

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2026, 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 performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, pursuant to Administrative Code Section 21.42(a), the Health Commission passed Resolution No. 26-11 on May 4, 2026, designating this Agreement as a sole source.

WHEREAS, this Amendment is consistent with approval obtained on August 31, 2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC00001937 which authorizes the award of multiple agreements, the total value of which cannot exceed \$349,700,000 and the individual duration of which cannot exceed 132 months; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because of the funding source and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under Resolution Number XXX-XX approved on , 2026 in the amount of \$11,786,969 for the period commencing October 1, 2024 and ending June 30, 2027; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term “Agreement” shall mean the Agreement dated October 1, 2024 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 Scope of the Agreement

The Agreement is hereby modified as follows:

2.1 Term of the Agreement. Section 2.1 Term of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on October 1, 2024 and expire on June 30, 2026, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on October 1, 2024 and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 Calculation of Charges. Section 3.3.1 Calculation of Charges currently reads as follows:

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed **Eight Million Five Hundred Thirty-Four Thousand Seven Hundred Twelve Dollars (\$8,534,712)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not 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.

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

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed **Eleven Million Seven Hundred Eighty-Six Thousand Nine Hundred Sixty-Nine Dollars (\$11,786,969)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not 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 Appendix B and B-1 to B-2. Appendix B and B-1 to B-2 are hereby replaced in their entirety by Appendix B and B-1 to B-2 attached to this Amendment One and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B and B-1 to B-2 in any place, the true meaning shall be Appendix B and B-1 to B-2 which is a correct and updated version.

2.4 Appendix D, Third Party Computer System Access Agreement. Appendix D is hereby replaced in its entirety by Appendix D attached to this Amendment One and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D which is a correct and updated version.

2.4 Appendix E, Business Associate Agreement. Appendix E dated January 10, 2024 is hereby deleted from the Agreement.

Article 3 Updates of Standard Terms to the Agreement

3.1 Article 1. Definitions. The following are hereby added to the Agreement as Definitions in Article 1, replacing the previous Sections 1.1 through 1.10 in their entirety.

1.1 **"Agreement"** means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 **"Appendices"** means the appendices listed in Article 14 ("Appendices") herein

1.3 **“Artificial Intelligence”** or “Artificial Intelligence Model” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

1.4 **“Artificial Intelligence System”** means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

1.5 **Reserved. (“Business Associate” or “BAA”).**

1.6 **“City”** means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the Department of Public Health.

1.7 **“City Data”** means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.8 **“CMD”** means the Contract Monitoring Division of the City.

1.9 **“Confidential Information”** means confidential City information including, but not limited to, personal 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. Confidential Information includes, without limitation, City Data.

1.10 **“Contractor”** means [insert name and address of contractor].

1.11 **“Deliverable Data”** means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

1.12 **“Deliverables”** means Contractor’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.13 **“Generative Artificial Intelligence”** means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence’s training data.

1.14 **Reserved. (“Health Care Component”).**

1.15 **Reserved. (“Hybrid Entity”).**

1.16 **“Mandatory City Requirements”** means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.17 **“Party” and “Parties”** means City and Contractor either individually or collectively.

1.18 **“Personal Identifiable Information (PII)”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

1.19 “**Services**” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

3.2 Certification of Funds; Budget and Fiscal Provisions. The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.4 in its entirety.

3.3.4 Invoicing. Contractor shall invoice the City for the Services provided under this Agreement on a timely basis, and in no event later than 30 days after delivery of the Services as specified in Appendix B, Calculation of Charges, except for the last invoice of the fiscal year which must be submitted within [15] days before the end of July. Invoices submitted by Contractor 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 3.3.8, 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 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.

3.3 Getting paid by City for Services. The following Section 3.3.6 is hereby deleted from Article 3 of the Agreement in its entirety.

3.3.6 Getting paid by City for Services.

a. City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org)

b. At the option of City, Contractor may be required to submit invoices directly in the City’s financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

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

3.4.1 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 \$1,000,000 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 \$1,000,000 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 3.4.2 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.

3.5 Contract Amendments; Budget Revisions. *The following Section 3.7 is hereby deleted from 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.

3.6 Warranty. *The following Section 4.6 is hereby deleted from the Agreement.*

4.6 Reserved. (Service Warranties).

3.7 Liability of City. *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 6.1 in its entirety.*

6.1 Liability of City. CITY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES AND CONTRACT NOT TO EXCEED AMOUNT" OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY

BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

3.8 Termination for Default; Remedies. *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2.1 in its entirety.*

8.2 Termination for Default; Remedies.

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

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

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

3.9 Rights and Duties upon Termination or Expiration. *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.4 in its entirety.*

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 Section 8.4, “Rights and Duties upon Termination or Expiration,” and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
3.3.6(b)	Grant Funded Contracts – Disallowance	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Promptly upon expiration of this Agreement, or promptly upon receipt by _____

Contractor of notice of termination of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

3.10 Governmental-Conduct Related Contractual Obligations. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.2 in its entirety.*

10.2 Governmental-Conduct Related Contractual Obligations.

10.2.1 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.2.2 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.2.3 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract and has provided the names of the persons required to be informed to the City department with whom it is contracting.

3.11 Employment Related Contractual Obligations. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.3 in its entirety.*

10.3 Employment-Related Contractual Obligations.

10.3.1 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of San Francisco Administrative Code Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.3.2 Minimum Compensation Ordinance. San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.3.3 Health Care Accountability Ordinance. San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.3.4 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.3.5 Working with Minors. Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95.

10.3.6 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for

violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

10.3.7 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.3.8 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in Article 131.2.

3.12 Environmental Related Contractual Obligations. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety.*

10.4 Environmental-Related Contractual Obligations.

10.4.1 Packaged Water Prohibition. The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

10.4.2 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.4.3 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.4.4 Sugar-Sweetened Beverage Prohibition. The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

3.13 Slavery Era Disclosure. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.5 in its entirety.*

10.5 Slavery Era Disclosure. (Reserved)

3.14 Nonprofit Contractor Obligations. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.6 in its entirety.*

10.6 Nonprofit Contractor Obligations.

10.6.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.6.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$1,000,000 in City or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.15 Sections 10.7-10.18. Sections 10-17-10.18 are hereby deleted from the Agreement in their entirety.

3.16 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 101 Grove Street San Francisco, CA 94103 Anthony Buckman Contracts Development and Technical Analysis 1380 Howard Street San Francisco, CA 94102 Anthony.Buckman@sfdph.org (628) 754-9551
To Contractor:	April Silas Executive Director Homeless Children’s Network 3265 17 th Street, Suite 104 San Francisco, CA 94110 april@hcnkids.org (415) 437-3990 x308

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

3.17 Compliance with Laws Requiring Access for People with Disabilities. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.2 in its entirety.*

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology (“ICT”) and/or Services provided under this Agreement.

11.2.3 Web and Mobile Content Accessibility. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice’s Title II Rule on the accessibility of web content and mobile applications Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>), as amended from time to time]. Contractor shall ensure that all ICT provided under this Agreement fully conforms to the Department of Justice’s Title II rules and, if applicable, the applicable Revised 508 Standard, prior to delivery and before the City’s final acceptance of the Services and/or Deliverables.

3.18 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 in the Recitals section of this Agreement are a substantive portion of this Agreement and are hereby incorporated into and made part of this Agreement.

3.19 Negotiation; Alternative Dispute Resolution. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.6.1 in its entirety.*

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. The city may elect, in its sole discretion, to participate in informal dispute resolution proceedings. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under Section 11.6.

3.20 Health and Human Service Contract Dispute Resolution Procedure. *The following is hereby deleted from Article 11 of the Agreement in its entirety.*

11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix [G] incorporated herein by this reference.

3.21 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. If the Appendices to this Agreement include any Contractor terms, Contractor agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflict in language between City's terms and Contractor's terms, City's terms shall take precedence. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

3.22 No Third-Party Beneficiaries. *The following is hereby added to Article 11 of the Agreement.*

11.15 No Third-Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

3.23 Exclusion Lists and Employee Verification. *The following are hereby added to Article 12 of the Agreement, replacing the previous Sections 12.1-12.6 in its entirety.*

12.1 Exclusion Lists and Employee Verification. Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists must be retained for seven years.

12.2 Prevention of Fraud, Waste and Abuse. Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

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.

12.4 **Materials Review.** Contractor agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. Contractor agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. City agrees to conduct the review in a manner which does not impose unreasonable delays on Contractor's work, which may include review by members of target communities.

12.5 **Emergency Response.** Contractor will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The Plan should include site specific plans to respond at the time of an emergency (emergency response plans) and plans to continue essential services after a disaster (continuity of operations plans). The agency-wide plan should address disaster coordination between and among service sites. Contractor will update the Agency/site(s) plan as needed and Contractor will train all employees regarding the provisions of the plan for their Agency/site(s). Contractor will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan and a continuity of operations plan for each of its service sites. Contractor is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

In a declared emergency, Contractor's employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as Contractor's prime contacts with Community Programs in the event of a declared emergency.

12.6 **Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.3.25

3.24 Contract Amendments; Budgeting Revisions. *The following Section 12.7 is hereby added to Article 12 of the Agreement in its entirety.*

12.7 Contract Amendments; Budgeting Revisions.

12.7.1 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).

12.7.2 City Revisions to Program Budgets: The City shall have authority, without the execution of a Formal Amendment, to (1) purchase additional Services within the Statement of Work or (2) reallocate funding among the Services within the Statement of Work. Any change made under this Subsection 12.7.2 must not involve an increase in the Maximum Cost or Amount Not to Exceed or a change to the Term of this Agreement, and must be approved in writing by both Parties, by a person with legal authority to bind their respective Party to its terms. Contractor shall not proceed with any work contemplated in any revision to program budget until Contractor receives written notification from City to commence such work. All revisions to program budget will become part of this Agreement, after written execution by the Parties, which will then form the new baseline upon which future changes will be measured.

3.25 Business Associate Agreement. *The following is hereby added to Article 13 of the Agreement, replacing the previous Article 13.3 in its entirety.*

13.3 Business Associate Agreement. The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement (“BAA”) that shall be attached to this Agreement as Appendix E, and incorporated as though fully set forth herein. Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

3.26 Management of City Data. *The following is hereby added to Article 13 of the Agreement, replacing the previous Article 13.4 in its entirety.*

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right

to City Data, 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables. Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City’s prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City’s rights in and to the Deliverables under Article 9, “Rights in Deliverables,” or the City Data confidentiality and security requirements under Article 13, “Data and Security,” of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City’s request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors’ environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. 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.

3.27 Cybersecurity Risk Assessment. *The following is hereby added to Article 13 Section 13.8 in its entirety.*

13.8 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment (“CRA”) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

3.28 Appendices. *The following is hereby added to Article 14 of the Agreement, replacing the previous Article 14 in its entirety.*

14.1 Appendices. The following appendices (“Appendices” in the plural and each an “Appendix” in the singular) are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved. (Insurance Waiver).
- D: System Access Agreement
- E: Reserved. (Business Associate Agreement)
- F: Invoices
- G: Dispute Resolution

H: Substance Abuse Disorder Services

3.29 MacBride Principles-Northern Ireland. *The following is hereby added to Article 15 of the Agreement in its entirety.*

15.1 MacBride Principles – Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

Article 4 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 5 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:

Daniel Tsai
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Arnulfo Medina
Deputy City Attorney

CONTRACTOR

HOMELESS CHILDREN’S NETWORK

APRIL SILAS
Executive Director

Supplier Number: 0000018734

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

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, and 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 Mental Health Service Act (Prop 63) portions 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. Programs are listed below:

- Appendix B-1 Ma'at Program
(Update funding for 2026-27 and extend contract to June 30, 2027)
- Appendix B-2 PEI Program
(Program defunded from this contract effective January 1, 2027 and to be re-awarded to a new contractor under Mental Health Specialty RFP)

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, \$442,691 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. 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 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 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.

October 1, 2024 to June 30, 2025	\$ 3,329,419
July 1, 2025 to June 30, 2026	\$ 4,325,769
July 1, 2026 to June 30, 2027	\$ 3,689,090
SubTotal October 1, 2024 to June 30, 2027	\$ 11,344,278
Contingency	\$442,691
TOTAL October 1, 2024 to June 30, 2027	\$ 11,786,969

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 00723							Appendix B
Legal Entity Name/Contractor Name Homeless Children's Network							Fiscal Year 2025-2026
Contract ID Number 1000032808							Funding Notification Date Tentative
Appendix Number	B-1	B-2	B-#	B-#	B-#	B-#	
Provider Number	38AS	38AS					
Program Name	Ma'at Program	PEI					
Program Code	38ASMT	N/A					
Funding Term	7/1/2026-6/30/2027	7/1/2026-6/30/2027					
FUNDING USES							TOTAL
Salaries	\$ 1,701,952	\$ 696,920					\$ 2,398,872
Employee Benefits	\$ 510,586	\$ 209,076					\$ 719,662
Subtotal Salaries & Employee Benefits	\$ 2,212,538	\$ 905,996	\$ -	\$ -	\$ -	\$ -	\$ 3,118,534
Operating Expenses	\$ 441,673	\$ 201,270					\$ 642,943
Subtotal Direct Expenses	\$ 2,654,211	\$ 1,107,266	\$ -	\$ -	\$ -	\$ -	\$ 3,761,477
Indirect Expenses	\$ 398,200	\$ 166,092					\$ 564,292
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 3,052,411	\$ 1,273,358	\$ -	\$ -	\$ -	\$ -	\$ 4,325,769
							Employee Benefits Rate 30.0%
BHS MENTAL HEALTH FUNDING SOURCES							
<i>Anticipated Reduction for Jan 1, 2027 to June 30, 2027</i>			\$ (636,679)				
MHSA-PEI		\$ 1,273,358					\$ 1,273,358
MH WO DCYF CH AARFQ	\$ 800,000						\$ 800,000
MH FED SDMC FFP (50%) CYF	\$ 600,000						\$ 600,000
MH CYF COUNTY General Fund (Match)	\$ 600,000						\$ 600,000
MH CYF COUNTY General Fund	\$ 998,018						\$ 998,018
MH CYF COUNTY General Fund (CODB FY24-26)	\$ 54,393						\$ 54,393
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 3,052,411	\$ 1,273,358	\$ -	\$ -	\$ -	\$ -	\$ 4,325,769
BHS SUD FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 3,052,411	\$ 1,273,358	\$ -	\$ -	\$ -	\$ -	\$ 4,325,769
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 3,052,411	\$ 1,273,358	\$ -	\$ -	\$ -	\$ -	\$ 4,325,769
Prepared By Jackie Ondatje				Phone Number 415-237-2639			

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 1		
Provider Number 38AS		Fiscal Year 2025-2026		
Contract ID Number 1000032808		Funding Notification Date Tentative		
Program Name	Ma'at Program			
Program Code	38ASMT	38ASMT	38ASMT	
Mode (MH) or Modality (SUD)	15	45/10-19	55/01-03	
Service Description	Outpatient Services	OS-Cmmty Client Svcs	Medi-Cal Outreach	
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/2025-6/30/2026	7/1/2025-6/30/2026	7/1/2025-6/30/2026	
FUNDING USES				TOTAL
Salaries & Employee Benefits	\$ 1,053,500	\$ 632,130	\$ 526,908	\$ 2,212,538
Operating Expenses	\$ -	\$ 119,514	\$ 322,159	\$ 441,673
Subtotal Direct Expenses	\$ 1,053,500	\$ 751,644	\$ 849,067	\$ 2,654,211
Indirect Expenses	\$ 158,500	\$ 113,050	\$ 126,650	\$ 398,200
Indirect %	15.05%	15.04%	14.92%	15.0%
TOTAL FUNDING USES	\$ 1,212,000	\$ 864,694	\$ 975,717	\$ 3,052,411
BHS MENTAL HEALTH FUNDING SOURCES				
MH WO DCYF CH AARFQ		\$ 800,000		\$ 800,000
MH FED SDMC FFP (50%) CYF	\$ 600,000			\$ 600,000
MH CYF COUNTY General Fund (Match)	\$ 600,000			\$ 600,000
MH CYF COUNTY General Fund		\$ 54,393	\$ 975,717	\$ 1,030,110
MH CYF COUNTY General Fund (CODB FY25-26)	\$ 12,000	\$ 10,301		\$ 22,301
				\$ -
This row left blank for funding sources not in drop-down list				\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,212,000	\$ 864,694	\$ 975,717	\$ 3,052,411
BHS SUD FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	1,212,000	864,694	975,717	-
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	Outpatient Blended Rate (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	
Unduplicated Clients (UDC)	70	50	40	
DPH Units of Service (LEAVE BLANK IF payment method = Outpatient Blended Rate)	2,839	2,250	1,000	
Unit Type	Staff Hour	Staff Hour	Staff Hour	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 426.91	\$ 384.24	\$ 975.72	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 426.91	\$ 384.24	\$ 975.72	\$ -
Published Rate (Medi-Cal Providers Only)				
Cost Per Unit - Outpatient Blended Rate				
Unduplicated Clients (UDC)				160

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000032808
 Program Name Ma'at Program
 Program Code 38ASMT

Appendix Number B-1
 Page Number 2
 Fiscal Year 2025-2026
 Funding Notification Date Tentative

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		251962-10000-10001670-0001 - Outpatient Services		251962-10002-10001799-0010 - Community Client Services		251962-10000-10001670-0001 - Community Client Services	
		7/1/2025-6/30/2026		7/1/2025-6/30/2026		7/1/2025-6/30/2026		7/1/2025-6/30/2026	
		FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Afri-centric Mental Health Programs	Non Billing Staffing	0.50	\$ 77,380.00	0.15	\$ 23,556.50	0.04	\$ 6,508.00	0.31	\$ 47,315.50
Chief Executive Officer	Non Billing Staffing	0.30	\$ 88,500.00					0.30	\$ 88,500.00
Chief Operating Officer	Non Billing Staffing	0.25	\$ 57,500.00					0.25	\$ 57,500.00
Ma'at Program Manager	Non Billing Staffing	1.00	\$ 119,694.00	0.50	\$ 59,847.00			0.50	\$ 59,847.00
Ma'at Child and Family Therapist	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPH	1.00	\$ 110,000.00	1.00	\$ 110,000.00				
Ma'at Child and Family Therapist	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPH	1.00	\$ 110,000.00	1.00	\$ 110,000.00				
Ma'at Child and Family Therapist	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPH	1.00	\$ 110,000.00	1.00	\$ 110,000.00				
Ma'at Child and Family Therapist	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPH	1.00	\$ 110,000.00	1.00	\$ 110,000.00				
Therapist Ma'at	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPH	0.57	\$ 66,981.00	0.57	\$ 66,981.00				
Clinical Supervisor	Non Billing Staffing	0.75	\$ 97,500.00					0.75	\$ 97,500.00
Case Manager	Non Billing Staffing	1.00	\$ 92,838.00			0.41	\$ 38,186.50	0.59	\$ 54,651.50
Case Manager	Non Billing Staffing	0.40	\$ 36,237.00			0.40	\$ 36,237.00		
CCO Director	Non Billing Staffing	0.30	\$ 52,680.00			0.30	\$ 52,680.00		
QA Associate	Non Billing Staffing	0.25	\$ 25,789.00			0.25	\$ 25,789.00		
QA Associate	Non Billing Staffing	0.25	\$ 27,598.00			0.25	\$ 27,598.00		
QA Associate	Non Billing Staffing	0.25	\$ 15,469.00			0.25	\$ 15,469.00		
Ma'at Child and Family Therapist - Open	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPH	1.00	\$ 110,000.00	1.00	\$ 110,000.00				
Ma'at Child and Family Therapist	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPH	1.00	\$ 110,000.00	1.00	\$ 110,000.00				
Clinical Director - Open	Non Billing Staffing	0.35	\$ 54,457.00			0.35	\$ 54,457.00		
Contracts Manager	Non Billing Staffing	0.20	\$ 26,821.00			0.20	\$ 26,821.00		
Case Manager	Non Billing Staffing	0.20	\$ 19,000.00			0.20	\$ 19,000.00		
Program Assistant	Non Billing Staffing	0.20	\$ 16,999.00			0.20	\$ 16,999.00		
HR Director	Non Billing Staffing	0.20	\$ 32,121.00			0.20	\$ 32,121.00		
CFO	Non Billing Staffing	0.24	\$ 49,424.00			0.24	\$ 49,424.00		
Program Assistant	Non Billing Staffing	0.20	\$ 16,999.00			0.20	\$ 16,999.00		
Contracts Administrator	Non Billing Staffing	0.25	\$ 26,446.00			0.25	\$ 26,446.00		
HR Recruiter	Non Billing Staffing	0.25	\$ 21,920.00			0.25	\$ 21,920.00		
Communications	Non Billing Staffing	0.20	\$ 19,599.00			0.20	\$ 19,599.00		
		0.00	\$ -						
		0.00	\$ -						
		0.00	\$ -						
		0.00	\$ -						
Totals:		14.11	\$ 1,701,952.00	7.22	\$ 810,384.50	4.19	\$ 486,253.50	2.70	\$ 405,314.00
Employee Benefits:		30.00%	\$ 510,586.00	30.00%	\$ 243,115.00	30.00%	\$ 145,876.40	30.00%	\$ 121,594.40
TOTAL SALARIES & BENEFITS			\$ 2,212,538.00		\$ 1,053,500.00		\$ 632,130.00		\$ 526,908.00

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number <u>1000032808</u>	Appendix Number <u>B-1</u>
Program Name <u>Ma'at Program</u>	Page Number <u>3</u>
Program Code <u>38AS</u>	Fiscal Year <u>2025-2026</u>
Funding Notification Date <u>Tentative</u>	

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001 -	251962-10002-10001799-0010 -	251962-10000-10001670-0001 -
		Outpatient Services	Community Client Services	Community Client Services
Funding Term	7/1/2025-6/30/2026	7/1/2025-6/30/2026	7/1/2025-6/30/2026	7/1/2025-6/30/2026
Rent	\$ 240,000.00		\$ 64,823.58	\$ 175,176.42
Utilities (telephone, electricity, water, gas)	\$ 10,666.00		\$ 3,099.84	\$ 7,566.16
Building Repair/Maintenance	\$ -			
Occupancy Total:	\$ 250,666.00	\$ -	\$ 67,923.00	\$ 182,743.00
Office Supplies	\$ 4,000.00		\$ 1,080.39	\$ 2,919.61
Photocopying	\$ -			
Program Supplies	\$ 4,000.00		\$ 1,080.39	\$ 2,919.61
Computer Hardware/Software	\$ -		\$ -	\$ -
Materials & Supplies Total:	\$ 8,000.00	\$ -	\$ 2,161.00	\$ 5,839.00
Training/Staff Development	\$ 2,250.00		\$ 607.72	\$ 1,642.28
Insurance	\$ -			
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
General Operating Total:	\$ 2,250.00	\$ -	\$ 608.00	\$ 1,642.00
Local Travel	\$ 2,557.00		\$ 690.64	\$ 1,866.36
Out-of-Town Travel	\$ -		\$ -	\$ -
Field Expenses	\$ -			
Staff Travel Total:	\$ 2,557.00	\$ -	\$ 691.00	\$ 1,866.00
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -		\$ -	\$ -
Evaluator: Indigo Cultural Center \$175/hr for ~572hrs Provide evaluation of productivity and program outcomes.	\$ 100,100.00		\$ 27,036.83	\$ 73,063.17
Eryn Reeder Clinical Supervision \$150.00 x 84 hr	\$ 12,600.00		\$ 3,403.24	\$ 9,196.76
Aja Trotter Clinical Supervision \$150.00 x 84 hr	\$ 12,600.00		\$ 3,403.24	\$ 9,196.76
Williams Ma Clinical Supervision \$150.00 x 84 hr	\$ 12,600.00		\$ 3,403.24	\$ 9,196.76
Kathy O'Shea Clinical Supervision \$150.00 x 84 hr	\$ 12,600.00		\$ 3,403.24	\$ 9,196.76
Ricardo Pena Clinical Supervision \$150.00 x 84 hr	\$ 12,600.00		\$ 3,403.24	\$ 9,196.76
Amber Mercader Clinical Supervision \$150.00 x 84 hr	\$ 12,600.00		\$ 3,403.24	\$ 9,196.76
	\$ -		\$ -	\$ -
Consultant/Subcontractor Total:	\$ 175,700.00	\$ -	\$ 47,456.00	\$ 128,244.00
Other (provide detail):	\$ -			
Meetings	\$ -			
Community Outreach	\$ 2,500.00		\$ 675.25	\$ 1,824.75
Other Total:	\$ 2,500.00	\$ -	\$ 675.00	\$ 1,825.00
TOTAL OPERATING EXPENSE	\$ 441,673.00	\$ -	\$ 119,514.00	\$ 322,159.00

BUDGET JUSTIFICATION

Contract ID Number 1000032808 Page 4
 Contractor Name Homeless Children's Network Appendix Number B-1
 Program Name Ma'at Program Fiscal Year 2025-2026

1a) SALARIES

Staff Position 1: Director of Afri-centric Mental Health Programs - Shawneshia Hoover					
Brief description of job duties: Provides programmatic oversight, work plans and direction to staff, reviews, approves, and					
Minimum qualifications: ** Master's Degree or Doctoral Degree in a Behavioral Health field					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$154,760.00	0.50	12	1.00	0.50	\$ 77,380

Staff Position 2: Chief Executive Officer - April Silas					
Brief description of job duties: The Chief Executive Officer is responsible for overseeing the administrative duties, programs and					
Minimum qualifications: ** Doctoral Degree					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$295,000.00	0.30	12	1.00	0.30	\$ 88,500

Staff Position 3: Chief Operating Officer - Kenneth Kim					
Brief description of job duties: Establishes quantitative and qualitative metrics, guidelines, and standards by which the company's					
Minimum qualifications: ** MSc/MBA in Business Administration or relevant field					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$230,000.00	0.25	12	1.00	0.25	\$ 57,500

Staff Position 4: Ma'at Program Manager - Stephanie Jones					
Brief description of job duties: Provides Supervision to program staff, ensures quality of service to target populations, monitors					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$119,694.40	1.00	12	1.00	1.00	\$ 119,694

Staff Position 5: Ma'at Child and Family Therapist - Angelique McGuire					
Brief description of job duties: Provides individual, group, collateral and family therapy and case management to clients who are					
Minimum qualifications: ** Master's Degree in a Behavioral Health field					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$110,000.00	1.00	12	1.00	1.00	\$ 110,000

Staff Position 6: Ma'at Child and Family Therapist - Mickesha Pusey					
Brief description of job duties: Provides individual, group, collateral and family therapy and case management to clients who are					
Minimum qualifications: ** Master's Degree in a Behavioral Health field					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$110,000.00	1.00	12	1.00	1.00	\$ 110,000

Staff Position 7: Ma'at Child and Family Therapist - Michele Seymore					
Brief description of job duties: Provides individual, group, collateral and family therapy and case management to clients who are					
Minimum qualifications: ** Master's Degree in a Behavioral Health field					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$110,000.00	1.00	12	1.00	1.00	\$ 110,000

Staff Position 8: Ma'at Child and Family Therapist - Kenyona Young					
Brief description of job duties: Provides individual, group, collateral and family therapy and case management to clients who are					
Minimum qualifications: ** Master's Degree in a Behavioral Health field					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$110,000.00	1.00	12	1.00	1.00	\$ 110,000

Staff Position 9: Therapist Ma'at - Maciell Cole					
Brief description of job duties: Provides individual, group, collateral and family therapy and case management to clients who are					
Minimum qualifications: ** Master's Degree in a Behavioral Health field					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$117,510.40	0.57	12	1.00	0.57	\$ 66,981

Staff Position 10: Clinical Supervisor - Kimberly Banford					
Brief description of job duties: Provides oversight to all clinical elements of programs; Reviews referrals and assigns cases to					
Minimum qualifications: ** Master's Degree in Behavioral Health field					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$130,000.00	0.75	12	1.00	0.75	\$ 97,500

Staff Position 11: Case Manager - Tysean Bonds					
Brief description of job duties: Provides case management support to self-referred individuals and clients referred from Black					
Minimum qualifications: ** Bachelor's Degree or equivalent					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount

Example Staff Position 1: Program Director					
Ex. Brief description of job duties: Provides primary medical care to program clients including an initial risk assessment, history and physical, ordering pertinent					
Example Minimum qualifications: MD license, 15 hours of HIV-related CME annually, and the direct care of at least 20 HIV positive patients annually, 5 years.					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Total
\$100,000.00	0.75	6	0.50	0.38	\$ 37,500

\$92,838.40	1.00	12	1.00	1.00	\$	92,838
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Staff Position 12: Case Manager - Andraee Nabors						
Brief description of job duties: Provides case management support to self-referred individuals and clients referred from Black						
Minimum qualifications: * Bachelor's Degree or equivalent						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$90,592.00	0.40	12	1.00	0.40	\$	36,237

Staff Position 13: CCO - Matthew Ivey						
Brief description of job duties: Maintains client records in accordance with Medical standards						
Minimum qualifications:						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$175,601.60	0.30	12	1.00	0.30	\$	52,680

Staff Position 14: QA Associate - Monique Lyons						
Brief description of job duties: Maintains client records in accordance with Medical standards. Reports to QA Director.						
Minimum qualifications: * Bachelor's Degree or equivalent						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$103,155.20	0.25	12	1.00	0.25	\$	25,789

Staff Position 15: QA Associate - Callsyn Zielenski						
Brief description of job duties: Maintains client records in accordance with Medical standards. Reports to QA Director.						
Minimum qualifications: * Bachelor's Degree or equivalent						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$110,393.60	0.25	12	1.00	0.25	\$	27,598

Staff Position 16: QA Associate - Elizabeth Gordon						
Brief description of job duties: Maintains client records in accordance with Medical standards. Reports to QA Director.						
Minimum qualifications: * Bachelor's Degree or equivalent						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$61,877.60	0.25	12	1.00	0.25	\$	15,469

Staff Position 17: Ma'at Child and Family Therapist - Open						
Brief description of job duties: Provides individual, group, collateral and family therapy and case management to clients who are						
Minimum qualifications: * Master's Degree in a Behavioral Health field						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$110,000.00	1.00	12	1.00	1.00	\$	110,000

Staff Position 18: Ma'at Child and Family Therapist - Thalia Williams						
Brief description of job duties: Provides individual, group, collateral and family therapy and case management to clients who are						
Minimum qualifications: * Master's Degree in a Behavioral Health field						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$110,000.00	1.00	12	1.00	1.00	\$	110,000

Staff Position 20: Clinical Director - Open						
Brief description of job duties: Provides oversight to all clinical elements of programs; Reviews referrals and assigns cases to						
Minimum qualifications: * Master's Degree in a Behavioral Health field						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$155,592.00	0.35	12	1.00	0.35	\$	54,457

Staff Position 22: Grants Manager - Danielle Severs						
Brief description of job duties: Provides grant support within the program						
Minimum qualifications: Bachelors Degree of Higher						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$134,105.60	0.20	12	1.00	0.20	\$	26,821

Staff Position 23: Case Manager - Isabel Elguhiem						
Brief description of job duties: Provides case management support to self-referred individuals and clients referred from Black						
Minimum qualifications: * Bachelor's Degree or equivalent						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$95,000.00	0.20	12	1.00	0.20	\$	19,000

Staff Position 25: Program Assistant - Myesha McNeal						
Brief description of job duties: Provides general						
Minimum qualifications: * Bachelor's						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$84,996.80	0.20	12	1.00	0.20	\$	16,999

Staff Position 27: HR Director - Joy Iredia						
Brief description of job duties: Manages company resource department						
Minimum qualifications: Master's Degree						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	
\$160,604.00	0.20	12	1.00	0.20	\$	32,121

Staff Position 28: CFO - Jackie Ondatje						
Brief description of job duties: Chief Financial						
Minimum qualifications: 5 + Years experience						
Annual Salary:	Level of Effort	# Months per	Annualized (if less than	FTE	Amount	

Staff Travel: _____

Purpose of Travel	Location	Expense Item	Rate	Amount
Transport from office to client location.	San Francisco	Program Travel	\$15/staff/mo	2,557
Total Staff Travel:				2,557

Consultants/Subcontractors: _____

Consultant/Subcontractor Name	Service Description	Rate	Amount
Evaluator: Indigo Cultural Center	Provide evaluation of productivity and program outcomes.	\$175/hr x 572 hrs	100,100
Eryn Reeder	Clinical Supervision	\$150/hr x 84 hrs	12,600
Aja Trotter	Clinical Supervision	\$150/hr x 84 hrs	12,600
Williams Ma	Clinical Supervision	\$150/hr x 84 hrs	12,600
Kathy O'Shea	Clinical Supervision	\$150/hr x 84 hrs	12,600
Ricardo Pena	Clinical Supervision	\$150/hr x 84 hrs	12,600
Amber Mercader	Clinical Supervision	\$150/hr x 84 hrs	12,600
Total Consultants/Subcontractors:			175,700

Other: _____

Expense Item	Brief Description	Rate	Amount
Community Outreach - Ma'at	Community outreach for program	\$208.33/mo	2,500
Total Other:			2,500

TOTAL OPERATING EXPENSES: 441,673

3) CAPITAL EXPENSES: (Remodeling cost or purchase of \$5,000 or more per unit)

Capital Expense Item	Brief Description	Amount
TOTAL CAPITAL EXPENSES:		-

TOTAL DIRECT EXPENSES: 2,654,211

4) INDIRECT EXPENSES

Describe method and basis for Indirect Cost Allocation.	Amount
Finance and Operations Director, Staff Accountants, HR Director, Recruiter, HR Assistant, Program Assistants, Contracts Adm	398,200

Indirect Rate: 15.00%
TOTAL INDIRECT EXPENSES: 398,200

TOTAL EXPENSES: 3,052,411

\$ 3,052,411.00

Consultant/Subcontractor Name	Service Description	Rate	Cost
Example: Trainers Inc.	Health Education trainings at area schools 4 times per year	\$500/training	2,000

Expense Item	Brief Description	Rate	Cost
Example: Client Stipends	Gift cards to encourage client participation	\$15/card x 20 cards	300

Capital Expense Item	Brief Description	Cost
Example: Kitchen Remodel	Upgrade of kitchen area to expand vocational training program	15,000

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

DHCS Legal Entity Number 00723		B-2
Provider Name <u>meless Children's Network</u>		1
Provider Number 38AS		2025-2026
Contract ID Number 1000032808		Tentative
Program Name	PEI	
Program Code	N/A	
Mode (MH) or Modality (SUD)	45/10-19	
Service Description	OS-MH Promotion	
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/2025-6/30/2026	
FUNDING USES		TOTAL
Salaries & Employee Benefits	\$ 905,996	\$ 905,996
Operating Expenses	\$ 201,270	\$ 201,270
Subtotal Direct Expenses	\$ 1,107,266	\$ 1,107,266
Indirect Expenses	\$ 166,092	\$ 166,092
Indirect %	15.0%	15.0%
TOTAL FUNDING USES	\$ 1,273,358	\$ 1,273,358
BHS MENTAL HEALTH FUNDING SOURCES		
MHSA-PEI	\$ 1,273,358	\$ 1,273,358
		\$ -
		\$ -
		\$ -
MH CYF COUNTY General Fund (CODB FY24-25)		\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,273,358	\$ 1,273,358
BHS SUD FUNDING SOURCES		
		\$ -
		\$ -
		\$ -
		\$ -
This row left blank for funding sources not in drop-down list		\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -
OTHER DPH FUNDING SOURCES		
		\$ -
This row left blank for funding sources not in drop-down list		\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,273,358	\$ 1,273,358
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)	1,273,358	1,273,358
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		
Mirror the level of effort for outpatient	Payment Method	Fee-For-Service (FFS)
	Unduplicated Clients (UDC)	70
DPH Units of Service (LEAVE BLANK IF payment method = Outpatient Blended Rate)		3314
	Unit Type	Staff Hour
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 384.24	Total UDC
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 384.24	70.00
Published Rate (Medi-Cal Providers Only)		
Cost Per Unit - Outpatient Blended Rate		
Unduplicated Clients (UDC)		

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000032808
 Program Name Ma'at Program
 Program Code 38AS

Appendix Number B-2
 Page Number 2
 Fiscal Year 2025-2026
 Funding Notification Date Tentative

Position Title <i>(List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)</i>	Practitioner Type <i>(Select Non Billing provider if the position is not expected to bill this period)</i>	TOTAL		251984-17156-10031199-0123	
		7/1/2025-6/30/2026		7/1/2025-6/30/2026	
Position Title	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries
Director of Afri-centric Mental Health Programs	Non Billing Staffing	0.50	\$ 77,380.00	0.50	\$ 77,380.00
Chief Executive Officer	Non Billing Staffing	0.05	\$ 14,750.00	0.05	\$ 14,750.00
Chief Operating Officer	Non Billing Staffing	0.10	\$ 23,467.00	0.10	\$ 23,467.00
DKI Program Manager	Non Billing Staffing	1.00	\$ 110,602.00	1.00	\$ 110,602.00
QA Associate	Non Billing Staffing	0.15	\$ 16,559.00	0.15	\$ 16,559.00
Ma'at Child and Family Therapist	Non Billing Staffing	1.00	\$ 112,882.00	1.00	\$ 112,882.00
QA Associate	Non Billing Staffing	0.15	\$ 15,473.00	0.15	\$ 15,473.00
Clinical Supervisor	Non Billing Staffing	0.25	\$ 32,500.00	0.25	\$ 32,500.00
CCO	Non Billing Staffing	0.20	\$ 35,120.00	0.20	\$ 35,120.00
Case Manager	Non Billing Staffing	0.10	\$ 9,059.00	0.10	\$ 9,059.00
Contracts Coordinator	Non Billing Staffing	0.10	\$ 9,059.00	0.10	\$ 9,059.00
HR Director	Non Billing Staffing	0.10	\$ 16,060.00	0.10	\$ 16,060.00
Case Manager/ Community Liaison	Non Billing Staffing	1.00	\$ 110,581.00	1.00	\$ 110,581.00
Grants Manager	Non Billing Staffing	0.10	\$ 13,411.00	0.10	\$ 13,411.00
Communications	Non Billing Staffing	0.10	\$ 9,800.00	0.10	\$ 9,800.00
HR Recruiter	Non Billing Staffing	0.11	\$ 10,003.00	0.11	\$ 10,003.00
Program Assistant	Non Billing Staffing	0.15	\$ 12,750.00	0.15	\$ 12,750.00
Program Assistant - Open	Non Billing Staffing	0.15	\$ 12,750.00	0.15	\$ 12,750.00
Case Manager	Non Billing Staffing	0.20	\$ 19,000.00	0.20	\$ 19,000.00
Clinical Director - Open	Non Billing Staffing	0.15	\$ 23,339.00	0.15	\$ 23,339.00
QA Associate	Non Billing Staffing	0.20	\$ 12,375.00	0.20	\$ 12,375.00
Totals:		5.87	\$ 696,920.00	5.87	\$ 696,920.00
Employee Benefits:		30.00%	\$ 209,076.00	30.00%	\$ 209,076.00
TOTAL SALARIES & BENEFITS			\$ 905,996.00		\$ 905,996.00

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000032808	Appendix Number	B-2
Program Name Ma'at Program	Page Number	3
Program Code 38ASMT	Fiscal Year	2025-2026
	Funding Notification Date	Tentative

Expense Categories & Line Items	TOTAL	251984-17156-10031199-0123
Funding Term	7/1/2025-6/30/2026	7/1/2025-6/30/2026
Rent	\$ 82,500.00	\$ 82,500.00
Utilities (telephone, electricity, water, gas)	\$ 4,500.00	\$ 4,500.00
Building Repair/Maintenance	\$ 250.00	\$ 250.00
Occupancy Total:	\$ 87,250.00	\$ 87,250.00
Office Supplies	\$ 725.00	\$ 725.00
Photocopying	\$ -	\$ -
Program Supplies	\$ 2,700.00	\$ 2,700.00
Computer Hardware/Software	\$ -	\$ -
Materials & Supplies Total:	\$ 3,425.00	\$ 3,425.00
Training/Staff Development	\$ 1,500.00	\$ 1,500.00
Insurance	\$ -	\$ -
Professional License	\$ -	\$ -
Permits	\$ -	\$ -
Equipment Lease & Maintenance	\$ -	\$ -
General Operating Total:	\$ 1,500.00	\$ 1,500.00
Local Travel	\$ -	\$ -
Out-of-Town Travel	\$ -	\$ -
Field Expenses	\$ -	\$ -
Staff Travel Total:	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amount)	\$ -	\$ -
Evaluator: Indigo Cultural Center \$175/hr for ~440 hrs Provide evaluation of productivity and program outcomes.	\$ 77,095.00	\$ 77,095.00
Eryn Reeder Clinical Supervision \$150.00 x 33.33 hr	\$ 5,000.00	\$ 5,000.00
Ricardo Pena Clinical Supervision \$150.00 x 33.33 hr	\$ 5,000.00	\$ 5,000.00
Amber Mercader Clinical Supervision \$150.00 x 33.33 hr	\$ 5,000.00	\$ 5,000.00
Aja Trotter Clinical Supervision \$150.00 x 33.33 hr	\$ 5,000.00	\$ 5,000.00
Williams Ma Clinical Supervision \$150.00 x 33.33 hr	\$ 5,000.00	\$ 5,000.00
Kathy O'Shea Clinical Supervision \$150.00 x 33.33 hr	\$ 5,000.00	\$ 5,000.00
Consultant/Subcontractor Total:	\$ 107,095.00	\$ 107,095.00
Other (provide detail):	\$ -	\$ -
Participant Stipends for Evaluations	\$ 2,000.00	\$ 2,000.00
Other Total:	\$ 2,000.00	\$ 2,000.00
TOTAL OPERATING EXPENSE	\$ 201,270.00	\$ 201,270.00

BUDGET JUSTIFICATION

Contract ID Number 100032808 Page 4
 Contractor Name Homeless Children's Network Appendix Number B-2
 Program Name PEI Fiscal Year 2025-2026

1a) SALARIES

Annual Salary	Level of Effort	# Months per Year	Annualized (if less than 12 months):	FTE	Amount
Staff Position 1: Director of ARI-centric Mental Health Programs - Shawnesha Hoover					
Brief description of job duties: "Provides programmatic oversight, work plans and direction to staff; reviews, approves, and manages. Minimum qualifications: * Master's Degree or Doctoral Degree in a Behavioral Health field					
\$154,760.00	0.50	12	1.00	0.50	\$ 77,380
Staff Position 2: Chief Executive Officer - April Silas					
Brief description of job duties: "The Chief Executive Officer is responsible for overseeing the administrative duties, programs and Minimum qualifications: * Doctoral Degree					
\$295,000.00	0.05	12	1.00	0.05	\$ 14,750
Staff Position 3: Chief Operating Officer - Kenneth Kim					
Brief description of job duties: "Establishes quantitative and qualitative metrics, guidelines, and standards by which the company's Minimum qualifications: ** MSCMBA in Business Administration or relevant field					
\$230,000.00	0.10	12	1.00	0.10	\$ 23,467
Staff Position 4: DKI Program Manager - Jazmine Polk					
Brief description of job duties: "Provides Supervision to program staff, ensures quality of service to target populations, monitors Minimum qualifications: * Bachelor's Degree or equivalent					
\$110,601.60	1.00	12	1.00	1.00	\$ 110,602
Staff Position 5: QA Associate - Callisyn Zielenski					
Brief description of job duties: Maintains client records in accordance with Medical standards. Reports to QA Director. Minimum qualifications: * Bachelor's Degree or equivalent					
\$110,393.60	0.15	12	1.00	0.15	\$ 16,559
Staff Position 6: Mat Child and Family Therapist - Kendra Twenter					
Brief description of job duties: "Provides individual, group, collateral and family therapy and case management to clients who are Minimum qualifications: * Master's Degree in a Behavioral Health field					
\$112,681.65	1.00	12	1.00	1.00	\$ 112,882
Staff Position 7: QA Associate - Monique Lyons					
Brief description of job duties: Maintains client records in accordance with Medical standards. Reports to QA Director. Minimum qualifications: * Bachelor's Degree or equivalent					
\$103,155.00	0.15	12	1.00	0.15	\$ 15,473
Staff Position 8: Clinical Supervisor - Kimberly Banford					
Brief description of job duties: "Provides oversight to all clinical elements of programs; Reviews referrals and assigns cases to Minimum qualifications: * Master's Degree in Behavioral Health field					
\$130,000.00	0.25	12	1.00	0.25	\$ 32,500
Staff Position 9: CCO - Matthew Ivey					
Brief description of job duties: Maintains client records in accordance with Medical standards. Minimum qualifications:					
\$175,601.60	0.20	12	1.00	0.20	\$ 35,120
Staff Position 11: Case Manager - Latara Thomas					
Brief description of job duties: "Provides case management support to self-referred individuals and clients referred from Black Minimum qualifications: * Bachelor's Degree or equivalent					
\$90,592.00	0.10	12	1.00	0.10	\$ 9,059
Staff Position 12: Contracts Administrator - Julian Williams					
Brief description of job duties: Provides program contract related support Minimum qualifications: Bachelors Degree or Equivalent					
\$90,592.00	0.10	12	1.00	0.10	\$ 9,059
Staff Position 13: HR Director - Joy Iredia					
Brief description of job duties: "Provides individual, group, collateral and family therapy and case management to clients who are Minimum qualifications: * Master's Degree					
\$160,604.80	0.10	12	1.00	0.10	\$ 16,060
Staff Position 14: Case Manager/Community Liaison - Terrek Humphreys					
Brief description of job duties: Provides case management support to self-referred individuals and clients referred from other service Minimum qualifications: * Bachelor's					
\$110,580.80	1.00	12	1.00	1.00	\$ 110,581
Staff Position 15: Grants Manager - Danielle Severs					
Brief description of job duties: Provides grant support within the program Minimum qualifications: Bachelors Degree of Higher					
\$134,105.60	0.10	12	1.00	0.10	\$ 13,411
Staff Position 16: Communications - Isatou Gaye					
Brief description of job duties: Provides general Minimum qualifications: * Bachelor's					
\$97,996.80	0.10	12	1.00	0.10	\$ 9,800
Staff Position 17: HR Recruiter - John Mixon					
Brief description of job duties: Tasked to recruit talent into programs Minimum qualifications: 2+ Years Experience					
\$87,680.00	0.11	12	1.00	0.11	\$ 10,003
Staff Position 18: Program Assistant - Jasmine Flores					
Brief description of job duties: Provides general Minimum qualifications: * Bachelor's					
\$84,996.80	0.15	12	1.00	0.15	\$ 12,750
Staff Position 19: Program Assistant - Myesha McNeal					
Brief description of job duties: Provides general Minimum qualifications: * Bachelor's					
\$84,996.80	0.15	12	1.00	0.15	\$ 12,750
Staff Position 20: Case Manager - Isabel Elquihem					
Brief description of job duties: Provides case management support to self-referred individuals and clients referred from Black Birthin Minimum qualifications: * Bachelor's Degree or equivalent					
\$95,000.00	0.20	12	1.00	0.20	\$ 19,000
Staff Position 21: Clinical Director - Open					
Brief description of job duties: Provides oversight to all clinical elements of programs; Reviews referrals and assigns cases to Minimum qualifications: * Master's Degree in a Behavioral Health field					
\$155,592.00	0.15	12	1.00	0.15	\$ 23,339
Staff Position 22: QA Associate - Elizabeth Gordon					
Brief description of job duties: Maintains client records in accordance with Medical standards. Reports to QA Director. Minimum qualifications: * Bachelor's Degree or equivalent					
\$61,877.60	0.20	12	1.00	0.20	\$ 12,375

Annual Salary	Level of Effort	# Months per Year	Annualized (if less than 12 months):	FTE	Total
\$100,000.00	0.75	6	0.50	0.38	\$ 37,500

Example Staff Position 1: Program Director
 Ex. Brief description of job duties: Provides primary medical care to program clients including an initial risk assessment, history and physical, ordering Example Minimum qualifications: MD license, 15 hours of HIV-related CME annually, and the direct care of at least 20 HIV positive patients annually, 5

Total FTE: 5.87 Total Salaries: \$ 696,920 696,920 \$

1b) EMPLOYEE BENEFITS:

**A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.*

	Amount
Social Security	\$ 81,861.00
Medicare	\$ 12,128.00
Unemployment Insurance	\$ 49,342.00
Worker's Compensation	\$ 6,272.00
Health and Dental	\$ 49,436.00
Retirement	
Paid Time Off	
Other (specify)	
Other (specify)	
Total Fringe Benefit:	209,076
Fringe Benefit %:	30%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 905,996

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Amount
Rent	\$6,875 per month for rent	\$6875/mo.	82,500
Utilities	\$375 projected per month for utilities	\$375/mo	4,500
Building and Repair Maintenance	Projected \$187.50 per month for building and maintenance	\$187.50/mo	2,250
Total Occupancy:			89,250

Materials & Supplies:

Expense Item	Brief Description	Rate	Amount
Office Supplies	Office supplies for program	\$18.75/mo	725
Program Supplies	Program supplies for activities	\$141.67/mo	2,700
Total Materials & Supplies:			3,425

General Operating:

Expense Item	Brief Description	Rate	Amount
Staff Development	Out-of-town conferences, transportation, lodging, food or per	\$83.33/mo	1,000
Training	Registration or attendance fees for staff to attend workshops or	\$41.67/mo	500
Total General Operating:			1,500

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Amount
Total Staff Travel:				-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Amount
Evaluator, Indigo Cultural Center	Provide evaluation of productivity and program outcomes.	\$175/hr for ~440hr	77,095
Eryn Reader	Clinical Supervisor	\$150/hr x 33.33 hrs	5,000
Ricardo Pena	Clinical Supervisor	\$150/hr x 33.33 hrs	5,000
Amber Mercader	Clinical Supervisor	\$150/hr x 33.33 hrs	5,000
Aja Trotter	Clinical Supervisor	\$150/hr x 33.33 hrs	5,000
Williams Ma	Clinical Supervisor	\$150/hr x 33.33 hrs	5,000
Kathy O'Shea	Clinical Supervisor	\$150/hr x 33.33 hrs	5,000
Total Consultants/Subcontractors:			107,095

Other:

Expense Item	Brief Description	Rate	Amount
Total Other:			-
TOTAL OPERATING EXPENSES:			201,270

3) CAPITAL EXPENSES: (Remodeling cost or purchase of \$5,000 or more per unit)

Capital Expense Item	Brief Description	Amount
TOTAL CAPITAL EXPENSES:		-
TOTAL DIRECT EXPENSES:		1,107,266

4) INDIRECT EXPENSES

Describe method and basis for Indirect Cost Allocation.	Amount
Finance and Operations Director, Staff Accountants, HR Director, Recruiter, HR Assistant, Program Assistants, Contracts Admini	166,092
Indirect Rate:	15.00%
TOTAL INDIRECT EXPENSES:	166,092
TOTAL EXPENSES:	1,273,358

\$ 1,273,358.00

Expense Item	Brief Description	Rate	Cost
Example: Rent	1234 A Street rent of \$20K/mo x 25% share based on FTE	\$5000/month	60,000

Expense Item	Brief Description	Rate	Cost
Example: Office Supplies	Pens, paper, print cartridges \$800/mo x 25% share based on FTE	\$200/month	2,400

Expense Item	Brief Description	Rate	Cost
Ex: Training/Staff Development	Annual CPR/First Aid certification for 12 people	\$100/person	1,200

Purpose of Travel	Location	Expense Item	Rate	Cost
Example: Grantee Conference	Washington, D.C.	Airfare	\$400/flight x 2 persons	800
		Hotel	\$200/night x 3 nights x 2	1,200
				Total Staff Travel: 2,000

Consultant/Subcontractor Name	Service Description	Rate	Cost
Example: Trainers Inc.	Health Education trainings at area schools 4 times per year	\$500/training	2,000

Expense Item	Brief Description	Rate	Cost
Example: Client Stipends	Gift cards to encourage client participation	\$15/card x 20 cards	300

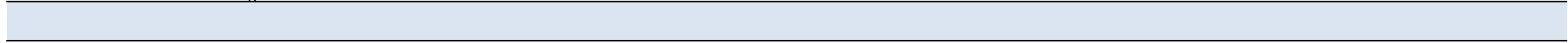
Capital Expense Item	Brief Description	Cost

UOS&UDC Allocations

Contractor / Provider	Homeless Children's Network						Contract ID	1000032808		
Total Funding Amount / Fiscal Year	\$4,325,769.00						Fiscal Year	2025-2026		
Address / Phone	3450 3rd Street #1c, San Francisco, CA 94124 (415) 437-3990									
Contact Person	Jackie Ondatje									
System of Care / RFP #	1-2017			21.42			RFP # xx-20xx			
Program Name	Ma'at Program			PEI						
Appendix Number	B-1			B-2			A# / B#			
Total Funding Amount	\$3,052,411.00			\$1,273,358.00			Funding Amount			
Funding Term	7/1/2025-6/30/2026			7/1/2025-6/30/2026			Funding Term			
		UOS	UDC		UOS	UDC		UOS	UDC	
	Outpatient Services			OS-MH Promotion			Name of Service Modality			
<i>UOS target determined by formula</i>	1,212,000 mode 15/OP rate \$426.91 =2839 uos	2,839	70	1,273,358 mode 45/OS rate \$384.24 =3314 uos	3,314	70	UOS formula calculation			
	OS-Cmnty Client Svcs						Name of Service Modality			
	864,694 mode 45/OS rate \$384.24 =2250 uos	2,250	50				UOS formula calculation			
	Medi-Cal Outreach						Name of Service Modality			
	Cost Reimbursement	1,000	40				UOS formula calculation			
	Name of Service Modality						Name of Service Modality			
	UOS formula calculation						UOS formula calculation			
	Name of Service Modality						Name of Service Modality			
	UOS formula calculation						UOS formula calculation			
	Name of Service Modality						Name of Service Modality			
	UOS formula calculation						UOS formula calculation			

Program Name									
	A# / B#			A# / B#			A# / B#		
	Funding Amount			Funding Amount			Funding Amount		
	Funding Term			Funding Term			Funding Term		
		UOS	UDC		UOS	UDC		UOS	UDC
	Name of Service Modality			Name of Service Modality			Name of Service Modality		
	UOS formula calculation			UOS formula calculation			UOS formula calculation		
	Name of Service Modality			Name of Service Modality			Name of Service Modality		
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Program Name						
	A# / B#			A# / B#		
	Appendix Amount			Appendix Amount		
	Appendix Term			Appendix Term		
Amount	UOS		UDC	UOS		UDC
	Name of Service Modality		Name of Service Modality	Name of Service Modality		Name of Service Modality
Term	UOS formula calculation		UOS formula calculation	UOS formula calculation		UOS formula calculation
	Name of Service Modality		Name of Service Modality	Name of Service Modality		Name of Service Modality
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	Name of Service Modality		Name of Service Modality	Name of Service Modality		Name of Service Modality
	UOS formula calculation		UOS formula calculation	UOS formula calculation		UOS formula calculation



Appendix F
Invoice

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.

Appendix D
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)

TABLE OF CONTENTS

SECTION 1 - "THIRD PARTY" CATEGORIES 1
SECTION 2 - DEFINITIONS..... 1
SECTION 3 – GENERAL REQUIREMENTS 1
SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS 3
SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS 4
SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS 4
SECTION 7 - DEPARTMENT’S RIGHTS..... 4
SECTION 8 - DATA BREACH; LOSS OF CITY DATA..... 5

Attachment 1 to SAA - System Specific Requirements

TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** All users must be issued a unique username for accessing City Data. Third Party must maintain a password policy based on information security best practices as required by 45 CFR § 164.308 and described in NIST Special Publication 800-63B.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department’s standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department’s standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User’s access.

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

SECTION 7 - DEPARTMENT’S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party’s access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User’s access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. 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 PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

**A. Attachment 1 to SAA
System Specific Requirements**

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

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party 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 Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department 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 Department Epic through Epic Hyperspace the following terms shall apply:

B. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party 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 notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

- a. Third Party 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. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

I. For Access to Department Epic through OutReach

A. Department OutReach Requirements:

1. Connectivity.

- d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.
- d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.
- d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.
- d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

2. Compliance with Epic Terms and Conditions

- a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.

3. Epic-Provided Terms and Conditions

- a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:

- a. Purpose of Use: Access to Epic OutReach is intended to facilitate care for shared patients, manage referral data, or further legitimate business interests with respect to data from an Epic customer's system.
- b. Restrictions: Users are prohibited from using Epic OutReach to develop similar software to EpicCare Link. Additionally, account information must not be shared with individuals outside the organization.

Appendix F
Invoice

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.