

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Homeless Children's Network

This Agreement is made this 1st day of July 2018, in the City and County of San Francisco, State of California, by and between Homeless Children's Network, San Francisco, CA 94110 ("Contractor") and City.

Recitals

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

WHEREAS, Request for Proposals (RFP-1-2017 and RFQ-16-2018) were issued on March 24, 2017 and May 4, 2018 respectively and City selected Contractor as the highest qualified scorer pursuant to the RFP's; and

Whereas, this Agreement was also procured under a Sole Source as authorized by San Francisco Administrative Code Chapter 21.42 (July 1, 2018 – Dec 31, 2108); and

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

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

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

1.2 "City" or "the 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 Department of Public Health."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Homeless Children's Network, San Francisco, CA 94110

1.5 "Deliverables" means Contractor's work product resulting from the Services that are 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.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "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.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "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.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Six Million Nine Hundred Eighty-Nine Thousand Eight Hundred Forty-Nine Dollars (\$6,989,849)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Grant Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

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

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 \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

If Contractor expends less than \$500,000 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.

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

3.4.3 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 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this

Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Reserved. (Payment of Prevailing Wages)

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

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

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 Contractor will not employ subcontractors.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other

benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned

or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 Reserved. Liquidated Damages.

4.8 **Reserved. Bonding Requirements.**

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

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

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

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

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

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

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

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

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

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

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

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

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

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

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

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

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

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

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

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy,

insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

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

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

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

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

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue

Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 **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 the City if it becomes aware of any such fact during the term of this Agreement.

10.3 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 the 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.

10.4 Reserved.

10.5 Nondiscrimination Requirements

10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. 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 the 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 San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

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

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

10.9 First Source Hiring Program. Contractor must comply with all of the 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.

10.10 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)

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

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions

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

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when

the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, 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.

10.16 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.

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

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the 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.

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 307 San Francisco, California 94102	FAX: (415) 252-3088 e-mail: David.Folmar@sfdph.org
And:	ANDREW WILLIAMS CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 TH FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: andrew.williams@sfdph.org
To CONTRACTOR:	HOMELESS CHILDREN'S CENTER 3450 THIRD STREET, UNIT 1-C SAN FRANCISCO, CA 94124	FAX: (415) 437-3990 e-mail: april@hcnkids.org

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

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

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. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. 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 the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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.

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

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

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

12.2 **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 will be retained for seven years.

12.3 Certification Regarding Lobbying.

CONTRACTOR certifies to the best of its knowledge and belief that:

A. 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.

B. 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.

C. 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.

D. 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 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 for each of its service site. 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.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.

13.3 Business Associate Agreement

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

1. Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
 - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE

FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. **Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)**
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. **NOT do any of the activities listed above in subsection 1;**
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

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


Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §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 the 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.

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

CITY

Recommended by:



Greg Wagner
Acting Director of Health
Department of Public Health

CONTRACTOR

Homeless Children's Network



April Silas
Executive Director
Supplier ID: 0000018734

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Julie Van Nostern
Deputy City Attorney

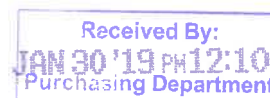
Approved:



Jaci Fong ~~ALARIC DEGRAFINRIED~~
Director of the Office of Contract Administration, and
Purchaser

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: Reserved
- E: Business Associate Agreement
- F: Invoice
- G: Dispute Resolution



Appendix A
Scope of Services – DPH Behavioral Health Services

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

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to

remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1a **EPSDT General**

Appendix A-1b **EPSDT Riley**

Appendix A-1c **EPSDT Treasure Island**

Appendix A-1d **EPSDT LGBTQ**

Appendix A-2 **Early Childhood Mental Health Consultation Initiative (ECMHCI)**

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

Contractor: Homeless Children's Network	Appendices A- 1a, A-1b, A-1c, A-1d
Program: EPSDT	Contract Term: 07/01/2018-06/30/2019

1. Identifiers:

- 1. A-1a: Program Name: Homeless Children's Network EPSDT - General**
Program Address (primary program site address): 3450 3rd Street Unit 1C
City, State, Zip Code: San Francisco, CA 94124
Telephone: (415) 437-3990 / Facsimile: (415) 437-3994

Executive Director: April Silas
Telephone: (415) 437-3990 X 308
Email; Address: april@hcnkids.org

Program Code: 38AS3

Salvation Army /Harbor House
Hamilton Shelter
Hamilton Family Center
Bayview Family Resource Center
Faces Bayview Child Care Center
Family Childcare Quality Network
Larkin Street Youth Services
SFUSD Schools, including Guadalupe, Glen Park, Hillcrest, Starr King, E.R. Taylor, Bessie Carmichael, Cesar Chavez, Daniel Webster, Leonard Flynn and Longfellow Elementary Schools
Permanent Supportive Housing Programs including ECS/ Canon Barcus and Glide CW House
Homeless Programs / MHSA
La Casa de las Madres
ERMHS referrals

A-1b: Program Name: Homeless Children's Network EPSDT- Riley
Program Address: The same as A-1a

Program Code: 38AS4

Riley Center:
Brennan House
Rosalie House

A-1c: Program Name: Homeless Children's Network EPSDT – Treasure Island
Program Address: The same as A-1a

Program Code: 38AS5

Treasure Island Housing
Treasure Island Child Development Center

A-1d: Program Name: Homeless Children's Network EPSDT – LGBTQ
Program Address: The same as A-1a

LGBTQ
Our Family Coalition
SF Pride

Contractor: Homeless Children's Network	Appendices A- 1a, A-1b, A-1c, A-1d
Program: EPSDT	Contract Term: 07/01/2018-06/30/2019

2. Nature of Document (check one)

Original **Contract Amendment** **Internal Contract Revision**

3. Goal Statement

The goal of this program is to provide culturally competent, strength-based mental health services which are focused on the specific needs of homeless children and families living in emergency, transitional and domestic violence shelters.

4. Target Population

The target population served by HCN is homeless children, youth ages 0-17 and their families in all neighborhoods throughout San Francisco. We extend our services to families who reside in emergency and domestic violence shelters, transitional programs, SROs, as well as to families who are in permanent stable housing but have a formative history with homelessness. HCN will serve families whose clinical needs fall within the medical necessity requirement for behavioral support, while simultaneously assuring that all services rendered are within the scope of our agency's specialty, skills, and oversight.

5. Modality(s)/Intervention(s)

Definitions of Service Modalities

Mental Health Services

“Mental Health Services” means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, collateral, therapy and case management.

Assessment

“Assessment” means a service delivery activity which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional or behavioral disorder, relevant cultural issues and history; diagnosis; and the use of testing procedures.

Collateral

“Collateral” means a service activity to a significant support person in a beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

Therapy

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

Contractor: Homeless Children's Network	Appendices A- 1a, A-1b, A-1c, A-1d
Program: EPSDT	Contract Term: 07/01/2018-06/30/2019

Case Management

“Case Management” means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

For the total number of minutes to be provided in FY 18-19 please refer to the corresponding CRDC page in the budget workbook for details.

6. Methodology

Direct Client Services

- A. As the premiere agency in San Francisco acting as the collaborative centralizing referral response agency for mental health and shelter-based child care and early intervention services to homeless children, HCN operates as a comprehensive support organization for homeless families for city-wide resources. Our collaborative model allows for efficient and thorough outreach, promotion and advertisement activities. Monthly collaborative meetings in which providers share resources and coordinate referrals act as an outreach, promotion and advertisement mechanism. In addition, each collaborating agency has information posted on site in client gathering areas. Regular outreach, through community meetings with families at each shelter, also promotes services.
- B. Program eligibility is determined by HCN’s Clinical Director upon referral from collaborative members. Program participants must have current full-scope Medi-Cal and a mental health diagnosis that meets medical necessity. HCN participates in the BHS Advanced Access initiative, including ensuring timely measurement of data at the site and reporting of data to BHS as required. Program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.
- C. HCN provides mental health, case management, crisis intervention, and collateral support services to children and their families living in emergency, domestic violence, and transitional shelters, as well as those families referred by homeless agencies. Services include family-focused, child centered therapy: individual counseling, play therapy, family counseling, and group therapy; as well as, case management linkages to appropriate and viable community resources. CANS data is reviewed by HCN’s Program Director and used to determine training needs, supervision needs and discharge planning. Services are developmentally, linguistically, environmentally, and culturally optimal and accessible for families. Hours of operation are Monday-Friday 9a-6p. Services are delivered at the locations listed above, as well as at our offices at 3450 3rd Street Unit 1C.
- D. HCN services will be delivered in the context of the BHS Access system, with a common definition of medical necessity for the level of care, and a common admission and discharge criteria for the level of care. HCN’s Clinical Director functions as Care Manager responsible for the client’s plan of care throughout the system-wide standards of accountability that is based on cost, access, quality and outcomes.
- E. Re: program staffing refer to Appendix B CRDC page.

Contractor: Homeless Children's Network	Appendices A- 1a, A-1b, A-1c, A-1d
Program: EPSDT	Contract Term: 07/01/2018-06/30/2019

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY 18-19.

8. Continuous Quality Assurance and Improvement

HCN conducts continuous quality assurance and monitoring through the following means. Evidence of CQI activities is maintained in HCN's Administrative Binder for review by the Business Office of Contract Compliance.

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

2. **Quality of Documentation: Periodic Utilization Review and Quality Control.** A committee comprised of the Clinical Supervisor, Quality Assurance Staff and Program Director meet monthly to review cases. The review covers documentation accuracy and quality, special risk factors, clinical status and progress of each client, treatment modalities and the efficacy of interventions. The committee discusses outcomes and recommendations, such as changes in service intensity and referrals. PURQC Committee notes are kept by the Program Director and include recommendations to be conveyed to individual clinicians. A PURQC log is filled out at each committee meeting, and notes are kept by the Program Director. HCN's PURQC Committee complies with all SFDPH-BHS policies and procedures. Every clinician meets weekly with the Clinical Supervision Team for individual clinical supervision, and attends a weekly 2-hour Group Supervision meeting. Recommendations of the PURQC Committee are conveyed to clinicians during these meetings. A monthly internal chart review is conducted by the Clinical Director. The Clinical Supervision Team keeps notes and a sign-in sheet for each Group Supervision session, including the topics covered.

3. **Cultural Competency of Staff and Services:** HCN's hiring policy includes thorough screening of candidates for cultural fit and cultural humility in serving the target population. HCN's Executive Director arranges for quarterly trainings to staff and interns in Cultural Sensitivity. Every Tuesday the clinical staff and interns participate in a one and a half hour workshop on relevant topics, such as therapeutic techniques, legal and ethical issues, and cultural competency.

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

5. **Timely Completion and Use of Outcome Data:** Timely submissions of CANS, Progress Notes and Plans of Care are tracked by HCN's Quality Assurance Associate, who provides support and 1:1 coaching to program staff and interns. CANS assessment data is reviewed quarterly by HCN's Program Director and discussed with the PURQC Committee. Improvements to service delivery to improve CANS

Contractor: Homeless Children's Network	Appendices A- 1a, A-1b, A-1c, A-1d
Program: EPSDT	Contract Term: 07/01/2018-06/30/2019

outcomes are facilitated through training and direction to clinicians, during weekly individual supervision, weekly group supervision and monthly trainings.

9. Required Language

N/A

Contractor: Homeless Children's Network	Appendix A- 2
Program Name: ECMHCI	Term: 7/1/2018-06/30/2019

1. Identifiers:

Program Name: **Early Childhood Mental Health Consultation Initiative (ECMHCI)**

Program Address: **3450 3rd Street Unit 1C**

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

Telephone: 415-437-3990

Facsimile: 415-437-3994

Website Address: www.hcnkids.org

Executive Director: April Silas

Telephone: 415-437-3990 X 308

april@hcnkids.org

Program Code(s): *38AS ECMHCI / PEI*

2. Nature of Document (check one):

Original **Renewal** **Modification**

3. Goal Statement: To improve the lives of young children (Birth-5 years) and their families. More specifically, it is designed to ensure the emotional well-being of children by providing mental health consultation and support services to the shelter-based and homeless services child care providers who care for them on a daily basis.

4. Target Population: Shelter-based, and/or homeless programs childcare providers, parents, and children (age 0 to 5 years) of CalWORKs families and other low-income families. Of particular interest are homeless families with young children – Birth to 5. Homeless families transition throughout San Francisco's Family Shelter and Homeless Program System without a unifying voice of support. This population of chronic homeless families often qualifies for available space at shelter-based and homeless program child care settings due to their extreme need for consistency.

Site Name	Number of Classrooms	# of Children	#of Staff	# of Hours per week	Funding Source(s)	Site Type
1.FACES-Bayview	4	50	12	8	SALY	ECE
2.FACES-Masonic	3	25	8	8	SALY	ECE
3.Lee Woodward Counseling Center	1	20	5	7	SALY	SA
4.Our Family FRC	1	40	15	5	SALY	FRC
Site Name	Number of Classrooms	# of Children	#of Staff	# of Hours per week	Funding Source(s)	Site Type
5.Harbor House Shelter	1	12	8	4	SALY	SHEL

Contractor: Homeless Children's Network	Appendix A- 2
Program Name: ECMHCI	Term: 7/1/2018-06/30/2019

6.Brennan House	1	20	8	5	SALY	SHEL
7.Rosalie House	1	25	5	6	SALY	SHEL
8.Wu Yee Bayview	1	12	3	7	SALY	ECE
9.Centro las Olas	1	20	4	3	SALY	ECE
10.Family Child Care Quality Network	Up to 31	Up to 310	Up to 100	8	SALY	FCCQN
11.Family Child Care Quality Network	Up to 31	Up to 310	Up to 100	8	SALY	FCCQN
12.Puddlejumpers/ Bessie Carmichael	1	12	4	4	SALY	ECE
13.Glen Park	3	30	12	3	SALY	ECE
14.Balboa	1	15	4	5	SALY	ECE
15.Western Addition FRC	2	24	7	5	SALY	FRC
16.Bayview FRC	2	24	7	7	SALY	FRC
Site Name	Number of Classrooms	# of Children	#of Staff	# of Hours per week	Funding Source(s)	Site Type
17.OMI FRC	2	15	6	4	SALY	FRC
18.Aviva House	1	15	6	5	SALY	SA
19.FACET	1	25	5	6	SALY	SA
20.Little Children's Development Center	2	20	6	6	SALY	ECE
21.St.Paul's/ Longfellow	2	15	6	3	SALY	ECE
22.YMCA Stonestown Preschool	2	20	7	5	SALY	ECE

*SALY = Same As Last Year

Contractor: Homeless Children's Network	Appendix A- 2
Program Name: ECMHCI	Term: 7/1/2018-06/30/2019

5. Modality(s)/Intervention(s): All ECMHCI contractors are required to establish a Site Agreement with each respective site served (child care, shelter, family resource center, etc. at the beginning of each fiscal or academic year, whichever is most appropriate. Each Site Agreement document should include the following information:

- Site information to which the Site Agreement applies
- The term of the Site Agreement
- Number of on-site consultation hours per week
- Agreed upon services that the consultant will provide
- Agreed upon client/site roles and responsibilities
- Agreed upon day and time for regular group consultation meeting
- Schedule of planned review of Site Agreement document
- Signature lines for Consultant, Site Director/Manager, Contractor Program Director

HCN's Policies and practices to ensure SOPs are complied with, and how HCN will monitor the Consultant's work:

HCN's policies and practices are based on the idea of the parallel process. The parallel process model begins with the consultant supporting and educating child care staff, thereby empowering the staff to avoid burn out and provide improved services and care to families, which in turn enhances parent's abilities to provide benevolent and healthy parenting to their children, leading to more emotionally stable children and secure families able to ultimately move forward during a difficult time in their lives. Furthermore, our policies aims to establish "baseline readiness" for the shelter-based childcare centers/family child care/child development centers, which is centralized around the idea of the center structure being ready to provide quality services to children and families. The key to success of baseline readiness is relationship building between the consultant and center providers as well as the establishment of a comprehensive and consistent system of care utilizing Best Practices methods that aim to insure that center staff and homeless families are operating to the best of their abilities. We support HCN's Consultants to therefore anchor their philosophy and interventions on the following premises:

- Children do best when there is a good cooperative working relationship between family and caregiver/shelter staff.
- We believe in the importance of relationships: relationships between parents and children, between children and staff, between staff and consultant.
- We believe in the process of reflection that give people a certain kind of attention that helps us reconnect with what we know

Each childcare center has its own unique character based on its services. To respond optimally to each environment, HCN makes an effort to match centers with the appropriate consultant based on experience with certain issues faced by families there, or cultural factors like language and ethnicity. By linking consultants who more closely reflect or at the very least are able to empathize to a greater degree with both staff and/or the families they serve, stronger relationships are developed between staff, the consultant and the families, thereby creating a responsive and encouraging environment most beneficial to the positive growth and development of homeless and formerly homeless families. We accomplish this by providing weekly individual and group supervision, weekly trainings, and consultant-to-consultant support. The Executive and Program Directors both create on-going communication with each collaborative site in order to establish strong rapport and trust. HCN's standards of practice are based on the offering of our entire system of care as a form of support for the child care site. We understand that by supporting the child care system of each program, and therefore its teachers/providers, to grow in efficacy toward the greater child development practices, we are also supporting each child and parent with the most sustainable impact.

Contractor: Homeless Children's Network	Appendix A- 2
Program Name: ECMHCI	Term: 7/1/2018-06/30/2019

Modalities

CATEGORY 1

The following services are consultation-based. These services are not billed to EPSDT/Medi-Cal. They are billed as fee-for-service using grant funding, as well as MHSA funds.

Note: Consultation services that focus on specific children and parents are subject to parental consent and HIPAA compliance.

CI: Consultation - Individual: Discussions with a staff member on an individual basis about a child or a group of children. Includes assisting providers and parents in completing the Ages and Stages Questionnaire (ASQ) and/or the Ages and Stages Questionnaire – Social Emotional (ASQ-SE) evidence-based developmental screening tool to obtain baseline information and whether additional supports are necessary. Other strategies include but are not limited to discussions with a staff member on an individual basis about early childhood mental health, child development in general, classroom management strategies, and supporting mental health best practices into program activities and policies. Strategies can also include collaborative work with a parent, such as offering parental guidance involving discussions about child development, concerns about developmental screenings, problem-solving together during case consultation sessions, and exploring referrals to additional supports.

CG: Consultation - Group: Talking/working with a group of three or more providers at the same time about their interactions with a particular child, group of children and/or families. This may include consultation regarding the program as a whole or the design of a particular strategy or intervention. These meetings are also a forum for team development within the provider's staff.

CO: Consultation - Observation: Observing a child, group of children, or entire classroom within a defined setting to inform consultation services to teachers/staff/programs/parents. The purpose of these observations is to help inform the individual and group consultation process and therefore address the behavioral and developmental needs of the children through the enhancement of their primary relationships.

ST: Consultation – Staff Training: Provides structured, formal, in-service trainings to a group of three or more individuals comprised of staff of early care and education programs, family resource centers, shelters, etc. to develop their capacity to address the myriad of social-emotional and mental health needs of the children in their care. Topics may include but are not limited to the social-emotional foundations of learning, behavior management techniques/promoting positive behaviors, effective communication strategies, and working with parents.

PT: Consultation - Parent Training/Support Group: Provides didactic training on a specific topic or ongoing support to a group of parents. The format and frequency vary from one-time workshops to ongoing support groups for a consistent cohort of parents. Consultants are encouraged to learn about and pilot evidenced parenting programs such as *Triple P* and *Incredible Years*.

RL: Early Referral/Linkage: When the consultant's involvement with parents and child reveals a need for longer-term help and/or adjunct services, the consultant is optimally situated to assist the family in securing appropriate services. When necessary, the consultant will refer children and families for community services such as multi-disciplinary assessment; special education; occupational, speech, and physical therapy; family resource center services; or individual child or parent-child mental health services. The consultant's established relationship with the family increases the likelihood that the family will trust the

Contractor: Homeless Children's Network	Appendix A- 2
Program Name: ECMHCI	Term: 7/1/2018-06/30/2019

recommendation and therefore pursue the referral. The consultant ensures the family's engagement with needed services by remaining involved with the family throughout the process. Once services are in place, the consultant can, with the parent's permission, act as a liaison between the new service provider and the early care and education staff; relaying information that enhances the staff's ongoing understanding and work with the particular child.

SU: Consultant Training/Supervision: Covers the trainings offered to early childhood mental health consultants as a whole or through individual contractors, which includes the trainings provided by the ECMHCI Training Institute and other required trainings. Also covers supervision of consultants both individually and in groups.

EV: Evaluation: Activities conducted to assess the progress of any agency towards meeting the stated goals and objectives for the Early Childhood Mental Health Consultation Initiative. Can also include time spent complying with the CBHS-initiated evaluation efforts.

SW: Systems Work: Participating on other coordination efforts/teams to expand the capacity of providers who work with young children and their parents to prevent, recognize, and manage the mental health and behavioral issues in children 0 – 5, enhance the development of inclusive education sites, and continuous quality improvement. This includes being a participating member of the Trans disciplinary teams that are part of the Center for Inclusive Early Education, coaching and consultant collaborative meetings, SF Quality Partnership meetings, etc.

CATEGORY 2

These activities involve the provision of planned early intervention services to children and families. Client charts must be opened, but **a mental health diagnosis of the child is not required.** ECMHCI contractors must adhere to all HIPAA compliance and CBHS documentation requirements as specified. However, these services are not billed to EPSDT/Medi-Cal. They are billed as fee-for-service using grant funds, as well as MHSA funds. *Note: These activities are pre-diagnostic and therefore not considered to be planned mental health services. They are brief time-limited interventions focused on the development of skills related to improving a child's social-emotional and behavioral functioning.**

EI: Early Intervention – Individual: Activities directed to a specific child, parent, or caregiver that are not considered to be planned mental health services. Decisions about whether this level of care is needed must be decided during consultation sessions where parental consent is obtained. Activities include, but are not limited to: conducting developmental and/or social-emotional screening; individual child interventions, such as 1:1 support or shadowing in the classroom for a child struggling with behavioral or social difficulties who is at risk for expulsion; meeting with a parent/caregiver to discuss specific concerns they may have about their child's development, and/or helping them explore and implement new and specific parenting practices that would improve their child's social-emotional and behavioral functioning.

EG: Early Intervention – Group: Conducting playgroups/socialization groups involving at least three children. These groups are designed to help children learn social skills such as getting along with others, making friends, handling and expressing frustrations, understanding and modulating feelings, developing reciprocity and compromise with peers, and learning cooperation with peers and adults. The groups occur on site and are led by the mental health consultant, and in some instances can be co-facilitated by a member of the site staff.

**Early intervention services do not require a mental health diagnosis of the child. However, the client chart must include a client plan that is informed by a completed Ages and Stages Questionnaire (ASQ) or Ages and Stages Questionnaire – Social Emotional (ASQ-SE). If not already performed, and early intervention*

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services are indicated, then the mental health consultant must ensure the ASQ is completed prior to the onset of services. In their assessment, the mental health consultant may also use the ASQ-SE as a follow-up to the ASQ to further inform the development of interventions. The client plan must reflect the needs identified by the screenings and must include goals and interventions that will help support the child's ability to remain in their current care setting.

CATEGORY 3

These activities involve the provision of planned mental health services to children and families. Mental Health Services can be provided in the event that a referral/linkage for mental health treatment is not possible, or there is mutual agreement from consultation sessions that mental health services would benefit the child if provided on-site. Client charts must be opened. Therefore, the ECMHCI contractor must adhere to all HIPAA compliance and CBHS documentation requirements as specified. These services are to be billed to EPSDT/Medi-Cal first. These services can be billed as fee-for-service using grant or MHSA funding only if the child is not a full-scope Medi-Cal beneficiary.

MI or MG: Mental Health Services - Individual, Family, or Group Therapy: Provided for a subset of the most at risk children for whom the indirect involvement of consultation and lower intensity early intervention services are not sufficient to address behavioral concerns. Targeted therapeutic interventions are employed by consultants that focus primarily on symptom reduction as a means to improve functional impairments that a child may be experiencing due to diagnosable mental health concerns. Therapy may be delivered to an individual or group of children and may include family therapy at which the child is present. Decisions about whether this level of care is needed must be decided during consultation sessions where parental consent is obtained. *A mental health diagnosis of the child is required, and client charts must include a client treatment plan that is informed by a completed CANS Assessment and may also include the results of developmental or social-emotional screenings. The client plan must include goals and interventions that will help support the child's ability to remain in the current care setting.*

Standards of Practice (SOP)

All ECMHCI contractors must incorporate the following standards of practice into each of their scopes of work: NOTE: The standards of practice for consultation services that are detailed below are only applicable to early care and education, family child care, and shelter programs, and are NOT directly applicable to services provided to family resources centers. In other words, the Standards of Practice do not apply to those settings.

Program Consultation

Center and/or classroom focused (including children's programming in shelter settings), benefits all children by addressing issues impacting the quality of care.

Contractor: Homeless Children's Network	Appendix A- 2
Program Name: ECMHCI	Term: 7/1/2018-06/30/2019

Frequency of Activities

	Children's Programs w/in Shelters	Small Child Care Center 12-24 children	Medium Child Care Center 25-50 children	Large Child Care Center > 50 children
Activity				
Program Observation	Initially upon entering the site and 2 to 3 times a year per classroom equaling 4 to 6 hours per year	Initially upon entering the site and 2 to 3 times a year per classroom equaling 4 to 6 hours per year	Initially upon entering the site and 2 to 4 times a year per classroom equaling 6 to 10 hours per year	Initially upon entering the site and 2 to 4 times a year per classroom equaling 10 to 20 hours per year
Meeting with Director	Monthly 1 hour per month	Monthly 1 hour per month	Monthly 1 to 2 hours per month	Monthly 2 to 3 hours per month
Meeting with Staff	Bi-monthly with all staff members (usually by classroom) 2 hours a month	Bi-monthly with all staff members (usually by classroom) 2 hours a month	Bi-monthly with all staff members (usually by classroom) 2 to 4 hours a month	Bi-monthly with all staff members (usually by classroom) 4 to 6 hours a month
	Children's Programs w/in Shelters	Small Child Care Center 12-24 children	Medium Child Care Center 25-50 children	Large Child Care Center > 50 children
Trainings	As needed and as stipulated in the MOU between the site and the service providing agency	As needed and as stipulated in the MOU between the site and the service providing agency	Same as small center	Same as small center

Case Consultation

Child focused, benefits an individual child by addressing developmental, behavioral, socio-emotional questions or concerns with teachers and/or staff.

Frequency of Activities

	Children's Programs w/in Shelters	Small Center 12-24 children	Medium Center 25-50 children	Large Center >50 children
Activity				
Child	2 to 4 times initially for each child and as	2 to 4 times initially for each child and	Same as for small center	Same as for small center

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Observation	needed. Recommended 4 to 10 hours per child per year.	as needed. Recommended 4 to 10 hours per child per year.		
Meeting with Director	Once per month per child who is the focus of case consultation.	Once per month per child who is the focus of case consultation.	Same as for small center	Same as for small center
Meeting with Staff	Once per month per child for duration of case consultation.	Once per month per child for duration of case consultation.	Same as for small center.	Same as for small center.
Meeting with Parents	3 to 5 times per child	3 to 5 times per child	Same as for small center.	Same as for small center.

- Direct services occur within the child care center and/or shelter as allowed by the established Site Agreement and are provided as needed to specific children and family members. All services to children are contingent upon written consent from parents or legal guardians.
- Provided by mental health consultants who are licensed or license-eligible.
- All direct treatment service providers, consultants, receive ongoing clinical supervision.
- Assessments for direct treatment service eligibility can include screenings for special needs, domestic violence in the family, possible referral for special education screenings, and alcohol or other substance use in the family.
- All direct treatment providers follow federal HIPPA regulations pertaining to the provisions of services and the maintenance of records.

Additional Modalities of Service/Interventions:

- Assessment of the site-specific environment will be a key factor in determining the level of on-going involvement between HCN's Executive Director and key management from the site.
- All direct treatment providers will be trained to provide culturally-competent, environmentally-competent, and developmentally-competent services.

6. Methodology

- A. As the premier agency in San Francisco acting as the collaborative centralizing referral response agency for mental health and shelter-based child care and early intervention services to homeless children, HCN operates as a comprehensive support organization for homeless families for city-wide resources. Our collaborative model allows for efficient and thorough outreach, promotion and advertisement activities. Monthly collaborative meetings in which providers share resources and coordinate referrals act as an outreach, promotion and advertisement mechanism. In addition, each collaborating agency has information posted on site in client gathering areas. Regular outreach, through community meetings with families at each shelter, also promotes services.
- B. HCN's Early Childhood Consultation services to the Shelters/Programs/FCCs are linked to the site, and are therefore not based on individual client eligibility standards. Therefore admission, enrollment and intake criteria for program eligibility is determined by the child/family's/staff's participation with the collaborating site.

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- C. HCN's Early Childhood Consultation services will be delivered by using our mobile approach to "meeting providers/clients where they are." We travel to child care sites after creating a relationship to both the providers and parents in order to help promote optimal child development practices and provider support for both individual parent and child, as well as the program. The foundation of our approach is simple: as the programs are strengthened to support the caregivers of our most vulnerable children and parents, the caregivers are therefore strengthened to provide the attentiveness, skilled interventions, patience, and love needed to guide the daily care of children from birth to five. Hence, our communities will have healthy and vibrant children to celebrate.
- D. HCN's Early Childhood Consultation services will be developmentally, linguistically, environmentally, and culturally optimal and accessible for families. Our staff therefore will reflect both a supremely high level of child development experience, including, but not limited to graduate studies in a related field; as well as, having the personality and emotional presence to be the example of self-care and balance. The specific methodology for our program model will be delivered in the context of the following services: HCN provides Consultation-Individual, Consultation-Group, Consultation-Class/Child Observation, Training/Parent Support, Direct Services- Individual, Direct Service Group services to children. In addition, Outreach & Linkage and Program Evaluation will be provided. Hours of operation are Monday-Friday 9a-6p. Services are delivered at the shelter/program/FCC locations listed above, as well as at our offices at 3450 3rd Street Unit 1C.
- E. Re: staffing refer to Appendix B

7. Objectives and Measurements:

A. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY18/19.

8. Continuous Quality Improvement:

HCN conducts continuous quality assurance and monitoring through the following means. Evidence of CQI activities is maintained in HCN's Administrative Binder for review by the Business Office of Contract Compliance.

1. **Achievement of Contract Performance Objectives and Productivity:** HCN's Program Director is responsible for oversight of all HCN contract performance objectives and productivity. The Program Director runs monthly reports to ensure compliance with program deliverables, and directs or provides training to staff and interns in required topics. HCN Staff meet for one hour each Tuesday with the Executive Director, Program Director, Program Assistant and Clinical Supervision Staff. Staff meetings address system-level identification of areas for improvement, compliance training needs, consumer feedback and recommendations for continuous quality assurance. HCN's Program Director monitors contract performance objectives based on outcome data, and meets monthly with clinicians and the Clinical Director to ensure progress towards annual goals.
2. **Quality of Documentation: Periodic Utilization Review and Quality Control.** A committee comprised of the Clinical Supervisor, Quality Assurance Staff and Program Director meet monthly to review cases. The review covers documentation accuracy and quality, special risk factors, clinical status and progress of each client, treatment modalities and the efficacy of interventions. The committee discusses outcomes

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and recommendations, such as changes in service intensity and referrals. PURQC Committee notes are kept by the Program Director and include recommendations to be conveyed to individual clinicians. procedures. Every clinician meets weekly with the Clinical Supervision Team for individual clinical supervision, and attends a weekly 2-hour Group Supervision meeting. Recommendations of the PURQC Committee are conveyed to clinicians during these meetings. A quarterly internal chart review is conducted by the Clinical Director. The Clinical Supervision Team keeps notes and a sign-in sheet for each Group Supervision session, including the topics covered.

3. **Cultural Competency of Staff and Services:** HCN's hiring policy includes thorough screening of candidates for cultural fit and cultural humility in serving the target population. HCN's Executive Director arranges for quarterly trainings to staff and interns in Cultural Sensitivity. Every Tuesday the clinical staff and interns participate in a one and a half hour workshop on relevant topics, such as therapeutic techniques, legal and ethical issues, and cultural competency.

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

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

9. Required Language (if applicable):

A. For CBHS CYF SOC ECMHCI: Contractor will adhere to all stipulated BHS requirements for the completion of Site Agreements for each assigned program site and/or service setting. Contractor also will comply with all stipulations of content, timelines, ensuring standards of practice, and all reporting requirements as put forth by the BHS ECMHCI System of Care Program Manager and RFP-10-2013.

B. Changes may occur to the composition of program sites during the contract year due to a variety of circumstances. Any such changes will be coordinated between the contractor and the BHS ECMHCI SOC Program Manager and will not necessitate a modification to the Appendix-A target population table. Contractor is responsible for assigning mental health consultants to all program sites and for notifying the BHS ECMHCI System of Care Program Manager of any changes.

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

A. Program are listed below:

- Budget Summary
- Appendix B-1a EPSDT General
- Appendix B-1b EPSDT Riley
- Appendix B-1c EPSDT Treasure Island
- Appendix B-1d EPSDT LGBTQ
- Appendix B-2 ECMHCI**

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Six Million Nine Hundred Eighty-Nine Thousand Eight Hundred Forty-Nine Dollars (\$6,989,849) for the period of July 1, 2018 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, \$748,912 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for

SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

July 1, 2018 to June 30, 2019	\$	1,077,208
July 1, 2019 to June 30, 2020	\$	1,700,201
July 1, 2020 to June 30, 2021	\$	1,721,157
July 1, 2021 to June 30, 2022	\$	1,742,371
SubTotal July 1, 2018 to June 30, 2022	\$	6,240,937
Contingency	\$	748,912
TOTAL	\$	6,989,849

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

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number 00723
 Legal Entity Name/Contractor Name Homeless Children's Network

Appendix B, Page 1
 Fiscal Year 2018-19

Contract ID Number 1000011726		Document Date 7/1/2018		Funding Notification Date 10/03/18		
Appendix Number	B-1a	B-1b	B-1c	B-1d	B-2	
Provider Number	38AS	38AS	38AS	38AS	38AS	
Program Name	EPSDT - Regular	EPSDT Riley	Treasure Island	EPSDT LGBTQ	ECMHCI	
Program Code	38AS3	38AS4	38AS5	38AS6	TBD	
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-12/31/2018	
FUNDING USES						
Salaries	\$ 320,968	\$ 7,700	\$ 9,690	\$ 79,008	\$ 159,400	TOTAL
Employee Benefits	\$ 84,496	\$ 2,002	\$ 2,536	\$ 20,554	\$ 43,119	\$ 576,766
Subtotal Salaries & Employee Benefits	\$ 405,464	\$ 9,702	\$ 12,226	\$ 99,562	\$ 202,519	\$ 152,707
Operating Expenses	\$ 138,875	\$ 10,624	\$ 6,620	\$ 19,802	\$ 56,334	\$ 729,473
Capital Expenses						\$ 232,255
Subtotal Direct Expenses	\$ 544,339	\$ 20,326	\$ 18,846	\$ 119,364	\$ 258,853	\$ 961,728
Indirect Expenses	\$ 65,483	\$ 2,430	\$ 2,264	\$ 14,346	\$ 30,957	\$ 115,480
Indirect %	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
TOTAL FUNDING USES	\$ 609,822	\$ 22,756	\$ 21,110	\$ 133,710	\$ 289,810	\$ 1,077,208
BHS/MENTAL HEALTH FUNDING SOURCES						
MH CYF Fed SDMC FFP (50%)	\$ 283,311	\$ 7,372	\$ 8,000	\$ 61,348		\$ 360,031
MH CYF State 2011 PSR-EPSTD	\$ 273,480	\$ 7,134	\$ 7,200	\$ 60,098		\$ 347,912
MH MHSA (PEI)					\$ 124,602	\$ 124,602
MH WO DCYF Child Care					\$ 57,939	\$ 57,939
MH WO HSA Childcare					\$ 60,391	\$ 60,391
MH WO CFC School Readiness					\$ 9,500	\$ 9,500
MH WO HSA ECE/PFA					\$ 35,929	\$ 35,929
MH CYF County Local Match	\$ 9,830	\$ 238	\$ 800	\$ 1,250		\$ 12,118
MH CYF County General Fund	\$ 43,201	\$ 8,012	\$ 5,110	\$ 11,014		\$ 67,337
MH CYF County GF WO CODB					\$ 1,449	\$ 1,449
TOTAL BHS/MENTAL HEALTH FUNDING SOURCES	\$ 609,822	\$ 22,756	\$ 21,110	\$ 133,710	\$ 289,810	\$ 1,077,208
BHS/SUD FUNDING SOURCES						
						\$ -
OTHER DPH FUNDING SOURCES						
						\$ -
TOTAL NON-DPH FUNDING SOURCES						
						\$ -
TOTAL DPH FUNDING SOURCES						
	\$ 609,822	\$ 22,756	\$ 21,110	\$ 133,710	\$ 289,810	\$ 1,077,208
NON-DPH FUNDING SOURCES						
						\$ -
TOTAL NON-DPH FUNDING SOURCES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)						
	\$ 609,822	\$ 22,756	\$ 21,110	\$ 133,710	\$ 289,810	\$ 1,077,208

Prepared By Jeremy Rhodes

Phone Number

415-437-3990 EXT 309

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

DHCS Legal Entity Number 00723		Appendix Number B-1a	
Provider Name Homeless Children's Network		Page Number 1	
Provider Number 38AS		Fiscal Year 2018-19	
Document Date 7/1/2018		Funding Notification Date 10/03/18	
Program Name	EPSDT Regular	EPSDT Regular	
Program Code	38AS3	38AS3	
Model/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	
Funding Term (7/1/2018-6/30/2019):	7/1/2018-6/30/2019	7/1/2018-6/30/2019	
FUNDING USES			TOTAL
Salaries & Employee Benefits	5,210	400,254	405,464
Operating Expenses	1,964	136,911	138,875
Capital Expenses			-
Subtotal Direct Expenses	7,174	537,165	544,339
Indirect Expenses	978	64,505	65,483
TOTAL FUNDING USES	8,152	601,670	609,822
BHS MENTAL HEALTH FUNDING	Dept-Auth-Proj-Activity		
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	3,418	279,893
MH CYF State 2011 PSR-EPSTD	251962-10000-10001670-0001	2,562	270,918
MH CYF County Local Match	251962-10000-10001670-0001	954	8,876
MH CYF County General Fund	251962-10000-10001670-0001	1,218	41,983
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity	8,152	601,670
This row left blank for funding sources not in drop-down list			
OTHER DPH FUNDING SOURCE	Dept-Auth-Proj-Activity	-	-
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES		-	-
This row left blank for funding sources not in drop-down list			
TOTAL DPH FUNDING SOURCES		8,152	601,670
This row left blank for funding sources not in drop-down list			
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)		8,152	601,670
BHS UNITS OF SERVICE AND UNIT COST			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)
DPH Units of Service		4,036	230,525
Unit Type		Staff Minute	Staff Minute
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 2.02	\$ 2.61
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 2.02	\$ 2.61
Published Rate (Medi-Cal Providers Only)		\$ 3.02	\$ 3.79
Unduplicated Clients (UDC)		2	213
			Total UDC
			215

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Document
Date 7/1/2018

Program Name EPSDT Regular
Program Code 38ASS3

Appendix Number B-1a
Page Number 2
Fiscal Year 2018-19
Funding Notification Date 10/03/18

	7/1/2018-6/30/2019		7/1/2018-6/30/2019		(mm/dd/yy-mm/dd/yy):	
	FTE	Salaries	FTE	Salaries	FTE	Salaries
TOTAL						
	General Fund 251962-10000-10001670-0001		Dept-Auth-Proj-Activity			
Executive Director	0.18	\$ 21,600	0.18	\$ 21,600		
Program Director	0.18	\$ 14,400	0.18	\$ 14,400		
Program Assistant	0.50	\$ 20,000	0.50	\$ 20,000		
Clinical Director	0.80	\$ 56,000	0.80	\$ 56,000		
Clinical Supervisor	0.50	\$ 20,000	0.50	\$ 20,000		
Mental Health Therapist	0.50	\$ 27,500	0.50	\$ 27,500		
Mental Health Therapist II	0.50	\$ 27,500	0.50	\$ 27,500		
Mental Health Therapist III	0.50	\$ 27,500	0.50	\$ 27,500		
Mental Health Therapist IV	0.50	\$ 27,500	0.50	\$ 27,500		
Mental Health Therapist V	0.50	\$ 27,500	0.50	\$ 27,500		
Mental Health Therapist VI	0.50	\$ 27,500	0.50	\$ 27,500		
Quality Assurance	0.50	\$ 23,968	0.50	\$ 23,968		
	0.00	\$ -				
	0.00	\$ -				
	0.00	\$ -				
Totals:	5.66	\$ 320,968	5.66	\$ 320,968	0.00	\$ -
Employee Benefits:	26%	\$ 84,496	26%	\$ 84,496	0.00%	
TOTAL SALARIES & BENEFITS		\$ 405,464		\$ 405,464		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Document Date

7/1/2018

Program Name EPSDT Regular

Appendix Number

B-1a

Program Code 38AS3

Page Number

3

Fiscal Year

2018-19

Funding Notification Date

10/03/18

Expense Categories & Line Items	TOTAL	General Fund		(mm/dd/yy-mm/dd/yy):
		251962-10000-10001670-0001		
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019		
Rent	\$ 88,781	\$ 88,781		
Utilities (telephone, electricity, water, gas)	\$ 5,012	\$ 5,012		
Building Repair/Maintenance	\$ 2,302	\$ 2,302		
Occupancy Total:	\$ 96,095	\$ 96,095		\$ -
Office Supplies	\$ 7,900	\$ 7,900		
Photocopying	\$ 1,680	\$ 1,680		
Program Supplies	\$ 9,200	\$ 9,200		
Computer Hardware/Software	\$ 2,000	\$ 2,000		
Materials & Supplies Total:	\$ 20,780	\$ 20,780		\$ -
Training/Staff Development	\$ 4,000	\$ 4,000		
Insurance	\$ 5,150	\$ 5,150		
Professional License	\$ 300	\$ 300		
Permits	\$ 1,800	\$ 1,800		
Equipment Lease & Maintenance	\$ 1,300	\$ 1,300		
General Operating Total:	\$ 12,550	\$ 12,550		\$ -
Local Travel	\$ 8,450	\$ 8,450		
Out-of-Town Travel	\$ 1,000	\$ 1,000		
Field Expenses	\$ -	\$ -		
Staff Travel Total:	\$ 9,450	\$ 9,450		\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -	\$ -		
Consultant/Subcontractor Total:	\$ -	\$ -		\$ -
Other (provide detail):	\$ -	\$ -		
	\$ -	\$ -		
Other Total:	\$ -	\$ -		\$ -
TOTAL OPERATING EXPENSE	\$ 138,875	\$ 138,875		\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Homelss Children's Network
 Contract ID Number 1000011726

Page Number 4
 Fiscal Year 2018-19
 Funding Notification Date 10/3/18
 Document Date 7/1/2018

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Finance Director	0.40	\$ 28,000
Development Director	0.21	\$ 15,000
Subtotal:	0.61	\$ 43,000
Employee Benefits:	26.0%	\$ 11,180
Total Salaries and Employee Benefits:		\$ 54,180

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Audit	\$ 9,000
Payroll fees	\$ 356
Insurance costs at approx. 20%	\$ 1,947
Total Operating Costs	\$ 11,303
Total Indirect Costs	\$ 65,483

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

DHCS Legal Entity Number 00723		Appendix Number B-1b	
Provider Name Homeless Children's Network		Page Number 1	
Provider Number 38AS		Fiscal Year 2018-19	
Document Date 7/1/2018	Funding 38AS	Funding Notification Date 10/03/18	
Program Name EPPSDT Riley	Program Code 38AS4		
Model/SFC (MH) or Modality (SUD) 15/10-57, 59			
Service Description OP-MH Svcs			
Funding Term (7/1/2018-6/30/2019)	7/1/2018-6/30/2019		
FUNDING USES			TOTAL
Salaries & Employee Benefits	9,702		9,702
Operating Expenses	10,624		10,624
Capital Expenses			
Subtotal Direct Expenses	20,326		20,326
Indirect Expenses	2,430		2,430
TOTAL FUNDING USES	22,756		22,756
BHS-MENTAL HEALTH FUNDING	Dept-Auth-Prof-Activity		
MH CYE Fed SDMC FFP (50%)	251962-10000-10001670-0001	7,372	7,372
MH CYE State 2011 PSR-EPSDT	251962-10000-10001670-0001	7,134	7,134
MH CYE County Local Match	251962-10000-10001670-0001	238	238
MH CYE County General Fund	251962-10000-10001670-0001	8,012	8,012
TOTAL BHS-MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Prof-Activity	22,756	22,756
BHS-SUD FUNDING SOURCES	Dept-Auth-Prof-Activity		
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TOTAL BHS SUD FUNDING SOURCES		-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Prof-Activity		
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES		-	-
TOTAL DPH FUNDING SOURCES		22,756	22,756
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)		22,756	22,756
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	Fee-For-Service (FFS)		
DPH Units of Service	8,719		
Unit Type	Staff Minute	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.61	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.61	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 3.79		
Unduplicated Clients (UDC)	8		Total UDC 8

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name EPSDT Riley
 Program Code 38AS4

Document Date 7/1/2018
 Appendix Number B-1b
 Page Number 2
 Fiscal Year 2018-19
 Funding Notification Date 10/03/18

Position Title	FTE	7/1/2018-6/30/2019		FTE	7/1/2018-6/30/2019		FTE	Salaries
		Salaries			Salaries			
TOTAL			General Fund 251962-10000-10001670-0001					
Executive Director	0.01	\$ 1,200		0.01	\$ 1,200			
Program Director	0.01	\$ 800		0.01	\$ 800			
Program Assistant	0.03	\$ 1,200		0.03	\$ 1,200			
Clinical Supervisor	0.03	\$ 1,200		0.03	\$ 1,200			
Mental Health Therapist	0.01	\$ 550		0.01	\$ 550			
Mental Health Therapist II	0.01	\$ 550		0.01	\$ 550			
Mental Health Therapist III	0.01	\$ 550		0.01	\$ 550			
Mental Health Therapist IV	0.01	\$ 550		0.01	\$ 550			
Mental Health Therapist V	0.01	\$ 550		0.01	\$ 550			
Mental Health Therapist VI	0.01	\$ 550		0.01	\$ 550			
	0.00							
	0.00	\$ -						
	0.00	\$ -						
Totals:	0.14	\$ 7,700		0.14	\$ 7,700			0.00
Employee Benefits:	26.00%	\$ 2,002	26.00%	\$ 2,002	0.00%			
TOTAL SALARIES & BENEFITS		\$ 9,702		\$ 9,702		\$ -		

Appendix B - DPH 4: Operating Expenses Detail

7/1/2018

Document Date

Program Name EPSDT Riley
 Program Code 38AS4

Appendix Number

Page Number

Fiscal Year

Funding Notification Date

B-1b
 3
 2018-19
 10/03/18

Expense Categories & Line Items	TOTAL	General Fund 251962-10000- 10001670-0001	Dept-Auth-Prof- Activity
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	(mm/dd/yy--mm/dd/yy):
Rent	\$ 10,624	\$ 10,624	
Utilities (telephone, electricity, water, gas)			
Building Repair/Maintenance			
Occupancy Total:	\$ 10,624	\$ 10,624	\$ -
Office Supplies			
Photocopying			
Program Supplies			
Computer Hardware/Software			
Materials & Supplies Total:	\$ -	\$ -	\$ -
Training/Staff Development			
Insurance			
Professional License			
Permits			
Equipment Lease & Maintenance			
General Operating Total:	\$ -	\$ -	\$ -
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 Amounts)	\$ -		
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -
Other (provide detail):	\$ -		
	\$ -		
	\$ -		
Other Total:	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 10,624	\$ 10,624	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name <u>Homeless Children's Network</u>	Page Number <u>4</u>
Contract ID Number <u>1000011726</u>	Fiscal Year <u>2018-19</u>
	Funding Notification Date <u>10/3/18</u>
	Document Date <u>7/1/2018</u>

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount

Subtotal:	0.00	\$	-
Employee Benefits:	0.0%		
Total Salaries and Employee Benefits:		\$	-

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
IT Contractor	\$ 1,430
Grantwriting Contractor	\$ 1,000
Total Operating Costs	\$ 2,430
Total Indirect Costs \$ 2,430	

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

DHCS Legal Entity Number 00723		Appendix Number B-1c	
Provider Name Homeless Children's Network		Page Number 1	
Provider Number 38AS		Fiscal Year 2018-19	
Document Date 7/1/2018		Funding Notification Date 10/03/18	
Program Name	EPSDT TI	EPSDT TI	
Program Code	38AS5	38AS5	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	
Funding Term (7/1/2018-6/30/2019)	7/1/2018-6/30/2019	7/1/2018-6/30/2019	
FUNDING USES			
Salaries & Employee Benefits	716	11,510	12,226
Operating Expenses	400	6,220	6,620
Capital Expenses			
Subtotal Direct Expenses	1,116	17,730	18,846
Indirect Expenses	134	2,130	2,264
TOTAL FUNDING USES	1,250	19,860	21,110
BHS MENTAL HEALTH FUNDING S			
Dept-Auth-Proj-Activity			
MH CYE Fed SDMC FFP (50%)	251962-10000-10001670-0001	624	7,376
MH CYE State 2011 PSR-EPSTD	251962-10000-10001670-0001	312	6,888
MH CYE County Local Match	251962-10000-10001670-0001	164	636
MH CYE County General Fund	251962-10000-10001670-0001	150	4,960
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		1,250	19,860
BHS SUD FUNDING SOURCES			
Dept-Auth-Proj-Activity			
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TOTAL BHS SUD FUNDING SOURCES			
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TOTAL BHS SUD FUNDING SOURCES			
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TOTAL OTHER DPH FUNDING SOURCES			
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TOTAL OTHER DPH FUNDING SOURCES			
NON-DPH FUNDING SOURCES			
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TOTAL NON-DPH FUNDING SOURCES			
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			
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	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	619	7,609	
Unit Type	Staff Minute	Staff Minute	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.02	\$ 2.61	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.02	\$ 2.61	\$ -
Published Rate (Medi-Cal Providers Only)	\$ 3.02	\$ 3.79	
Unduplicated Clients (UDC)	2	8	Total UDC 10

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name EPSDT Treasure Island
 Program Code 38AS5

Document Date 7/1/2018
 Appendix Number B-1c
 Page Number 2
 Fiscal Year 2018-19
 Funding Notification Date 10/03/18

Position Title	FTE	7/1/2018-6/30/2019		FTE	7/1/2018-6/30/2019		Dept-Auth-Prof-Activity
		Salaries	Salaries		Salaries	Salaries	
Executive Director	0.01	\$ 1,200	\$ 1,200	0.01	\$ 1,200	\$ 1,200	(mm/dd/yy--mm/dd/yy):
Program Director	0.01	\$ 800	\$ 800	0.01	\$ 800	\$ 800	
Program Assistant	0.03	\$ 1,200	\$ 1,200	0.03	\$ 1,200	\$ 1,200	
Clinical Director	0.03	\$ 1,990	\$ 1,990	0.03	\$ 1,990	\$ 1,990	
Clinical Supervisor	0.03	\$ 1,200	\$ 1,200	0.03	\$ 1,200	\$ 1,200	
Mental Health Therapist	0.01	\$ 550	\$ 550	0.01	\$ 550	\$ 550	
Mental Health Therapist II	0.01	\$ 550	\$ 550	0.01	\$ 550	\$ 550	
Mental Health Therapist III	0.01	\$ 550	\$ 550	0.01	\$ 550	\$ 550	
Mental Health Therapist IV	0.01	\$ 550	\$ 550	0.01	\$ 550	\$ 550	
Mental Health Therapist V	0.01	\$ 550	\$ 550	0.01	\$ 550	\$ 550	
Mental Health Therapist VI	0.01	\$ 550	\$ 550	0.01	\$ 550	\$ 550	
	0.00	\$ -	\$ -		\$ -	\$ -	
	0.00	\$ -	\$ -		\$ -	\$ -	
	0.00	\$ -	\$ -		\$ -	\$ -	
Totals:	0.17	\$ 9,690	\$ 9,690	0.17	\$ 9,690	\$ 9,690	0.00
Employee Benefits:	26%	\$ 2,536	\$ 2,536	26%	\$ 2,536	\$ 2,536	0.00%
TOTAL SALARIES & BENEFITS		\$ 12,226	\$ 12,226		\$ 12,226	\$ 12,226	\$ -

Appendix B - DPH 4: Operating Expenses Detail

Document Date

7/1/2018

Program Name EPSDT Treasure Island

Appendix Number

B-1c

Program Code 38AS5

Page Number

3

Fiscal Year

2018-19

Funding Notification Date

10/03/18

Expense Categories & Line Items	TOTAL	General Fund 251962-10000- 10001670-0001	Dept-Auth-Proj- Activity
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	(mm/dd/yy--mm/dd/yy):
Rent	\$ 6,620	\$ 6,620	
Utilities (telephone, electricity, water, gas)			
Building Repair/Maintenance			
Occupancy Total:	\$ 6,620	\$ 6,620	\$ -
Office Supplies			
Photocopying			
Program Supplies			
Computer Hardware/Software			
Materials & Supplies Total:	\$ -	\$ -	\$ -
Training/Staff Development			
Insurance			
Professional License			
Permits			
Equipment Lease & Maintenance			
General Operating Total:	\$ -	\$ -	\$ -
Local Travel			
Out-of-Town Travel			
Field Expenses	\$ -		
Staff Travel Total:	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Service Detail w/Dates, Hourly Rate and Amounts)	\$ -		
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -
Other (provide detail):	\$ -		
	\$ -		
	\$ -		
Other Total:	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 6,620	\$ 6,620	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Homelss Children's Network
 Contract ID Number 1000011726

Page Number 4
 Fiscal Year 2018-19
 Funding Notification Date 10/3/18
 Document Date 7/1/2018

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount

Subtotal: 0.00 \$ -
 Employee Benefits: 0.0%
Total Salaries and Employee Benefits: \$ -

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Off site storage @ 78%	\$ 1,264
Insurance @ 9%	\$ 1,000
Total Operating Costs	\$ 2,264

Total Indirect Costs **\$ 2,264**

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

DHCS Legal Entity Number 00723		Appendix Number B-1d	
Provider Name Homeless Children's Network		Page Number 1	
Provider Number 38AS		Fiscal Year 2018-19	
Document Date 7/1/2018		Funding Notification Date 10/03/18	
Program Name	EPSDT LGBTQ	EPSDT LGBTQ	
Program Code 38AS6	15/01-09	15/10-57, 59	
Mode/SFC (MH) or Modality (SUD)	OP-Case Mgt	OP-MH Svcs	
Service Description	Brokerage		
Funding Term (7/1/2018-6/30/2019)	7/1/2018-6/30/2019	7/1/2018-6/30/2019	
FUNDING USES			TOTAL
Salaries & Employee Benefits	1,856	97,706	99,562
Operating Expenses	958	18,844	19,802
Capital Expenses			
Subtotal Direct Expenses	2,814	116,550	119,364
Indirect Expenses	360	13,986	14,346
TOTAL FUNDING USES	3,174	130,536	133,710
BHS MENTAL HEALTH FUNDING SQ	Dept-Auth-Proj-Activity		
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	1,209	60,139
MH CYF State 2011 PSR-EPST	251962-10000-10001670-0001	1,635	58,463
MH CYF County Local Match	251962-10000-10001670-0001	30	1,220
MH CYF County General Fund	251962-10000-10001670-0001	300	10,714
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		3,174	130,536
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUD FUNDING SOURCES			
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
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TOTAL OTHER DPH FUNDING SOURCES			
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)		3,174	130,536
BHS UNITS OF SERVICE AND UNIT COST			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Number of Beds Purchased			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	1,571	50,014	0
Unit Type	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.02	\$ 2.61	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.02	\$ 2.61	\$ -
Published Rate (Medi-Cal Providers Only)	\$ 3.02	\$ 3.79	
Unduplicated Clients (UDC)	1	44	
			Total UDC
			45

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name **EPSDT LGBTQ**
 Program Code **38AS6**

Document Date **7/1/2018**
 Appendix Number **B-1d**
 Page Number **2**
 Fiscal Year **2018-19**
 Funding Notification Date **10/03/18**

Position Title	Funding Term	7/1/2018-6/30/2019		7/1/2018-6/30/2019		Dept-Auth-Proj-Activity
		FTE	Salaries	FTE	Salaries	
TOTAL	General Fund 251962-10000-10001670-0001					
Executive Director		0.10	\$ 12,000	0.10	\$ 12,000	(mm/dd/yy-mm/dd/yy):
Program Director		0.10	\$ 8,000	0.10	\$ 8,000	FTE
Program Assistant		0.20	\$ 8,000	0.20	\$ 8,000	Salaries
Clinical Director		0.10	\$ 7,000	0.10	\$ 7,000	
Clinical Supervisor		0.10	\$ 4,000	0.10	\$ 4,000	
Mental Health Therapist		0.10	\$ 5,500	0.10	\$ 5,500	
Mental Health Therapist II		0.10	\$ 5,500	0.10	\$ 5,500	
Mental Health Therapist III		0.10	\$ 5,500	0.10	\$ 5,500	
Mental Health Therapist IV		0.10	\$ 5,500	0.10	\$ 5,500	
Mental Health Therapist V		0.10	\$ 5,500	0.10	\$ 5,500	
Mental Health Therapist VI		0.10	\$ 5,500	0.10	\$ 5,500	
Quality Assurance		0.15	\$ 7,008	0.15	\$ 7,008	
		0.00	\$ -			
		0.00	\$ -			
		0.00	\$ -			
		0.00	\$ -			
Totals:		1.35	\$ 79,008	1.35	\$ 79,008	0.00
Employee Benefits:		26.02%	\$ 20,554	26.02%	\$ 20,554	0.00%

TOTAL SALARIES & BENEFITS

\$ 99,562

\$ 99,562

\$ -

Appendix B - DPH 4: Operating Expenses Detail

Document Date

7/1/2018

Program Name EPSDT LGBTQ
 Program Code 38AS6

Appendix Number

B-1d

Page Number

3

Fiscal Year

2018-19

Funding Notification Date

10/03/18

Expense Categories & Line Items	TOTAL	General Fund 251962-10000- 10001670-0001	Dept-Auth-Proj- Activity
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	(mm/dd/yy--mm/dd/yy):
Rent	\$ 19,802	\$ 19,802	
Utilities (telephone, electricity, water, gas)			
Building Repair/Maintenance			
Occupancy Total:	\$ 19,802	\$ 19,802	\$ -
Office Supplies			
Photocopying			
Program Supplies			
Computer Hardware/Software			
Materials & Supplies Total:	\$ -	\$ -	\$ -
Training/Staff Development			
Insurance			
Professional License			
Permits			
Equipment Lease & Maintenance			
General Operating Total:	\$ -	\$ -	\$ -
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 Amounts)	\$ -		
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -
Other (provide detail):	\$ -		
	\$ -		
	\$ -		
Other Total:	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 19,802	\$ 19,802	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Homeless Children's Network
 Contract ID Number 1000011726

Page Number 4
 Fiscal Year 2018-19
 Funding Notification Date 10/3/18
 Document Date 7/1/2018

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Finance Director	0.10	\$ 7,000
Development Director	0.05	\$ 3,500
Subtotal:	0.15	\$ 10,500
Employee Benefits:	26.0%	\$ 2,730
Total Salaries and Employee Benefits:		\$ 13,230

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Payroll administration	\$ 116
Insurance @ 9%	\$ 1,000
Total Operating Costs	\$ 1,116
Total Indirect Costs	\$ 14,346

FUNDING USES	Program Name	Model/SEC (MH) or Modality (SUD)	Service Description	Funding Term (07/01/2018-12/31/2018)													TOTAL
				45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19		
SALARIES & EMPLOYEE BENEFITS	Individual	60,304	26,172	23,410	10,230	22,278	22,075	18,095	9,653	9,653	2,050	1,799	5,667	585	202,519		
	Consultation Group	12,721	6,539	6,022	3,022	4,278	5,664	6,921	2,830	2,830	5,161	1,798	5,667	201	56,334		
SUBSIDIZED DIRECT EXPENSES	Individual	83,025	33,010	29,472	13,732	20,556	27,738	21,706	12,683	12,683	4,810	3,524	8,007	786	255,953		
	Consultation Group	7,425	3,699	3,524	1,506	3,508	3,688	3,524	1,383	1,383	551	422	880	94	30,957		
TOTAL FUNDING USES		70,450	34,879	32,998	14,758	30,064	31,408	28,429	13,976	13,976	5,161	3,946	8,887	880	289,810		
MH MSHA (PEI)	Day-Auth-Prof-Activity	29,000	16,941	14,183	6,474	12,827	13,404	11,395	6,229	6,229	2,133	1,625	3,940	343	124,802		
	MH WO DCYE CHM Care	13,785	7,288	6,525	3,037	5,954	6,221	5,289	2,828	2,828	1,065	857	1,942	293	57,938		
CHILDREN	MH WO CFC School Readiness	14,495	7,878	6,884	3,138	6,265	6,540	5,523	3,018	3,018	1,034	788	1,861	166	60,391		
	MH WO HAS ECE/FA	2,280	1,208	1,080	494	988	1,028	899	475	475	163	124	293	24	9,500		
MH CYF	County SF WO COOB	9,009	4,988	4,203	1,542	3,775	3,971	3,244	1,266	1,266	799	554	1,007	87	35,028		
	County SF WO COOB	371	180	161	73	147	153	129	71	71	24	18	44	7	1,448		
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		70,450	34,879	32,998	14,758	30,064	31,408	28,429	13,976	13,976	5,161	3,946	8,887	880	289,810		
OTHER DPH FUNDING SOURCES																	
TOTAL OTHER DPH FUNDING SOURCES																	
TOTAL BHS FUNDING SOURCES																	
NON-DPH FUNDING SOURCES																	
TOTAL NON-DPH FUNDING SOURCES																	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)																	
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																	
DPH Units of Service																	
Unit 1 Fee																	
Unit 2 Fee																	
Cost Per Unit - Contract Rate (DPH & NON-DPH FUNDING SOURCES ONLY)																	
Prohibited Items (Medi-Cal Providers Only)																	
Unduplicated Clients (UDC)																	
															282		

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name EGMHCI
 Program Code Consultation

Document 7/1/2018
 Date
 Appendix Number B-2
 Page Number 2
 Fiscal Year 2018-19
 Funding Notification Date 10/03/18

Position Title	Funding Term	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Executive Director	7/1/2018-12/31/2018	0.10	\$ 12,000	0.04	\$ 5,159	0.02	\$ 2,999	0.02	\$ 2,501	0.00	\$ 392	0.01	\$ 1,487	0.00	\$ 0	0.00	\$ 0
Program Director	7/1/2018-12/31/2018	0.11	\$ 8,700	0.05	\$ 3,740	0.02	\$ 1,739	0.02	\$ 1,813	0.00	\$ 284	0.01	\$ 1,078	0.00	\$ 0	0.00	\$ 0
Program Assistant	7/1/2018-12/31/2018	0.24	\$ 9,600	0.10	\$ 4,127	0.05	\$ 1,919	0.05	\$ 2,001	0.01	\$ 314	0.03	\$ 1,189	0.00	\$ 0	0.00	\$ 0
Clinical Supervisor	7/1/2018-12/31/2018	0.34	\$ 13,600	0.15	\$ 5,847	0.07	\$ 2,719	0.07	\$ 2,834	0.01	\$ 445	0.04	\$ 1,685	0.00	\$ 0	0.00	\$ 0
Mental Health Therapist	7/1/2018-12/31/2018	0.35	\$ 19,250	0.15	\$ 8,276	0.07	\$ 3,848	0.07	\$ 4,012	0.01	\$ 629	0.04	\$ 2,385	0.00	\$ 0	0.00	\$ 0
Mental Health Therapist II	7/1/2018-12/31/2018	0.35	\$ 19,250	0.15	\$ 8,276	0.07	\$ 3,848	0.07	\$ 4,012	0.01	\$ 629	0.04	\$ 2,385	0.00	\$ 0	0.00	\$ 0
Mental Health Therapist III	7/1/2018-12/31/2018	0.35	\$ 19,250	0.15	\$ 8,276	0.07	\$ 3,848	0.07	\$ 4,012	0.01	\$ 629	0.04	\$ 2,385	0.00	\$ 0	0.00	\$ 0
Mental Health Therapist IV	7/1/2018-12/31/2018	0.35	\$ 19,250	0.15	\$ 8,276	0.07	\$ 3,848	0.07	\$ 4,012	0.01	\$ 629	0.04	\$ 2,385	0.00	\$ 0	0.00	\$ 0
Mental Health Therapist V	7/1/2018-12/31/2018	0.35	\$ 19,250	0.15	\$ 8,276	0.07	\$ 3,848	0.07	\$ 4,012	0.01	\$ 629	0.04	\$ 2,385	0.00	\$ 0	0.00	\$ 0
Mental Health Therapist VI	7/1/2018-12/31/2018	0.35	\$ 19,250	0.15	\$ 8,276	0.07	\$ 3,848	0.07	\$ 4,012	0.01	\$ 629	0.04	\$ 2,385	0.00	\$ 0	0.00	\$ 0
Totals:		2.89	\$ 159,400	1.24	\$ 68,526	0.58	\$ 31,864.06	0.60	\$ 33,219	0.09	\$ 5,212	0.36	\$ 19,750	0.02	\$ 829	0.02	\$ 224

Employee Benefits: 27.05% \$ 43,119 27.05% \$ 18,537 27.05% \$ 8,619 27.05% \$ 8,986 27.05% \$ 1,410 27.05% \$ 5,342 27.05% \$ 224

TOTAL SALARIES & BENEFITS \$ **202,519** \$ **87,083** \$ **40,484** \$ **42,205** \$ **6,622** \$ **25,092** \$ **1,053**

Appendix B - DPH 4: Operating Expenses Detail

Program Name ECMHCI
 Program Code Consultation

Document Date 7/1/2018
 Appendix Number B-2
 Page Number 3
 Fiscal Year 2018-19
 Funding Notification Date 10/03/18

Expense Categories & Line Items	TOTAL	MH MHA (PEI) 251984-17156- 1003199-0020	MH WO DCYF Child Care 251962-10002- 10001799-0007	MH WO HSA DMSF CH DHS Childcare 251962-10002- 10001803-0001	MH WO CFC School Readiness 251962-10002- 10001800-0003	MH WO HSA ECE/PFA 251982- 10002-10001803- 0008	MH CYF County GF WO CODB 251962- 10000-10001670-0001
Funding Term	7/1/2018-12/31/2018	7/1/2018-12/31/2018	7/1/2018-12/31/2018	7/1/2018-12/31/2018	7/1/2018-12/31/2018	7/1/2018-12/31/2018	7/1/2018-12/31/2018
Rent	\$ 50,000	\$ 21,495	\$ 9,995	\$ 10,420	\$ 1,635	\$ 6,195	\$ 260
Utilities (telephone, electricity, water, gas)	\$ 334	\$ 144	\$ 67	\$ 70	\$ 11	\$ 41	\$ 2
Building Repair/Maintenance	\$ 2,000	\$ 860	\$ 400	\$ 417	\$ 65	\$ 248	\$ 10
Occupancy Total:	\$ 52,334	\$ 22,498	\$ 10,462	\$ 10,906	\$ 1,711	\$ 6,484	\$ 273
Office Supplies	\$ 250	\$ 107	\$ 50	\$ 52	\$ 8	\$ 31	\$ 1
Photocopying	\$ 250	\$ 107	\$ 50	\$ 52	\$ 8	\$ 31	\$ 1
Program Supplies	\$ 250	\$ 107	\$ 50	\$ 52	\$ 8	\$ 31	\$ 1
Computer Hardware/Software	\$ 250	\$ 107	\$ 50	\$ 52	\$ 8	\$ 31	\$ 1
Materials & Supplies Total:	\$ 1,000	\$ 430	\$ 200	\$ 208	\$ 33	\$ 124	\$ 5
Training/Staff Development	\$ 200	\$ 86	\$ 40	\$ 42	\$ 7	\$ 25	\$ 1
Insurance	\$ 200	\$ 86	\$ 40	\$ 42	\$ 7	\$ 25	\$ 1
Professional License	\$ 200	\$ 86	\$ 40	\$ 42	\$ 7	\$ 25	\$ 1
Permits	\$ 200	\$ 86	\$ 40	\$ 42	\$ 7	\$ 25	\$ 1
Equipment Lease & Maintenance	\$ 200	\$ 86	\$ 40	\$ 42	\$ 7	\$ 25	\$ 1
General Operating Total:	\$ 1,000	\$ 430	\$ 200	\$ 208	\$ 33	\$ 124	\$ 5
Local Travel	\$ 1,000	\$ 430	\$ 200	\$ 208	\$ 33	\$ 124	\$ 5
Out-of-Town Travel	\$ 1,000	\$ 430	\$ 200	\$ 208	\$ 33	\$ 124	\$ 5
Field Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Travel Total:	\$ 2,000	\$ 860.00	\$ 400.00	\$ 417.00	\$ 65.00	\$ 248.00	\$ 10.00
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 56,334	\$ 24,218	\$ 11,262	\$ 11,739	\$ 1,842	\$ 6,980	\$ 293

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name <u>Homeless Children's Network</u>	Page Number <u>4</u>
Contract ID Number <u>1000011726</u>	Fiscal Year <u>2018-19</u>
	Funding Notification Date <u>10/3/18</u>
	Document Date <u>7/1/2018</u>

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Finance Director	0.30	\$ 21,000

Subtotal:	0.30	\$	21,000
Employee Benefits:	26.0%	\$	5,460
Total Salaries and Employee Benefits:		\$	26,460

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Off site storage @ 28 %	\$ 355
Insurance @ 38%	\$ 4,142
Total Operating Costs	\$ 4,497
Total Indirect Costs	\$ 30,957

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name Homeless Children's Network
 Contract ID Number 1000011726

Page Number 5
 Fiscal Year 2018-19
 Funding Notification Date 10/3/18
 Document Date 7/1/2018

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Finance Director	0.80	\$ 56,000
Development Director	0.26	\$ 18,500

Subtotal:	1.06	\$	74,500
Employee Benefits:	26.0%	\$	19,370
Total Salaries and Employee Benefits:		\$	93,870

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Off site storage @ 100 %	\$ 1,619
Insurance @ 76%	\$ 8,089
Audit	\$ 9,000
payroll fees	\$ 472
IT contractor	\$ 1,430
Grantwriting contractor	\$ 1,000
Total Operating Costs	\$ 21,610

Total Indirect Costs	\$ 115,480
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**Appendix C
Reserved**

**Appendix D
Reserved**

Appendix E
Business Associate Agreement



San Francisco Department of Public Health
Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.



San Francisco Department of Public Health

Business Associate Agreement

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA,



San Francisco Department of Public Health
Business Associate Agreement

PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as



San Francisco Department of Public Health

Business Associate Agreement

necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).



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g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].



San Francisco Department of Public Health

Business Associate Agreement

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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



3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30)



San Francisco Department of Public Health

Business Associate Agreement

days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

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

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

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

Contractor Name:	Homeless Children's Network	Contractor City Vendor ID	0000018734
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...				Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?				
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?				
	If Name & Title:	Phone #	Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]				
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]				
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?				
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFDPH Information Security staff?				

II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION ...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?		
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?		

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)	Signature	Date
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date

Contractor Name:	Homeless Children's Network	Contractor City Vendor ID	0000018734
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DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...		Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans? Date of last Data Security Risk Assessment/Audit:		
C	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report: Have a formal Data Security Awareness Program?		
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?		
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information? If Name & Title: Phone # Email:		
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of trainings for a period of 7 years.]		
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)	Signature	Date
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III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date

**Appendix F
Invoices**

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Control Number

Contractor : Homesless Children's Network
Address: 3265 17th Street, #404, San Francisco, CA 94110
Tel No.: (415)437-3990
Fax No.: (415)437-3994

BHS

INVOICE NUMBER: M09 JL 18
Ct.Blanket No.: BPHM
User Cd
Cl. PO No.: POHM
Fund Source: MH CYF Fed/ State/ County-General Fund
Invoice Period : July 2018
Final Invoice: (Check if Yes)
ACE Control Number:

Funding Term: 07/01/2018 - 06/30/2019
PHP Division: Behavioral Health Services

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only:

DELIVERABLES Program Name/Replg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL	Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS		UOS	CLIENTS
B-1a EPSDT Regular PC# - 38AS3 (HMHMCP751594) 251962-10000-10001670-0001											
15/ 01 - 09 Case Mgt Brokerage	4,036				\$ 2.02	\$ -	0.000		0.00%	4,036.000	\$ 8,162.72
15/ 10 - 57, 59 MH Svcs	230,525				\$ 2.61	\$ -	0.000		0.00%	230,525.000	601,670.25 \$ 609,822.97
B-1b EPSDT Riley PC# - 38AS4											
15/ 10 - 57, 59 MH Svcs	8,719				\$ 2.61	\$ -	0.000		0.00%	8,719.000	22,756.59 \$ 22,756.59
B-1c EPSDT TI PC# - 38AS5											
15/ 01 - 09 Case Mgt Brokerage	619				\$ 2.02	\$ -	0.000		0.00%	619.000	1,250.38
15/ 10 - 57, 59 MH Svcs	7,619				\$ 2.61	\$ -	0.000		0.00%	7,619.000	19,885.59 \$ 21,135.97
B-1d EPSDT LGBTQ PC# - 38AS6											
15/ 01 - 09 Case Mgt Brokerage	1,571				\$ 2.02	\$ -	0.000		0.00%	1,571.000	3,173.42
15/ 10 - 57, 59 MH Svcs	50,014				\$ 2.61	\$ -	0.000		0.00%	50,014.000	130,536.54 \$ 133,709.96
TOTAL	303,103		0.000				0.000		0.00%	303,103.000	\$ 787,425.49
Budget Amount					\$ 787,398.00				Expenses To Date	% of Budget	Remaining Budget
									\$ -	0.00%	\$ 787,398.00

SUBTOTAL AMOUNT DUE \$ -
Less: Initial Payment Recovery
(For DPH Use) Other Adjustments
NET REIMBURSEMENT \$ -

NOTES:

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

Signature: _____ Date: _____
Title: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Control Number

Contractor: Homeless Children's Network

Address: 3265 17th Street, #404, San Francisco, CA 94110

Tel No.: (415) 437-3990

Fax No.: (415) 437-3994

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

BHS

INVOICE NUMBER: M10 JL 18

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: WO HSA DMSF CH DHS Childcare

Invoice Period: July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only:

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-2 ECMHI HSA - (HMHMCHCDHSWO) 251962-10002-10001803-0001												
45/ 10 - 19 Outreach Svcs Consultation Indiv	161				\$ 90.00	\$ -	0.000		0.00%		161.000	\$ 14,490.00
45/ 10 - 19 Outreach Svcs Consultation Grp	85				\$ 90.00	\$ -	0.000		0.00%		85.000	7,650.00
45/ 10 - 19 Outreach Svcs Consultation Observ	76				\$ 90.00	\$ -	0.000		0.00%		76.000	6,840.00
45/ 10 - 19 Outreach Svcs Staff Training	35				\$ 90.00	\$ -	0.000		0.00%		35.000	3,150.00
45/ 10 - 19 Outreach Svcs Parent Trn/Supp Grp	70				\$ 90.00	\$ -	0.000		0.00%		70.000	6,300.00
45/ 10 - 19 Outreach Svcs Early Ref/Linkage	73				\$ 90.00	\$ -	0.000		0.00%		73.000	6,570.00
45/ 10 - 19 Outreach Svcs Consultant Train/Supv (10% Cap)	61				\$ 90.00	\$ -	0.000		0.00%		61.000	5,490.00
45/ 10 - 19 Outreach Svcs Evaluation (5% Cap)	34				\$ 90.00	\$ -	0.000		0.00%		34.000	3,060.00
45/ 10 - 19 Outreach Svcs System Work (5% Cap)	34				\$ 90.00	\$ -	0.000		0.00%		34.000	3,060.00
45/ 10 - 19 Outreach Svcs Early Interv Indiv	11				\$ 90.00	\$ -	0.000		0.00%		11.000	990.00
45/ 10 - 19 Outreach Svcs Early Interv Group (15% Cap)	7				\$ 110.00	\$ -	0.000		0.00%		7.000	770.00
45/ 10 - 19 Outreach Svcs MH Services Indiv/ Family	21				\$ 90.00	\$ -	0.000		0.00%		21.000	1,890.00
45/ 10 - 19 Outreach Svcs MH Services Group (5%Cap)	1				\$ 110.00	\$ -	0.000		0.00%		1.000	110.00
TOTAL	669		0.000				0.000		0.00%		669.000	\$ 60,370.00
Budget Amount					\$ 60,391.00				Expenses To Date	% of Budget		Remaining Budget
									\$ -	0.00%		\$ 60,391.00
SUBTOTAL AMOUNT DUE						\$ -	NOTES:					
Less: Initial Payment Recovery												
(For DPH Use) Other Adjustments												
NET REIMBURSEMENT						\$ -						

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

Signature: _____ Date: _____

Title: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M11 JL 18

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD User Cd

Fund Source: WO DCYF Child Care/ CYF County WO CODB

Invoice Period : July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Contractor : **Homesless Children's Network**
Address: 3265 17th Street, #404, San Francisco, CA 94110

BHS

Tel No.: (415) 437-3994
Fax No.: (415)437-3990

Funding Term : 07/01/2018 - 06/30/2019

PHP Division: Community Behavioral Health Services

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-2 ECMHI DCYF - (HMMCHDCYF) 251962-10002-10001799-0007												
45/ 10 - 19 Outreach Svcs Consultation Indiv	157				\$ 90.00	\$ -	0.000		0.00%		157.000	\$ 14,130.00
45/ 10 - 19 Outreach Svcs Consultation Grp	83				\$ 90.00	\$ -	0.000		0.00%		83.000	7,470.00
45/ 10 - 19 Outreach Svcs Consultation Observ	74				\$ 90.00	\$ -	0.000		0.00%		74.000	6,630.00
45/ 10 - 19 Outreach Svcs Staff Training	35				\$ 90.00	\$ -	0.000		0.00%		35.000	3,150.00
45/ 10 - 19 Outreach Svcs Parent Trn/Supp Grp	68				\$ 90.00	\$ -	0.000		0.00%		68.000	6,120.00
45/ 10 - 19 Outreach Svcs Early Ref/Linkage	71				\$ 90.00	\$ -	0.000		0.00%		71.000	6,330.00
45/ 10 - 19 Outreach Svcs Consultant Train/Supv (10% Cap)	60				\$ 90.00	\$ -	0.000		0.00%		60.000	5,400.00
45/ 10 - 19 Outreach Svcs Evaluation (5% Cap)	33				\$ 90.00	\$ -	0.000		0.00%		33.000	2,970.00
45/ 10 - 19 Outreach Svcs System Work (5% Cap)	33				\$ 90.00	\$ -	0.000		0.00%		33.000	2,970.00
45/ 10 - 19 Outreach Svcs Early Interv Indiv	12				\$ 90.00	\$ -	0.000		0.00%		12.000	1,030.00
45/ 10 - 19 Outreach Svcs Early Interv Group (15% Cap)	8				\$ 110.00	\$ -	0.000		0.00%		8.000	830.00
45/ 10 - 19 Outreach Svcs MH Services Indiv/ Family	21				\$ 90.00	\$ -	0.000		0.00%		21.000	1,830.00
45/ 10 - 19 Outreach Svcs MH Services Group (5%Cap)	2				\$ 110.00	\$ -	0.000		0.00%		2.000	220.00
TOTAL	657		0.000				0.000		0.00%		657.000	\$ 59,330.00

Budget Amount		\$ 59,389.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Budget	\$ 59,389.00
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SUBTOTAL AMOUNT DUE \$ -
 Less: Initial Payment Recovery HSA WO - 251962-10002-10001799-0007 - \$57,940.00
 (For DPH Use) Other Adjustments GF - WO CODB- 251962-10000-10001670-0001 - \$1,448.00
NET REIMBURSEMENT \$ -

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

Signature: _____ Date: _____
 Title: _____

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

DPH Authorization for Payment

 Authorized Signatory

 Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

Contractor : Homeless Children's Network

Address: 3265 17th Street, #404, San Francisco, CA 94110

Tel No.: (415) 437-3994

Fax No.: (415) 437-3990

Funding Term : 07/01/2018 - 06/30/2019

PHP Division: Community Behavioral Health Services

BHS

INVOICE NUMBER: M12 JL 18

Cl. Blanket No.: BPHM TBD

Cl. PO No.: POHM TBD

Fund Source: MHSA (PEI)

Invoice Period : July 2018

Final Invoice: (Check if Yes)

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (Mtr Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-2 ECMHI - (HMHMPROP63-PMHS63-1810) 251984-17156-10031199-0020												
45/ 10 - 19 Outreach Svcs Consultation Indiv	332				\$ 90.00	\$ -	0.000		0.00%		332.000	
45/ 10 - 19 Outreach Svcs Consultation Group	176				\$ 90.00	\$ -	0.000		0.00%		176.000	\$ 29,880.00
45/ 10 - 19 Outreach Svcs Consultation Observ	157				\$ 90.00	\$ -	0.000		0.00%		157.000	15,840.00
45/ 10 - 19 Outreach Svcs Staff Training	72				\$ 90.00	\$ -	0.000		0.00%		72.000	14,130.00
45/ 10 - 19 Outreach Svcs Parent Trn/Supp Grp	144				\$ 90.00	\$ -	0.000		0.00%		144.000	6,480.00
45/ 10 - 19 Outreach Svcs Early Ref/Linkage	150				\$ 90.00	\$ -	0.000		0.00%		150.000	12,960.00
45/ 10 - 19 Outreach Svcs Consultant Train/Supv (10% Cap)	127				\$ 90.00	\$ -	0.000		0.00%		127.000	13,500.00
45/ 10 - 19 Outreach Svcs Evaluation (5% Cap)	69				\$ 90.00	\$ -	0.000		0.00%		69.000	11,430.00
45/ 10 - 19 Outreach Svcs System Work (5% Cap)	69				\$ 90.00	\$ -	0.000		0.00%		69.000	6,210.00
45/ 10 - 19 Outreach Svcs Early Interv Indiv	24				\$ 90.00	\$ -	0.000		0.00%		24.000	6,210.00
45/ 10 - 19 Outreach Svcs Early Interv Group (15% Cap)	15				\$ 110.00	\$ -	0.000		0.00%		15.000	2,160.00
45/ 10 - 19 Outreach Svcs MH Services Indiv/ Family	43				\$ 90.00	\$ -	0.000		0.00%		43.000	1,650.00
45/ 10 - 19 Outreach Svcs MH Services Group (5%Cap)	3				\$ 110.00	\$ -	0.000		0.00%		3.000	3,870.00
TOTAL	1381		0.000				0.000		0.00%		1381.000	\$ 124,650.00
	Budget Amount				\$ 124,602.00			Expenses To Date	% of Budget		Remaining Budget	
								\$ -	0.00%		\$ 124,602.00	
SUBTOTAL AMOUNT DUE							\$ -	NOTES:				
Less: Initial Payment Recovery												
(For DPH Use) Other Adjustments												
NET REIMBURSEMENT							\$ -					

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

Signature: _____ Date: _____
 Title: _____

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

DPH Authorization for Payment

 Authorized Signatory

 Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

Contractor: Homeless Children's Network

Address: 3265 17th Street, #404, San Francisco, CA 94110

Tel No.: (415)437-3990

Fax No.: (415)437-3994

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Community Behavioral Health Services

BHS

INVOICE NUMBER: M13 JL 18

Cl.Blanket No.: BPHM TBD

Cl. PO No.: POHM TBD

Fund Source: MH WO CFC School Readiness

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number: _____

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only:

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	LIEN	UOS	CLIENTS
B-2 ECMHI - CFC SchoolReadiness - (HMHMCHSRIPWD) 251962-10002-10001900-0003	25				\$ 90.00	\$ -	0.000		0.00%		25.000	
45/ 10 - 19 Outreach Svcs Consultation Indiv	13				\$ 90.00	\$ -	0.000		0.00%		13.000	
45/ 10 - 19 Outreach Svcs Consultation Observ	12				\$ 90.00	\$ -	0.000		0.00%		12.000	
45/ 10 - 19 Outreach Svcs Staff Training	6				\$ 90.00	\$ -	0.000		0.00%		6.000	
45/ 10 - 19 Outreach Svcs Parent Trn/Supp Grp	11				\$ 90.00	\$ -	0.000		0.00%		11.000	
45/ 10 - 19 Outreach Svcs Early Ref/Linkage	11				\$ 90.00	\$ -	0.000		0.00%		11.000	
45/ 10 - 19 Outreach Svcs Consultant Train/Supv (10% Cap)	10				\$ 90.00	\$ -	0.000		0.00%		10.000	
45/ 10 - 19 Outreach Svcs Evaluation (5% Cap)	5				\$ 90.00	\$ -	0.000		0.00%		5.000	
45/ 10 - 19 Outreach Svcs System Work (5% Cap)	5				\$ 90.00	\$ -	0.000		0.00%		5.000	
45/ 10 - 19 Outreach Svcs Early Interv Indiv	2				\$ 90.00	\$ -	0.000		0.00%		2.000	
45/ 10 - 19 Outreach Svcs Early Interv Group (15% Cap)	1				\$ 110.00	\$ -	0.000		0.00%		1.000	
45/ 10 - 19 Outreach Svcs MH Services Indiv/ Family	3				\$ 90.00	\$ -	0.000		0.00%		3.000	
45/ 10 - 19 Outreach Svcs MH Services Group (5%Cap)	1				\$ 110.00	\$ -	0.000		0.00%		1.000	
TOTAL	105		0.000				0.000		0.00%		105.000	

Budget Amount	\$ 9,500.00	Expenses To Date	\$ -	% of Budget	0.00%	Remaining Budget	\$ 9,500.00
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SUBTOTAL AMOUNT DUE	\$ -	NOTES:
Less: Initial Payment Recovery		
(For DPH Use) Other Adjustments		
NET REIMBURSEMENT	\$ -	

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

Signature: _____ Date: _____

Title: _____

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

DPH Authorization for Payment

 Authorized Signatory

 Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Control Number

Contractor: Homeless Children's Network
Address: 3265 17th Street, #404, San Francisco, CA 94110
Tel No.: (415)437-3990
Fax No.: (415)437-3994

BHS

INVOICE NUMBER: M14 JL 18
Ct.Blanket No.: BPHM TBD
User Cd
Ct. PO No.: POHM TBD
Fund Source: MH WO CFC MH Pre-School
Invoice Period : July 2018
Final Invoice: (Check if Yes)
ACE Control Number:

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables		
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS	
B-2 ECMHI - CFC MH Pre-School - (HMHMCHFPAPWO) 251962-10002-10001 803-0008	96				\$ 90.00	\$ -	0.000		0.00%		96.000		\$ 8,640.00
45/ 10 - 19 Outreach Svcs Consultation Indiv	51				\$ 90.00	\$ -	0.000		0.00%		51.000		4,590.00
45/ 10 - 19 Outreach Svcs Consultation Observ	45				\$ 90.00	\$ -	0.000		0.00%		45.000		4,050.00
45/ 10 - 19 Outreach Svcs Staff Training	21				\$ 90.00	\$ -	0.000		0.00%		21.000		1,890.00
45/ 10 - 19 Outreach Svcs Parent Trn/Supp Grp	41				\$ 90.00	\$ -	0.000		0.00%		41.000		3,690.00
45/ 10 - 19 Outreach Svcs Early Ref/Linkage	43				\$ 90.00	\$ -	0.000		0.00%		43.000		3,870.00
45/ 10 - 19 Outreach Svcs Consultant Train/Supy (10% Cap)	37				\$ 90.00	\$ -	0.000		0.00%		37.000		3,330.00
45/ 10 - 19 Outreach Svcs Evaluation (5% Cap)	20				\$ 90.00	\$ -	0.000		0.00%		20.000		1,800.00
45/ 10 - 19 Outreach Svcs System Work (5% Cap)	20				\$ 90.00	\$ -	0.000		0.00%		20.000		1,800.00
45/ 10 - 19 Outreach Svcs Early Interv Indiv	7				\$ 90.00	\$ -	0.000		0.00%		7.000		630.00
45/ 10 - 19 Outreach Svcs Early Interv Group (15% Cap)	4				\$ 110.00	\$ -	0.000		0.00%		4.000		440.00
45/ 10 - 19 Outreach Svcs MH Services Indiv/ Family	12				\$ 90.00	\$ -	0.000		0.00%		12.000		1,080.00
45/ 10 - 19 Outreach Svcs MH Services Group (5%Cap)	1				\$ 110.00	\$ -	0.000		0.00%		1.000		110.00
TOTAL	398		0.000				0.000		0.00%		398.000		\$ 35,920.00
Budget Amount					\$ 35,929.00								
							Expenses To Date		% of Budget		Remaining Budget		
							\$ -		0.00%		\$ 35,929.00		
		SUBTOTAL AMOUNT DUE			\$ -	NOTES:							
		Less: Initial Payment Recovery											
		(For DPH Use) Other Adjustments											
		NET REIMBURSEMENT			\$ -								

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

Signature: _____ Date: _____
Title: _____

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

DPH Authorization for Payment

Authorized Signatory Date

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

Introduction

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

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

Dispute Resolution Procedure

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

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

notwithstanding the foregoing, nothing shall diminish the parties' rights to seek any and all other legal or equitable remedies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2019

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

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

PRODUCER License # 0K07568 Pacific Diversified Insurance Services 925-686-2860 363 Civic Drive Suite 100 Pleasant Hill, CA 94523	CONTACT NAME: PHONE (A/C, No, Ext): (925) 686-2860	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Homeless Children's Network 3450 3rd Street Unit 1C San Francisco, CA 94124	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.,		18058
	INSURER B : State Compensation Ins Fund		35076
	INSURER C :		
	INSURER D :		
	INSURER E :		


COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER: 2
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		PHPK1904404	01/22/2019	01/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Host Liquor Lia \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1904404	01/22/2019	01/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB653942	01/22/2019	01/22/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nf) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	150257319	01/22/2019	01/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O			PHPK1904404	01/22/2019	01/22/2020	Limit: \$ 1,000,000
A	Crime / Fidelity			PHPK1904404	01/22/2019	01/22/2020	Limit: \$ 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability Ad ditional Insured including Waiver of Subrogation PIGLDHA 10-11. Fund Raising Events PISE001 12-05.

City and County of San Francisco Department of Public Health. The General Liability is primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought per the attached endorsement PI-GL-005 07-12.

CERTIFICATE HOLDER City and County of San Francisco Department of Public Health 1380 Howard St. San Francisco, CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

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

A. Extended Property Damage

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

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

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

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

C. Non-Owned Watercraft

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

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

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

D. Damage to Property You Own, Rent or Occupy

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

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

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

E. Damage to Premises Rented to You

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

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

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

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

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

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

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

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

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

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

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

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

F. HIPAA

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

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

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

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

This insurance does not apply to:

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

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

- b. **Criminal Acts**

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

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

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

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

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

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

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

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

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

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

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

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
1. **d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

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

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

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

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

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

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

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

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

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

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

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

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

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

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

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

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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

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

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

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

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

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

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

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

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

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

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

a. is amended to include:

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

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

b. is amended to include:

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

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

N. Unintentional Failure To Disclose Hazards

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

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

O. Transfer of Rights of Recovery Against Others To Us

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

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

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

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

P. Liberalization

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

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

Q. Bodily Injury – Mental Anguish

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

"Bodily injury" means:

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

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

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

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

- b. Malicious prosecution or abuse of process;

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUND RAISING EVENTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- Parades sponsored by the Insured
- Aircraft
- Motorcycle runs and automobile rallies
- Fireworks – exhibitors operated by the Insured.
- Firearms
- Animals – other than house pets
- Carnivals and fairs with mechanical rides sponsored by the Insured
- Rock, Hip-Hop or Rap concerts – with admission over 500 people
- Events including contact sports
- Rodeos sponsored by the Insured
- Political Rallies
- Any event lasting more than 5 days (including otherwise acceptable events)
- Any event with greater than 500 people at any one time (including otherwise acceptable events)
- Any event with liquor provided by the Insured if a license is required for such activity.
- Any activities by third party telemarketing, direct mail, or internet advertising (including spam) firms.

B. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) related to your fund raising events, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf. However, third party telemarketing, direct mail, or internet advertising (including spam) firms shall not be Insureds.

C. Schedule of fund raising events:

Event(s)	Start Date	Finish Date	Premium
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Effective Date: 1/25/2019

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

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

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

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

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

