$ -	0.00%	\$ 727,020.00
Operating Expenses:					
Occupancy	\$ 25,000.00	\$ -	\$ -	0.00%	\$ 25,000.00
Materials and Supplies	\$ 103,000.00	\$ -	\$ -	0.00%	\$ 103,000.00
General Operating	\$ 35,000.00	\$ -	\$ -	0.00%	\$ 35,000.00
Staff Travel	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
Consultant/Subcontractor	\$ 142,000.00	\$ -	\$ -	0.00%	\$ 142,000.00
Others	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 320,000.00	\$ -	\$ -	0.00%	\$ 320,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 1,047,020.00	\$ -	\$ -	0.00%	\$ 1,047,020.00
Indirect Expenses	\$ 152,980.00	\$ -	\$ -	0.00%	\$ 152,980.00
TOTAL EXPENSES	\$ 1,200,000.00	\$ -	\$ -	0.00%	\$ 1,200,000.00
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
Prepared: 1/11/2022

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

Appendix F
PAGE B

Contract ID#
1000013667

Invoice Number
M20JL21

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
Clinical Supervisor	1.00	\$ 105,000.00	\$ -	\$ -	0.00%	\$ 105,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Contract Analyst Specialist	0.50	\$ 40,000.00	\$ -	\$ -	0.00%	\$ 40,000.00
TOTAL SALARIES	7.50	\$ 577,000.00	\$ -	\$ -	0.00%	\$ 577,000.00

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: _____

Appendix G
Dispute Resolution Procedure
For Health and Human Services Nonprofit Contractors
9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as

appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

APPENDIX H

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

1.2 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
2. Communicating with the SFDPH IT Service Desk;
3. Providing Agency Data User(s) details to the City;
4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
6. Provisioning and deprovisioning Agency Data Users as detailed herein.

To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

1.7 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

1.8 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

1.9 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

1.10 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

1.11 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

1.12 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

1.13 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

1.14 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

1.15 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

1.16 Removable media devices.

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

1.17 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

1.18 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

1.19 System Timeout.

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

1.20 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

1.21 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

1.24 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security

software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

1.27 Disaster Recovery.

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

1.28 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

1.29 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

1.34 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

- 1.** Read information displayed or transmitted by the System accurately and completely;
- 2.** Ensure that Agency Data Users are trained on the use of the System;
- 3.** Be responsible for decisions made based on the use of the System;
- 4.** Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- 5.** Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;

7. Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

1. **Investigation of Breach and Security Incidents:** The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include,

but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3. **Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

4. **Sample Notification to Individuals:** If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 **Media Communications**

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

**Attachment 1 to Appendix H
System Specific Requirements**

I. For Access to SFDPH Epic through Care Link the following terms shall apply:

A. SFDPH Care Link Requirements:

1. Connectivity.
 - a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Compliance with Epic Terms and Conditions.
 - a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:
3. Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.
 - a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system

and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Information Technology (IT) Support.
 - a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
3. Access Control.
 - a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
 - b. Each user is unique and agrees not to share accounts or passwords.
 - c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
 - d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
 - e. Applicants must complete myAvatar Training.
 - f. Level of access is based on "Need to Know", job duties and responsibilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2022

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

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

PRODUCER Pacific Diversified Insurance Services 363 Civic Dr. Suite 100 Pleasant Hill CA 94523	CONTACT NAME: Certificate Department PHONE (A/C. No. Ext): 925-686-2860 E-MAIL ADDRESS: Certificates@pdins.com	FAX (A/C. No): 925-686-6118
	INSURER(S) AFFORDING COVERAGE	
License#: 0K07568 HOMECHI-01	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
INSURED Homeless Children's Network 3450 3rd Street Unit 1C San Francisco CA 94124	INSURER B: State Compensation Insurance Fund of California	NAIC # 35076
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 534000804

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		PHPK2354599	1/22/2022	1/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SEXUAL/ABUSE AND PRO \$ 1,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK2354599	1/22/2022	1/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB794846	1/22/2022	1/22/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	150257322	1/22/2022	1/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EPL			PHSD1698234	3/6/2022	3/6/2023	Policy Limit: 1,000,000
A	Cyber Liab.			PHSD1682678	12/22/2021	12/22/2022	Policy Limit: 1,000,000
A	Crime / Fidelity			PHPK2354599	1/22/2022	1/22/2023	Policy Limit: 500,000

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

As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability Additional Insured including Waiver of Subrogation PI-GLD-HS 10-11. Special Event Endorsement PI-SE-001 07-18. The City and County of San Francisco, its officers, agents, employees and San Francisco Human Rights Commission. The General Liability is primary insurance to any other insurance available to the Additional Insured's, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought per the attached endorsements Additional insured CG2026 04-13, Primary and Non-Contributory PI-GL-005 07-12: Auto Liability Additional Insured CA2048 0299; Waiver of Subrogation Workers' Compensation per attached endorsement 10217 04-18.

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco Department of Public Health
 1380 Howard St.
 San Francisco, CA 94103

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.**d.** is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

K. Key and Lock Replacement – Janitorial Services Client Coverage**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is

amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EVENTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. This insurance applies to "bodily injury", "property damage", and "personal and advertising injury" arising out of all of your special events with the following exceptions unless scheduled in paragraph **C. SCHEDULE OF SPECIAL EVENTS** below:

- Parades sponsored by the Insured
- Shooting activities
- Fireworks
- Carnivals and fairs with mechanical rides sponsored by the Insured
- Hip-Hop or Rap concerts
- Events including contact sports
- Rodeos sponsored by the Insured
- Political Rallies
- Any event with greater than 2,500 people at any one time (including otherwise acceptable events)
- Any event with liquor provided by the Insured if a license is required for such activity.

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

C. SCHEDULE OF SPECIAL EVENTS:

Event(s)	Date(s)

This endorsement is not intended to replace, supersede or provide additional coverage or limits for a special event(s) if there is a separate policy in place providing coverage for the same special event(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

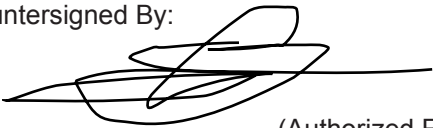
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01/22/2022	Countersigned By:  (Authorized Representative)
Named Insured: Homeless Children's Network	

SCHEDULE

Name of Person(s) or Organization(s): City and County of San Francisco Department of Public Health

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION



1502573-22
RENEWAL
NA
5-21-93-13
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 22, 2022 AT 12.01 A.M.
AND EXPIRING JANUARY 22, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

HOMELESS CHILDREN'S NETWORK

3450 3RD ST STE 1C
SAN FRANCISCO, CA 94124

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

THE CITY AND COUNTY OF SAN FRANCISCO

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

HOMELESS CHILDREN'S NETWORK

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 22, 2022

2570

A handwritten signature in black ink, appearing to read "Kent R. Vaclavik".

AUTHORIZED REPRESENTATIVE

A handwritten signature in black ink, appearing to read "Vanessa Steiner".

PRESIDENT AND CEO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 01/22/2022

Name of Person or Organization (Additional Insured):

City and County of San Francisco Department of Public Health
1380 Howard St
San Francisco, CA 94103

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): City and County of San Francisco</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.