

File No. 220332

Committee Item No. 15  
Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee \_\_\_\_\_ Date May 11, 2022  
Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	<b>Motion</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Resolution</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Ordinance</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Legislative Digest</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Budget and Legislative Analyst Report</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Youth Commission Report</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Introduction Form</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Department/Agency Cover Letter and/or Report</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>MOU</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Grant Information Form</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Grant Budget</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Subcontract Budget</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Contract/Agreement</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Form 126 – Ethics Commission</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Award Letter</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Application</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Public Correspondence</b>

#### OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Executed Contract 1/1/2019</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Contract Amendment No. 1 7/1/2019</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Contract Amendment No. 2 7/1/2021</u>
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Completed by: Brent Jalipa Date May 6, 2022  
Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Contract Amendment - Homeless Children's Network - Behavioral Health Services for  
2 Black/African American Individuals, Children and Families - Not to Exceed \$19,976,478]

3 **Resolution approving Amendment No. 3 to the agreement between the Homeless  
4 Children's Network and the Department of Public Health, to provide behavioral health  
5 services for Black/African American individuals, children and families, to increase the  
6 agreement by \$10,340,308 for an amount not to exceed \$19,976,478; to extend the term  
7 by two years and six months from June 30, 2022, for a total agreement term of January  
8 1, 2019, through December 31, 2024; and to authorize the Department of Public Health  
9 to enter into amendments or modifications to the contract prior to its final execution by  
10 all parties that do not materially increase the obligations or liabilities to the City and are  
11 necessary to effectuate the purposes of the contract.**

12

13 WHEREAS, The Department of Public Health (DPH) selected the Homeless Children's  
14 Network (HCN) through a Request for Qualifications, RFQ 21-2018, to provide behavioral  
15 health services to Black/African American families under an agreement with an initial term of  
16 three years and six months, January 1, 2019, through June 30, 2022, and not to exceed  
17 amount of \$2,240,000; and

18 WHEREAS, Under this agreement, HCN provides direct family behavioral health  
19 treatment services and functions as the hub of a Citywide collaborative of agencies to unify  
20 the standard of care, including outreach and engagement, and trust building activities to  
21 develop rapport and strengthen referral systems to serve this population; and

22 WHEREAS, DPH subsequently amended the agreement retaining the term of January  
23 1, 2019, through June 30, 2022, and added \$4,168,000, for an amount not to exceed  
24 \$6,408,000 to reflect the expansion of treatment services to include Early and Periodic  
25 Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal reimbursement, along with new

1 funding from the Department of Children, Youth and their Families to further expand  
2 programming for Black/African American families; and

3 WHEREAS, DPH subsequently amended the agreement retaining the term of January  
4 1, 2019 through June 30, 2022, adding \$3,228,170 to expand programming as part of the  
5 City's Dream Keeper Initiative, for an amount not to exceed \$9,636,170; and

6 WHEREAS, DPH wishes to continue services under this agreement for the full term  
7 stated in RFQ 21-2018 of six years; and

8 WHEREAS, Section 9.118 of the Charter requires approval of the Board of Supervisors  
9 for contracts requiring anticipated expenditures exceeding \$10 million; now, therefore, be it

10 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
11 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the  
12 City and County of San Francisco, to execute Amendment No. 3 to the agreement with  
13 Homeless Children's Network for behavioral health services for Black/African American  
14 individuals, children and families for an amount not to exceed \$19,976,478 for a total  
15 agreement term of January 1, 2019, through December 31, 2024; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of  
17 Public Health to enter into any amendments or modifications to the contract, prior to its final  
18 execution by all parties, that the Department determines, in consultation with the City  
19 Attorney, are in the best interests of the City, do not otherwise materially increase the  
20 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of  
21 the contract, and are in compliance with all applicable laws; and be it

22 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
23 by all parties, the Director of Health and/or the Director of the Office of Contract  
24 Administration/Purchaser shall provide the final contacts to the Clerk of the Board for inclusion  
25 into the official File No. 220332.

1  
2 RECOMMENDED

3 /s/  
4 Dr. Grant Colfax  
5 Director of Health

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<b>Item 15</b> <b>File 22-0332</b>	<b>Department:</b> Department of Public Health
<b>EXECUTIVE SUMMARY</b>	
<b>Legislative Objectives</b>	
<ul style="list-style-type: none"> <li>The proposed resolution would approve the third amendment to the contract between the Department of Public Health and Homeless Children's Network for the administration of behavioral health services for Black/African American individuals, children, and families, to extend the contract by 2.5 years from June 20, 2022, to December 31, 2024, and to increase the amount by \$10,340,308 for a total not to exceed amount of \$19,976,478.</li> </ul>	
<b>Key Points</b>	
<ul style="list-style-type: none"> <li>The Homeless Children's Network was awarded the initial contract in January 2019 for an amount not to exceed \$2.24 million for 3.5 years (from January 2019 – June 2022). The contract has been amended twice to include additional services for children under age 21 who are enrolled in Medicaid, and to expand programming as part of the City's Dream Keeper Initiative.</li> <li>The Homeless Children's Network provides trauma-informed behavioral health services to homeless and formerly homeless youth, children and families, with a focus on supporting the Black/African American community. The current contract funds the Ma'at Program, which provides case management, therapy, crisis intervention and other mental health services tailored to the needs of the Black/African American community. Additional services are also funded through the Dream Keeper Initiative, including expansion the Ma'at Program to provide services to LGBTQ+ Black/African American children, families and adults residing primarily in Bayview Hunters Point, Western Addition and Castro.</li> <li>The proposed resolution would continue to fund the same level of services in FY 2022-23 and would require the Homeless Children's Network to continue to serve 177 clients annually through the Ma'at Program and 120 clients through Dream Keeper Initiative-related programming. Dream Keeper program funds are budgeted to decrease after FY 2022-23.</li> </ul>	
<b>Fiscal Impact</b>	
<ul style="list-style-type: none"> <li>Of the proposed new spending of approximately \$10.3 million over the next 2.5 years, approximately \$7.7 million will be used to support the Ma'at Program, \$1.9 million will fund Dream Keeper Initiative-related services, and there is \$0.7 million contingency.</li> </ul>	
<b>Recommendation</b>	
<ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND****Homeless Children's Network (HCN)**

Homeless Children's Network (HCN) is a nonprofit organization that provides trauma-informed services to homeless and formerly homeless children, youth and families, including behavioral health services, case management, basic needs support, violence prevention, and other services.

**RFQ #21-2018 Black/African American Family Behavioral Health Services**

In June 2018, the Department of Public Health (DPH) issued Request for Qualifications (RFQ) #21-2018 for culturally responsive behavioral health treatment for Black/African American children, youth and families. In response to this RFQ, DPH received proposals from five organizations. Proposals were assessed by a panel of DPH and nonprofit staff. The Homeless Children's Network received the highest score and was selected to provide behavioral health treatment services through the solicitation.

In January 2019, the initial contract agreement with Homeless Children's Network was executed for a 3.5-year total period from January 1, 2019 through June 30, 2022, in an amount not to exceed \$2,240,000. The contract agreement was amended twice, increasing the not-to-exceed amount to approximately \$9.6 million as shown in Exhibit 1 below.

**Exhibit 1: Previous Contract Amendments**

No.	Date	Description	Not-to-Exceed Amount
Initial Contract	1/1/19	Established original contract term from: January 1, 2019 - June 30, 2022.	\$2,240,000
Amendment #1	7/1/19	Increased the contract amount by \$4,168,000 to reflect annualization and expansion of treatment services and programming for Black/African American families via the Ma'at Program	\$6,408,000
Amendment #2	7/1/21	Increased the contract amount by \$3,228,170 (\$2,400,000 to fully fund the incorporation of Dream Keeper Initiative/SFPD Reallocation funding) and \$828,170 for further expansion to the Ma'at Program.	\$9,636,170

The first amendment included additional comprehensive and preventive health care services for children under age 21 who are enrolled in Medicaid, and the second amendment expanded programming as part of the City's Dream Keeper initiative. The length of the agreement was not increased. The RFQ stated that selected recipients would be awarded an initial contract term of 2 years, with one option to extend for an additional four years (for a total contract period of six years). According to the Department, the initial contract exceeded the term listed in the solicitation by 1.5 years because the Department determined that it would be inefficient to create a term that ended mid-year. According to the Department, after the contract with the Homeless Children's Network expires, a new solicitation will be issued for the same services.

**Dream Keeper Initiative**

The Homeless Children's Network was awarded \$1.2 million in annual funding from the City's Dream Keeper Initiative, an allocation of \$120 million in the FY 2020-21 – FY 2021-22 budget, administered by the Human Rights Commission, to benefit the Black community. In May 2021, a Revision to the Program Budget was issued prior to Amendment No. 2 to incorporate Dream Keeper Initiative programming and use existing expenditure authority in the current contract. The second amended contract funds Dream Keeper Initiative-related services, including expansion of the Ma'at program to provide mental health treatment to Black LGBTQ youth and families, community engagement with Black-led and Black-serving San Francisco Agencies, Black Sacred Space facilitated conversations for the Black/African American community over the course of a year, and additional events designed to provide a bridge between the Black LGBTQ+ community and Homeless Children's Network services.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve a third amendment to the contract between the Department of Public Health and Homeless Children's Network for the administration of behavioral health services for Black/African American individuals, children and families, to extend the contract by 2.5 years from June 20, 2022, to December 31, 2024, and to increase the amount by \$10,340,308 for a total not to exceed amount of \$19,976,478.

**Services Provided**

Through this contract, the Homeless Children's Network would continue to administer the Ma'at program and would continue to provide outreach and engagement services for Black/African American communities as part of the Dream Keeper Initiative. The programs supported in this contract are described below:

- **The Ma'at Program**

- The Ma'at Program, located at 3450 Third Street, provides case management, therapy, crisis intervention and other mental health services using an Afri-centric, strength-based, trauma-informed mental health model tailored to the needs of the Black/African American community. Ma'at program services support San Francisco residents living in emergency, domestic violence, and transitional shelters, as well as those families referred by homeless agencies.
- The Ma'at Program uses innovative approaches including healing circles, drumming circles, workshops, pop-up events and other alternative strategies to connect the Black/African American community in San Francisco to mental health support.
- The target population is Black/African American children ages 0-18 and their families in all neighborhoods living in San Francisco. The current contract requires the Homeless Children's Network to support 177 clients through their Ma'at Program.

- **Dream Keeper Initiative Programming**

- Services funded through the Dream Keeper Initiative are focused on supporting expansion of the Ma'at program to provide mental health services to LGBTQ+ Black/African American children, families and adults residing primarily in the Bayview Hunters Point, Western Addition and Castro areas.
- Funds contribute towards an expansion of existing direct mental health services, group support, healing circles, individual and community wellness services, and case management services to Black/African American individuals and families.
- Funds also support the Soul of Pride Community Hub under the Ma'at program, which includes mental health providers, case management, linkage to culturally responsive health care, housing, and additional services for the Black LGBTQ+ community.
- Dream Keeper Funding also supports the Early Childhood Mental Health Consultation Initiative, which includes strategic planning and outreach with early

childhood staff to provide support and feedback on how to improve programming for Black/African-American clients aged 0-5 years.

### **Amendment 3 Proposed Service Changes**

The proposed amendment would provide the same level of service in FY 2022-23. The proposed amendment would require the Homeless Children's Network to continue to serve 177 clients annually through the Ma'at Program (no change from the current contract). The Dream Keeper funding is intended to provide mental health services to an additional 120 clients and funds community outreach activities. Dream Keeper program funds is budgeted to decrease after FY 2022-23 (see below).

### **Contract Monitoring**

While program monitoring reports were prepared for FY 2019-20 describing the service delivery and compliance requirements the Ma'at Program, the Department did not assign rating scores due to the impact of COVID. In FY 2019-20, the program met 60 percent of its performance objectives, and the percentage of program clients indicating satisfaction with the program's services was less than 50 percent. According to the Department, performance objectives were not met due to additional time needed to implement significant program expansions, compounded by doing business during the pandemic. FY 2020-21 monitoring reports have not yet been completed. Due to issues with data infrastructure, Homeless Children's Network has not been able to sufficiently track the number of clients participating in each program. The Homeless Children's Network hired a consulting firm, Ceres Policy Research, to identify the number of clients participating in each service funded through the Dream Keeper Initiative. Due to issues with monitoring, the current performance of the Homeless Children's Network is not yet known.

### **Ceres Policy Research and Evaluation of Dream Keeper Funding**

Ceres Policy Research's evaluation report shows that the Dream Keeper Initiative programming served a minimum of 96 clients total from April 2021 through June 2021. Services include general mental health services, early childhood consultation, and mental health services tailored to the Black LGBTQ community. It is unknown whether Homeless Children's Network was able to provide services to 120 clients as required in the contract, or whether there may be participation overlap among service categories.

### **Impact of COVID-19**

Due to the COVID-19 pandemic, Homeless Children's Network transitioned from in-person to remote teletherapy, which includes providing technical support and assistance to families who are new to telehealth.

### **FISCAL IMPACT**

Exhibit 2 provides an overview of the budget for each program through December 2024.

**Exhibit 2: Homeless Children's Network Budget, by Program, During Proposed Extension**

Uses	FY 2022-23	FY 2023-24	FY 2024-25*	Total
Ma'at Program	2,857,085	3,218,798	1,641,181	7,717,064
Dream Keeper	1,222,500	450,000	225,000	1,897,500
<i>Subtotal</i>	<i>4,079,585</i>	<i>3,668,798</i>	<i>1,866,181</i>	<i>9,614,564</i>
Contingency				726,651
<b>Total Uses</b>	<b>4,079,585</b>	<b>3,668,798</b>	<b>1,866,181</b>	<b>10,341,215</b>

Source: Department of Public Health

Note: FY 2024-25 only includes July 2024 – December 2024.

Exhibit 2 above shows that of the total contract budget for the Homeless Children's Network, the standard Ma'at Program comprises 75 percent (approximately \$7.7 million total) of the total budget and funds 20.15 FTE.

The Dream Keeper Initiative portion of the extension budget is approximately 18 percent (\$1.9 million total) and funded 7.55 FTE in FY 2021-22. Exhibit 2 shows that the program budget is decreasing in FY 2023-24 because it is not yet known whether the Department will continue funding the Dream Keeper Initiative portion of the budget after FY 2022-23 or whether the ongoing funding will be subject to solicitation. The Dream Keeper program will be funded by Mental Health Services Act (MHSA) funding during the proposed extension.

Costs for the proposed extension are funded by the General Fund (\$7 million) and state and federal funding sources (\$2.6 million).

**RECOMMENDATION**

Approve the proposed resolution.

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

**Third Amendment**

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2021, in San Francisco, California, by and between **Homeless Children’s Network** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

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

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

WHEREAS, approval for this Amendment was obtained on August 3, 2020 from the Department of Human Resources on behalf of the Civil Service Commission] under PSC number 46987-16/17 in the amount of \$233,200,00 for the period commencing July 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_.

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

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

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

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

2.1 The term of this Agreement shall commence on the latter of: (i) January 1, 2019; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on (i) January 1, 2019 and expire on December 31, 2024, unless earlier terminated as otherwise provided herein.

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

**3.3.1 Calculation of Charges**

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 **Nine Million Six Hundred Thirty-Six Thousand One Hundred Seventy Dollars (\$9,636,170)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

### **3.3.1 Calculation of Charges**

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 **Nineteen Million Nine Hundred Seventy-Six Thousand Four Hundred Seventy-Eight Dollars (\$19,976,478)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

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

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

### **Article 3 Effective Date**

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

### **Article 4 Legal Effect**

**Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**CITY**

Recommended by:

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**Grant Colfax**  
**Director of Health**  
**Department of Public Health**

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_

Louise Simpson  
Deputy City Attorney

Approved:

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Sailaja Kurella  
Director, Office of Contract Administration, and  
Purchaser

**CONTRACTOR**

**Homeless Children's Network**



3/28/2022 | 11:53 PM CDT

6703722D07864B4  
**APRIL SILAS**  
**Executive Director**

City Supplier ID:  
0000018734

## **Appendix A** **Scope of Services – DPH Behavioral Health Services**

### **1. Terms**

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

### **2. Description of Services**

### **3. Services Provided by Attorneys**

### **1. Terms**

#### **A. Contract Administrator:**

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

#### **B. Reports:**

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

#### **C. Evaluation:**

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

**D. Possession of Licenses/Permits:**

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

**E. Adequate Resources:**

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

**F. Admission Policy:**

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

**G. San Francisco Residents Only:**

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

**H. Grievance Procedure:**

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

**I. Infection Control, Health and Safety:**

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

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

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for

health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

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

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

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

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

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

**J. Aerosol Transmissible Disease Program, Health and Safety:**

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

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

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

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

**K. Acknowledgment of Funding:**

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

**L. Client Fees and Third Party Revenue:**

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

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

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

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

**N. Patients' Rights:**

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

**O. Under-Utilization Reports:**

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

**P. Quality Improvement:**

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

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

**Q. Working Trial Balance with Year-End Cost Report**

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

**R. Harm Reduction**

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

**S. Compliance with Behavioral Health Services Policies and Procedures**

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

**T. Fire Clearance**

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall

undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request.”

**U. Clinics to Remain Open:**

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

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

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

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

**V. Compliance with Grant Award Notices:**

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 –Ma'At  
Appendix A-1a- Ma”At SFPD Reallocation Fund

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

**1. Identifiers:****1. Program Name: Ma'at****Program Address (primary program site address): 3450 3<sup>rd</sup> Street Unit 1C****City, State, Zip Code: San Francisco, CA 94124****Telephone: (415) 437-3990 / Facsimile: (415) 437-3994****Executive Director: April Silas****Telephone: (415) 437-3990 X 308****Email; Address: april@hcnkids.org****Program Code: 38ASMT****2. Nature of Document (check one)**

Original

**Amendment #2**

Revision to Program Budgets (RPB)

**3. Goal Statement**

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

**4. Priority Population**

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

**5. Modality(s)/Intervention(s)****Definitions of EPSDT Service Modalities**

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

## Mental Health Services

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

## Assessment

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

## Collateral

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

## Therapy

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

## Case Management

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

The total number of minutes to be provided in FY 21-22:

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

10 case management unduplicated clients EPSDT = 11,920 minutes

156 non-EPSDT unduplicated clients = 15,790 hours

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

## 6. Methodology

### Direct Client Services

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

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

The Ma'at program operates within the existing HCN structure as one of HCN's main priority programs. HCN's mission is two-fold: To provide direct family support services and to function as the hub of a citywide collaborative of agencies to unify the standard of care. Similarly, Ma'at both provides services to Black/African American families as well as functions as the hub of the "hub and spoke" model of citywide stakeholders. Outreach: Engage and introduce the Ma'at Program within communities around San Francisco. Engagement may include events, conversations, and other trust-building activities to develop rapport and referral systems with spokes (Rafiki, Bessie Carmichael and Soul of Pride) and other citywide stakeholders such as potential advisors, spokes, schools, referrals sources and others.

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

Promotion and advertisement: Cross-leverage HCN and partners' programs and community connections to publicize Ma'at. Promotion includes on the HCN website, social media, via hardcopy marketing collateral and elsewhere, such as conferences and events.

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

will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

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

HCN serves those living in emergency, domestic violence, and transitional shelters, as well as those families referred by homeless agencies. Services include family-focused, child centered therapy: individual counseling, play therapy, family counseling, and group therapy; as well as, case management linkages to appropriate and viable community resources. CANS data is reviewed by HCN's Program Director and used to determine training needs, supervision needs and discharge planning. Services are developmentally, linguistically, environmentally, and culturally optimal and accessible for families. Hours of operation are Monday-Friday 9a-6p as well as on the weekends and earlier or later by appointment only. Services are offered throughout the community, as well as at our offices at 3450 3rd Street, Unit 1C and 1426 Fillmore Street, Suite 301, San Francisco, CA.

### **Non-EPSDT Objectives:**

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

*Timeline: July 2021-June 2022.*

- Ongoing development of Afri-centric community-based mental health program to better understand how EPSDT can meet the needs of Black/African American families referred to the Ma'at program, including via a hybrid telehealth model during and after the COVID era
- Ongoing development of EPSDT-focused programming to serve Black/African American families during COVID era
- New site Medi-Cal certification in advance of the opening of HCN's Fillmore street location.

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

*Timeline: July 2021-June 2022*

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

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

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

*Timeline: July 2021-June 2022*

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

### 4. Community Advisory:

*Timeline: July 2021-June 2022:*

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

## 5. Rafiki Coalition:

*Timeline: July 2021-June 2022:*

- Love Pop Ups and other community outreach led by Rafiki Coalition are designed to activate resilience, grit and healing both after community violence/ or otherwise community traumatizing event, has occurred. Ideally Love Pop Up events can be delivered pro-actively before community violence has occurred. Each of these ideally will be done in a multi-systemic, trauma-informed, culturally responsive, collective impact process, so that we can impact the communities we serve, by: (1) Increasing wellness and self-care support to vulnerable populations; (2) Raising self-care and health literacy for vulnerable populations; (3) Decreasing Isolation and increasing feelings of connectedness to place and people; (4) Decreasing feelings of stress and traumatic symptoms; (5) Increasing sense of agency and feelings of hope.
- A take-back the Community SELF-LOVE Pop-up Event can occur over one or two days, where there is opportunity of increased wellness for the residents. Using COVID-safe practices, there may be several hours of massage, acupuncture, an expressive arts based healing circle, a community drumming circle, a yoga/meditation movement class, a healthy meal and/or an opportunity for one on one coaching/navigation session. The Wellness Navigation would navigate to services as needed such as Ma'at therapists, medical homes etc.
- Outreach, community engagement and advocacy include extensive relationship building with partners such as SFUSD schools and Hope SF, as well as families throughout San Francisco, including those who have experienced community violence. Rafiki staff connect with community members, with an emphasis on children and caregivers, around shared cultural and spiritual traditions. Community members and caregivers facing economic insecurity, in particular during the COVID pandemic, are linked to resources for food, housing assistance, job hunting help, or other supports as needed.
- During the COVID pandemic, Pop-ups and community outreach may be provided virtually to align with COVID-safe practices. Virtual events are hosted online, on a platform such as Zoom. They can be marketed via social media, email, word of mouth, flyers, and via families, local communities and community partners.

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

### Spoke Objectives:

- HCN will act as the lead agency, or "hub," to support community services sites, or "spokes, " to provide access to culturally responsive, family-driven behavioral health treatment and supports. The "hub and spoke" model means that community engagement and behavioral health services may take place outside of a traditional clinic, and at community service sites accessible to children, youth and families. Pop Ups are a spontaneous response to community crisis in the Black community.
- Interactions and services with spoke sites will utilize a hybrid model including telehealth components and COVID-safe in person measures when it is safe to do so.
- Spoke relationships will have the following:
  - Outreach
  - EPSDT referrals
  - Referrals for non-EPSDT mental health services
  - Community engagement efforts
  - Ongoing feedback circle with spoke sites and other community members
  - Referrals will come out of a reciprocal and circular feedback loop

D. HCN services will be delivered in the context of the BHS Access system, with a common definition of medical necessity for the level of care, and a common admission and discharge criteria for the level of care. HCN's Clinical Director functions as Care Manager responsible for the client's plan of care throughout the system-wide standards of accountability that is based on cost, access, quality and outcomes.

E. Ma'at program staffing:

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

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

## 7. Objectives and Measurements

*All EPSDT objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY 21-22.*

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

## 8. Continuous Quality Assurance and Improvement

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

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

2. Quality of Documentation: Periodic Utilization Review and Quality Control. A committee comprised of the Clinical Supervisor, Quality Assurance Staff and Program Director meet monthly to review cases. The review covers documentation accuracy and quality, special risk factors, clinical status and progress of each client, treatment modalities and the efficacy of interventions. The committee discusses outcomes and recommendations, such as changes in service intensity and referrals. PURQC Committee notes are kept by the Program Director and include recommendations to be conveyed to individual clinicians. A PURQC log is filled out at each committee meeting, and notes are kept by the Program Director. HCN's PURQC Committee complies with all SFDPH-BHS policies and procedures. Every clinician meets weekly with the Clinical Supervision Team for individual clinical supervision, and attends a weekly 2-hour Group Supervision meeting. Recommendations of the PURQC Committee are conveyed to clinicians during these meetings. A monthly internal chart review is conducted by the Clinical Director and/or the Quality Assurance Director. HCN's goal is that 100% of charts are reviewed by the end of each year. The Clinical Supervision Team keeps notes and a sign-in sheet for each Group Supervision session, including the topics covered.

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

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

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

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

Families and community partners will inform and participate in CQI activities for the enhancement of the project evaluation feedback and learning loop. Regular data sharing will build stakeholders' capacity to engage, review, and co-create solutions for program decision-making. Evaluation will include culturally responsive, reflective practices to problem solve around service issues related to structural discrimination. Participant-observation data will be gathered to track larger implementation milestones, lessons learned, and any needed course corrections.

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

## 9. Required Language

N/A

**1. Identifiers:****1. Program Name: Ma'at****Program Address (primary program site address): 3450 3<sup>rd</sup> Street Unit 1C****City, State, Zip Code: San Francisco, CA 94124****Telephone: (415) 437-3990 / Facsimile: (415) 437-3994****Executive Director: April Silas****Telephone: (415) 437-3990 X 308****Email; Address: april@hcnkids.org****Program Code: 38ASMT****2. Nature of Document (check one)**

Original

**Amendment #2 Revision to Program Budgets (RPB)****3. Goal Statement**

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

**4. Priority Population**

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

**5. Modality(s)/Intervention(s)**

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

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

**6. Methodology****Direct Client Services**

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

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

The Ma'at program operates within the existing HCN structure as one of HCN's main priority programs. HCN's mission is two-fold: To provide direct family support services and to function as the hub of a citywide collaborative of agencies to unify the standard of care. Similarly, Ma'at both provides services to Black/African American families as well as functions as the hub of the "hub and spoke" model of citywide stakeholders. Outreach: Engage and introduce the Ma'at Program within communities around San Francisco. Engagement may include events, conversations, and other trust-building activities to develop rapport and referral systems with spokes (Rafiki, Bessie Carmichael and Soul of Pride) and other citywide stakeholders such as potential advisors, spokes, schools, referrals sources and others.

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

**Promotion and advertisement:** Cross-leverage HCN and partners' programs and community connections to publicize Ma'at. Promotion includes on the HCN website, social media, via hardcopy marketing collateral and elsewhere, such as conferences and events.

B. Ma'at Program eligibility is determined by HCN's Clinical Director upon referral from collaborative members and spokes. HCN participates in the BHS Advanced Access initiative, including ensuring timely measurement of data at the site and reporting of data to BHS as required. The Ma'at program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

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

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

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

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

*Timeline: July 2021-June 2022*

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

2. Dream Keeper/Mega Black Sacred Space facilitated conversations

*Timeline: July 2021-June 2022*

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

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

*Timeline: July 2021-June 2022*

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

### **B. Dream Keeper Soul of Pride objectives:**

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

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

### **Soul of Pride Dream Keeper events for 2021-2022:**

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

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

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

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

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

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

#### **“Soulful Cabaret” Gala | 2022 | In-Person Event:**

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

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

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

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

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

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

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

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

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

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

**C. Dream Keeper Early Childhood Mental Health Objectives:**

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

*Timeline: July 2021-June 2022*

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

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

#### D. Ma'at/Dream Keeper program staffing:

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

### 7. Objectives and Measurements

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

### 8. Continuous Quality Assurance and Improvement

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

Overall, the evaluation design will capture CQI implementation data in a culturally responsive way that values Black/African American families' experience as integral to evaluation knowledge. The evaluation team will utilize a culturally responsive (Hood, Hopson, & Frierson, 2015), developmental (Patton, 2010) evaluation approach to guide collaborative work.

Families and community partners will inform and participate in CQI activities for the enhancement of the project evaluation feedback and learning loop. Regular data sharing will build stakeholders'

capacity to engage, review, and co-create solutions for program decision-making. Evaluation will include culturally responsive, reflective practices to problem solve around service issues related to structural discrimination. Participant-observation data will be gathered to track larger implementation milestones, lessons learned, and any needed course corrections.

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

## **9. Required Language**

N/A

## **Appendix B** **Calculation of Charges**

### **1. Method of Payment**

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15<sup>th</sup>) 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 (15<sup>th</sup>) 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-1 – Ma'At  
Appendix B-2 – Ma'At SFPD & Carry Forward

### **B. Compensation**

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> 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 **Nineteen Million Nine Hundred Seventy-Six Thousand Four Hundred Seventy-Eight Dollars (\$19,976,478) for the period of January 1, 2019 through December 31, 2024.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,199,151** 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.

<b>January 1, 2019 to June 30, 2019</b>	<b>\$ 500,000</b>
<b>July 1, 2019 to June 30, 2020</b>	<b>\$ 2,100,000</b>
<b>July 1, 2020 to June 30, 2021</b>	<b>\$ 3,038,093</b>
<b>July 1, 2021 to June 30, 2022</b>	<b>\$ 3,997,170</b>
<b>July 1, 2022 to June 30, 2023</b>	<b>\$ 3,607,085</b>
<b>July 1, 2023 to June 30, 2024</b>	<b>\$ 3,668,798</b>
<b>July 1, 2024 to Dec 31, 2024</b>	<b>\$ 1,866,181</b>
<b>SubTotal January 1, 2019 to Dec 31, 2024</b>	<b>\$ 18,777,327</b>
<b>Contingency</b>	<b>\$1,199,151</b>
<b>TOTAL January 1, 2019 to Dec 31, 2024</b>	<b>\$ 19,976,478</b>

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

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

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

DHCS Legal Entity Number 00723 Provider Name Homeless Children's Network Provider Number 38AS Contract ID Number 1000013667				Document Date	7/1/2021	Appendix Number B-1																															
					Page Number 2	Fiscal Year 2021-2022																															
					Funding Notification Date 10/13/21																																
<table border="1"> <thead> <tr> <th colspan="2">Program Name</th> <th colspan="4">Ma'at</th> </tr> <tr> <th>Program Code</th> <th>38ASMT</th> <th>38ASMT</th> <th>38ASMT</th> <th>38ASMT</th> <th></th> </tr> </thead> <tbody> <tr> <td>Mode/SFC (MH) or Modality (SUD)</td> <td>15/10-57, 59</td> <td>15/01-09</td> <td>45/20-29</td> <td>45/20-29</td> <td></td> </tr> <tr> <td>Service Description</td> <td>OP-MH Svcs</td> <td>OP-Case Mgt Brokerage</td> <td>OS-Cmmty Client Svcs</td> <td>OS-Cmmty Client Svcs</td> <td></td> </tr> <tr> <td>Funding Term (mm/dd/yy-mm/dd/yy):</td> <td>07/01/21-06/30/22</td> <td>07/01/21-06/30/22</td> <td>07/01/21-06/30/22</td> <td>07/01/21-06/30/22</td> <td></td> </tr> </tbody> </table>						Program Name		Ma'at				Program Code	38ASMT	38ASMT	38ASMT	38ASMT		Mode/SFC (MH) or Modality (SUD)	15/10-57, 59	15/01-09	45/20-29	45/20-29		Service Description	OP-MH Svcs	OP-Case Mgt Brokerage	OS-Cmmty Client Svcs	OS-Cmmty Client Svcs		Funding Term (mm/dd/yy-mm/dd/yy):	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22			
Program Name		Ma'at																																			
Program Code	38ASMT	38ASMT	38ASMT	38ASMT																																	
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59	15/01-09	45/20-29	45/20-29																																	
Service Description	OP-MH Svcs	OP-Case Mgt Brokerage	OS-Cmmty Client Svcs	OS-Cmmty Client Svcs																																	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22																																	
<b>FUNDING USES</b>						<b>TOTAL</b>																															
Salaries & Employee Benefits	\$ 493,128	\$ 44,430	\$ 402,905	\$ 378,686	\$ 1,319,149																																
Operating Expenses	\$ 470,660	\$ 44,275	\$ 290,672	\$ 318,020	\$ 1,123,628																																
Capital Expenses					\$ -																																
<b>Subtotal Direct Expenses</b>	<b>\$ 963,788</b>	<b>\$ 88,705</b>	<b>\$ 693,578</b>	<b>\$ 696,706</b>	<b>\$ 2,442,777</b>																																
Indirect Expenses	\$ 135,007	\$ 12,500	\$ 103,592	\$ 103,294	\$ 354,393																																
Indirect %	14.0%	14.1%	14.9%	14.8%	14.5%																																
<b>TOTAL FUNDING USES</b>	<b>\$ 1,098,795</b>	<b>\$ 101,205</b>	<b>\$ 797,170</b>	<b>\$ 800,000</b>	<b>\$ 2,797,170</b>																																
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>																																				
MH WO DCYF CH AARFQ	251962-10002-10001799-0010				\$ 800,000	\$ 800,000																															
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$ 549,398	\$ 50,602		\$ -	\$ 600,000																															
MH CYF County General Fund (Match)	251962-10000-10001670-0001	\$ 549,398	\$ 50,602		\$ -	\$ 600,000																															
MH CYF County General Fund	251962-10000-10001670-0001			\$ 700,000		\$ 700,000																															
MH CYF COUNTY WO CODB	251962-10000-10001670-0001			\$ 97,170		\$ 97,170																															
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<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 1,098,795</b>	<b>\$ 101,204</b>	<b>\$ 797,170</b>	<b>\$ 800,000</b>	<b>\$ 2,797,170</b>																																
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>																																				
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<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>																															
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>																																				
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					\$ -	\$ -																															
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<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>																															
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 1,098,795</b>	<b>\$ 101,204</b>	<b>\$ 797,170</b>	<b>\$ 800,000</b>	<b>\$ 2,797,170</b>																																
<b>NON-DPH FUNDING SOURCES</b>																																					
This row left blank for funding sources not in drop-down list					\$ -	\$ -																															
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>																															
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 1,098,795</b>	<b>\$ 101,204</b>	<b>\$ 797,170</b>	<b>\$ 800,000</b>	<b>\$ 2,797,170</b>																																
<b>BHS UNITS OF SERVICE AND UNIT COST</b>																																					
Number of Beds Purchased																																					
SUD Only - Number of Outpatient Group Counseling Sessions																																					
SUD Only - Licensed Capacity for Narcotic Treatment Programs																																					
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)																																	
DPH Units of Service	289,920	33,510	8,391	8,421																																	
Unit Type	Staff Minute	Staff Minute	Staff Hour	Staff Hour																																	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 3.79	\$ 3.02	\$ 95.00	\$ 95.00																																	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.79	\$ 3.02	\$ 95.00	\$ 95.00																																	
Published Rate (Medi-Cal Providers Only)	\$ 3.79	\$ 3.02	\$ -		<b>Total UDC</b>																																
Unduplicated Clients (UDC)	126	10	20	21	177																																

## Appendix B - DPH 3: Salaries &amp; Employee Benefits Detail

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

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

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

## Appendix B - DPH 4: Operating Expenses Detail

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

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

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

## Appendix B - DPH 6: Indirect Detail

Contractor Name Homeless Children  
Contract ID Number 1000013667

Page Number	5
Fiscal Year	2021-2022
Notification Date	10/13/21
Document Date	7/1/2021

## 1. SALARIES & EMPLOYEE BENEFITS

## 2. OPERATING COSTS

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

DHCS Legal Entity Number	00723						Appendix Number	B-2			
Provider Name	Homeless Children's Network						Page Number	1			
Provider Number	38AS						Document Date	7/1/2021			
Contract ID Number	1000013667						Fiscal Year	2021-2022			
Program Name Ma'at									Funding Notification Date	10/13/21	
Program Code 38ASMT			38ASMT	38ASMT	38ASMT	38ASMT	38ASMT	38ASMT			
Mode/SFC (MH) or Modality (SUD) 15/10-57, 59			45/10-19	45/10-19	45/10-19	45/10-19	45/10-19	45/10-19			
Service Description			OP-MH Svcs	Consultant Train/Supervision (10% cap)	Early Intervention Individual	Early Intervention Group (15% cap)	MH Services Indiv/Family	MH Services Group (5% cap)			
Funding Term (mm/dd/yy-mm/dd/yy):			7/01/2021-06/30/2022	7/01/2021-06/30/2022	7/2021-06/30/2022	2021-06/30/2022	2021-06/30/2022	2021-06/30/2022	7/2021-06/30/2022		
<b>FUNDING USES</b>									<b>TOTAL</b>		
Salaries & Employee Benefits			\$ 554,820	\$ 34,440	\$ 34,440	\$ 34,440	\$ 34,440	\$ 34,440	\$ 727,020		
Operating Expenses			\$ 186,300	\$ 26,740	\$ 26,740	\$ 26,740	\$ 26,740	\$ 26,740	\$ 320,000		
Capital Expenses									\$ -		
<b>Subtotal Direct Expenses</b>			<b>\$ 741,120</b>	<b>\$ 61,180</b>	<b>\$ 61,180</b>	<b>\$ 61,180</b>	<b>\$ 61,180</b>	<b>\$ 61,180</b>	<b>\$ 1,047,020</b>		
Indirect Expenses			107,680	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,200	\$ 152,980		
Indirect %			14.5%	14.7%	14.7%	14.7%	14.9%	15.0%	14.6%		
<b>TOTAL FUNDING USES</b>			<b>\$ 848,800</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,280</b>	<b>\$ 70,380</b>	<b>\$ 1,200,000</b>		
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>								\$ -		
									\$ -		
									\$ -		

<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	\$ 274,400	\$ 35,090	\$ 35,090	\$ 35,090	\$ 35,140	\$ 35,190	\$ 450,000	
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>							
							\$ -	
							\$ -	
							\$ -	
							\$ -	
This row left blank for funding sources not in drop-down list								
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>							
SFPD Reallocation Fund (One-Time)	251929-21748-10036606-0001	\$ 574,400	\$ 35,090	\$ 35,090	\$ 35,090	\$ 35,140	\$ 35,190	\$ 750,000
SFPD Reallocation Fund Carryforward from FY 20-21 (One-	251929-21748-10036606-0001	\$ 274,400	\$ 35,090	\$ 35,090	\$ 35,090	\$ 35,140	\$ 35,190	\$ 450,000
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ 848,800</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,280</b>	<b>\$ 70,380</b>	<b>\$ 1,200,000</b>	
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 848,800</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,280</b>	<b>\$ 70,380</b>	<b>\$ 1,200,000</b>	
<b>NON-DPH FUNDING SOURCES</b>								
This row left blank for funding sources not in drop-down list								
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>848,800</b>	<b>70,180</b>	<b>70,180</b>	<b>70,180</b>	<b>70,280</b>	<b>70,380</b>	<b>1,200,000</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>								
Number of Beds Purchased								
SUD Only - Number of Outpatient Group Counseling Sessions								
SUD Only - Licensed Capacity for Narcotic Treatment Programs								
Payment Method Reimbursement (CR)			Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service			8935	739	739	739	740	
Unit Type			Staff Minute	Staff Hour	Staff Hour	Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)			\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)			\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	
Published Rate (Medi-Cal Providers Only)								
Unduplicated Clients (UDC)			20	20	20	20	20	
							<b>Total UDC</b>	
							120	

## Appendix B - DPH 3: Salaries &amp; Employee Benefits Detail

Contract ID Number 1000013667Program Name Ma'at  
Program Code 38ASMTDocument Date 7/1/2021  
Appendix Number B-2  
Page Number 2  
Fiscal Year 2021-2022  
Funding Notification Date 10/13/21

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

## Appendix B - DPH 4: Operating Expenses Detail

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

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

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

## Appendix B - DPH 6: Indirect Detail

Contractor Name	Homeless Children's network	Page Number	4
Contract ID Number	1000013667	Fiscal Year	2021-2022
		Funding Notification Date	10/13/21
		Document Date	7/1/2021

## 1. SALARIES & EMPLOYEE BENEFITS

## 2. OPERATING COSTS

**Appendix F**  
**Invoice**

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

Appendix F  
PAGE A

Contract ID#

1000013667

INVOICE NUMBER:

M17JL21

Template Version

Amendment 1

User Cd

Ct. PO No.: POHM

SFGOV-0000547237

Fund Source:

MH WO DCYF CH AARFQ

Invoice Period:

July 2021

Final Invoice:

(Check if Yes)

**Contractor: Homeless Children's Network**

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

Tel No.: (415) 437-3994

Fax No.:

**BHS**

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

PHP Division: Behavioral Health Services

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

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 300,349.00	\$ -	\$ -	0.00%	\$ 300,349.00
Fringe Benefits	\$ 78,337.00	\$ -	\$ -	0.00%	\$ 78,337.00
<b>Total Personnel Expenses</b>	<b>\$ 378,686.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 378,686.00</b>
Operating Expenses:					
Occupancy	\$ 104,187.00	\$ -	\$ -	0.00%	\$ 104,187.00
Materials and Supplies	\$ 62,833.00	\$ -	\$ -	0.00%	\$ 62,833.00
General Operating	\$ 20,000.00	\$ -	\$ -	0.00%	\$ 20,000.00
Staff Travel	\$ 36,000.00	\$ -	\$ -	0.00%	\$ 36,000.00
Consultant/Subcontractor	\$ 75,000.00	\$ -	\$ -	0.00%	\$ 75,000.00
Others: Recruitment	\$ 20,000.00	\$ -	\$ -	0.00%	\$ 20,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 318,020.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 318,020.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 696,706.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 696,706.00</b>
Indirect Expenses	\$ 103,294.00	\$ -	\$ -	0.00%	\$ 103,294.00
<b>TOTAL EXPENSES</b>	<b>\$ 800,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 800,000.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>	<b>\$ -</b>				

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

Send to:

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

Or email to:

cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F  
PAGE B

Contract ID#

1000011726

Invoice Number

M17JL21

User Cd

CT PO No.

**Contractor: Homeless Children's Network**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Appendix F  
PAGE A

**Contractor: Homeless Children's Network**

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

Tel No.: (415) 437-3994

Fax No.:

Contract ID#  
1000013667

INVOICE NUMBER:	M18JL21
Template Version	MYE
Ct. PO No.:	POHM
User Cd	SFGOV-0000547237
Fund Source:	MH CYF Fed/ County GF (Match) CODB
Invoice Period:	July 2021
Final Invoice:	<input type="checkbox"/> (Check if Yes)

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

PHP Division: Behavioral Health Services

**BHS**

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Ma'at PC# - 38ASMT 251962-10000-10001670-0001</b>												
15/ 10 - 57, 59 OP-MH Svcs	289,920	126			-	-	0%	0%	289,920	126	100%	100%
15/ 01 - 09 OP-Case Mgt Brokerage	33,510	10			-	-	0%	0%	33,510	10	100%	100%
45/ 20 - 29 OS-Cmmty Client Svcs	8,391	20			-	-	0%	0%	8,391	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 745,906.00	\$ -	\$ -	0.00%	\$ 745,906.00
Fringe Benefits	\$ 194,557.00	\$ -	\$ -	0.00%	\$ 194,557.00
<b>Total Personnel Expenses</b>	<b>\$ 940,463.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 940,463.00</b>
Operating Expenses:					
Occupancy	\$ 285,300.00	\$ -	\$ -	0.00%	\$ 285,300.00
Materials and Supplies	\$ 127,284.00	\$ -	\$ -	0.00%	\$ 127,284.00
General Operating	\$ 35,837.00	\$ -	\$ -	0.00%	\$ 35,837.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 335,000.00	\$ -	\$ -	0.00%	\$ 335,000.00
Others: Recruitment	\$ 22,187.00	\$ -	\$ -	0.00%	\$ 22,187.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 805,608.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 805,608.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,746,071.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,746,071.00</b>
Indirect Expenses	\$ 251,099.00	\$ -	\$ -	0.00%	\$ 251,099.00
<b>TOTAL EXPENSES</b>	<b>\$ 1,997,170.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,997,170.00</b>
<b>Less: Initial Payment Recovery</b>				NOTES:	
<b>Other Adjustments (DPH use only)</b>				MH CYF Fed/ County GF (Match) - 251962-10000-10001670-0001 \$1,900,000	
<b>REIMBURSEMENT</b>	<b>\$ -</b>			MH CYF COUNTY WO CODB - 251962-10000-10001670-0001 \$97,170	

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

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

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F  
PAGE B

Contract ID#

1000011726

Invoice Number

M18JL21

User Cd

CT PO No.

**Contractor: Homeless Children's Network**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Appendix F  
PAGE A

**Contractor: Homeless Children's Network**

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

Tel No.: (415) 437-3994

Fax No.:

Contract ID#  
1000013667

INVOICE NUMBER:	M20JL21
Template Version	Amendment 1
Ct. PO No.: POHM	SFGOV-0000547237 User Cd
Fund Source:	SFPH Reallocation Fund/Carryforward
Invoice Period:	July 2021
Final Invoice:	<input type="checkbox"/> (Check if Yes)

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

PHP Division: Behavioral Health Services

**BHS**

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1a Ma'tat PC# - 38ASMT 251929-21748-10036606-0001</b>												
15/ 10 -57, 59, OP-MH Svcs	8,935	20			-	-	0%	0%	8,935	20	100%	100%
45/ 10 - 19, Consultant Train/Supervision (10% cap)	739	20			-	-	0%	0%	739	20	100%	100%
45/ 10 - 19, Early Intervention Individual	739	20			-	-	0%	0%	739	20	100%	100%
45/ 10 - 19, Early Intervention Group (15% cap)	739	20			-	-	0%	0%	739	20	100%	100%
45/ 10 - 19, MH Services Indiv/Family	740	20			-	-	0%	0%	740	20	100%	100%
45/ 10 - 19, MH Services Group (5% cap)	741	20			-	-	0%	0%	741	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE	
Total Salaries	\$ 577,000.00	\$ -	\$ -	0.00%	\$ 577,000.00	
Fringe Benefits	\$ 150,020.00	\$ -	\$ -	0.00%	\$ 150,020.00	
<b>Total Personnel Expenses</b>	<b>\$ 727,020.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 727,020.00</b>	
Operating Expenses:						
Occupancy	\$ 25,000.00	\$ -	\$ -	0.00%	\$ 25,000.00	
Materials and Supplies	\$ 103,000.00	\$ -	\$ -	0.00%	\$ 103,000.00	
General Operating	\$ 35,000.00	\$ -	\$ -	0.00%	\$ 35,000.00	
Staff Travel	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00	
Consultant/Subcontractor	\$ 142,000.00	\$ -	\$ -	0.00%	\$ 142,000.00	
Others	\$ -	\$ -	\$ -	0.00%	\$ -	
	\$ -	\$ -	\$ -	0.00%	\$ -	
<b>Total Operating Expenses</b>	<b>\$ 320,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 320,000.00</b>	
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,047,020.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,047,020.00</b>	
<b>Indirect Expenses</b>	<b>\$ 152,980.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 152,980.00</b>	
<b>TOTAL EXPENSES</b>	<b>\$ 1,200,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,200,000.00</b>	
<b>Less: Initial Payment Recovery</b>				NOTES:		
<b>Other Adjustments (DPH use only)</b>						
<b>REIMBURSEMENT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Send to:

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

Or email to:

cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date  
Prepared: 1/11/2022

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

Appendix F  
PAGE B

Contract ID#

1000013667

Invoice Number

M20JL21

User Cd

CT PO No.

**Contractor: Homeless Children's Network**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Clinical Supervisor	1.00	\$ 105,000.00	\$ -	\$ -	0.00%	\$ 105,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Contract Analyst Specialist	0.50	\$ 40,000.00	\$ -	\$ -	0.00%	\$ 40,000.00
<b>TOTAL SALARIES</b>	<b>7.50</b>	<b>\$ 577,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 577,000.00</b>

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2022

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

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

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

**COVERAGES**      **CERTIFICATE NUMBER:** 534000804      **REVISION NUMBER:**

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

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

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

As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability Additional Insured including Waiver of Subrogation PI-GLD-HS 10-11. Special Event Endorsement PI-SE-001 07-18.

The City and County of San Francisco, its officers, agents, employees and San Francisco Human Rights Commission. The General Liability is primary insurance to any other insurance available to the Additional Insured's, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought per the attached endorsements Additional insured CG2026 04-13, Primary and Non-Contributory PI-GL-005 07-12: Auto Liability Additional Insured CA2048 0299; Waiver of Subrogation Workers' Compensation per attached endorsement 10217 04-18.

**CERTIFICATE HOLDER**

**CANCELLATION**

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

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
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 – COVERAGE, 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

I. **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.

Philadelphia Indemnity Insurance Company

PI-SE-001 (07/18)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SPECIAL EVENTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

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

**C. SCHEDULE OF SPECIAL EVENTS:**

Event(s)	Date(s)

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

POLICY NUMBER: PHPK2354599

COMMERCIAL AUTO  
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

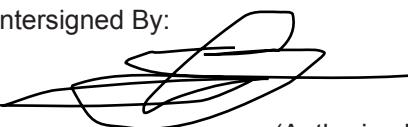
This endorsement modifies insurance provided under the following:

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

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

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

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

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

**SCHEDULE**

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

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

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



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RENEWAL  
NA  
5-21-93-13  
PAGE 1

HOME OFFICE  
SAN FRANCISCO

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

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

HOMELESS CHILDREN'S NETWORK

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

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

THE CITY AND COUNTY OF SAN FRANCISCO

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

HOMELESS CHILDREN'S NETWORK

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

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

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

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 22, 2022

2570

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

AUTHORIZED REPRESENTATIVE

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

PRESIDENT AND CEO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date: 01/22/2022**

**Name of Person or Organization (Additional Insured):**

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

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

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

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

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

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

POLICY NUMBER: PHPK2354599

A

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

City and County of San Francisco

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

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

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

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

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

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

**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 1<sup>st</sup> day of January 2019, 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 treatment services; and,

WHEREAS, a Request for Proposal RFP-21-2018 was issued on June 29, 2018 and City selected Contractor as the highest qualified scorer pursuant to the RFP's; 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) January 1, 2019; 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 **Two Million Two Hundred Forty Thousand Dollars (\$2,240,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. 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](http://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](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** The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**5.1.9** 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

**6.2            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**

**6.3 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.

**6.4 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/](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: <a href="mailto:David.Folmar@sfdph.org">David.Folmar@sfdph.org</a>
And:	ANDREW WILLIAMS CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 <sup>TH</sup> FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: <a href="mailto:andrew.williams@sfdph.org">andrew.williams@sfdph.org</a>
To CONTRACTOR:	HOMELESS CHILDREN'S CENTER 3450 THIRD STREET, UNIT 1-C  SAN FRANCISCO, CA 94124	FAX: (415) 437-3990 e-mail: <a href="mailto:april@hcnkids.org">april@hcnkids.org</a>

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   
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, CONTACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.

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

#### **V. Compliance with Grant Award Notices:**

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

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

#### **2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

#### **Appendix A-1 Black/African American Family BHS Ma' at Program Pre Ramp Up**

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.



<b>Contractor: Homeless Children's Network</b>	<b>Appendices A- 1</b>
<b>Program: Black/African American Family BHS Ma'at Program</b>	<b>Contract Term: 02/01/2019-06/30/2019</b>

**1. Identifiers:**

1. **A-1: Program Name: Black/African American Family BHS Ma'at Program Pre Ramp Up**  
**Program Address (primary program site address): 3450 3<sup>rd</sup> 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**

**2. Nature of Document (check one)**

**Original**     **Contract Amendment**     **RPB#1**

**3. Goal Statement**

To engage in pre-ramp up activities in support of the Black/African American Family BHS Ma'at program to provide Afro-centric, strength-based, trauma-informed behavioral health services to Black/African American families in San Francisco via a hub and spoke model with our collaborative partners.

**4. Target Population**

Black/African American families with children ages 0-18 in all neighborhoods in San Francisco.

**5. Modality(s)/Intervention(s)**

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

**6. Methodology**

**Indirect Services**

The Black/African American Family BHS Ma'at Program ramp up requires the following indirect services:

**1. Infrastructure Pre-Ramp Up**

- Recruitment
- Establishing an infrastructure for the Ma'at program model
- Community outreach and research
- Preliminary conversations regarding evaluation
- Securing a new HCN site
- Medi-Cal certification for HCN
- Health Summit planning for June 2019 event at Rafiki
- Trainings and strategy meetings between hub agencies executive management teams
- Trainings and strategy meetings between individual agency staff related to anticipated growth and strengthening of cultural responsiveness
- Planning Meetings: Collaborative effort to develop what we propose for both the first six months of the Ramp up period between July 1, 2019 –

<b>Contractor: Homeless Children's Network</b>	
<b>Program: Black/African American Family BHS Ma'at Program</b>	

**Appendices A-1**  
**Contract Term: 02/01/2019-06/30/2019**

December 31, 2019, and for the first full year of services with full implementation beginning January 1, 2020.

2. **Engage with the larger system of care:** Liaison and planning discussions with DPH and DCYF.
3. **Engage the PROVIDER system of care:** Engagement with proposed Spoke sites 3<sup>rd</sup> Street Youth, Glide, YMCA SF, YMCA Urban Services Western Addition, and Five Keys Schools and Programs.

## **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 regular 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: Documentation for the above indirect services will include minutes and notes from meetings, retreats, trainings and other ramp up activities.
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: Outcome data is used on an ongoing basis to inform and improve service delivery.

## **9. Required Language**

N/A

## Appendix B Calculation of Charges

### 1. Method of Payment

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15<sup>th</sup>) 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 (15<sup>th</sup>) 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-1 Black/African American Family BHS Ma'at Program**

B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> 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 **Two Million Two Hundred Forty Thousand Dollars (\$2,240,000)** for the period of January 1, 2019 through June 30, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, \$240,000 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

<b>Jan 1, 2019 to June 30, 2019</b>	<b>\$ 500,000</b>
<b>July 1, 2018 to June 30, 2020</b>	<b>\$ 500,000</b>
<b>July 1, 2018 to June 30, 2021</b>	<b>\$ 500,000</b>
<b>July 1, 2018 to June 30, 2022</b>	<b>\$ 500,000</b>
<b>SubTotal January 1, 2019 to June 30, 2022</b>	<b>\$ 2,000,000</b>
<b>Contingency</b>	<b>\$ 240,000</b>
<b>January 1, 2019 to June 30, 2022</b>	<b>\$ 2,240,000</b>

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	Doc Date	4/30/19	Appendix B, Page 1
Legal Entity Name/Contractor Name	Homeless Children's Network	Fiscal Year	18-19	
Contract ID Number	1000013667	Funding Notification Date	04/17/19	
Appendix Number Provider Number	B-1			
	38AS			
	Black/African American Family			
	BHS Ma'at Program			
Program Name Program Code	TBD			
Funding Term	2/1/19-6/30/19			
<b>FUNDING USES</b>				<b>TOTAL</b>
Salaries	\$ 153,254			\$ 153,254
Employee Benefits	\$ 39,846			\$ 39,846
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b">\$ 193,100</b">			<b>\$ 193,100</b>
Operating Expenses	\$ 241,800			\$ 241,800
Capital Expenses				\$ -
<b>Subtotal Direct Expenses</b>	<b">\$ 434,900</b">			<b>\$ 434,900</b>
Indirect Expenses	\$ 65,100			\$ 65,100
Indirect %	15.0%			15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 500,000</b>			<b>\$ 500,000</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>Employee Benefits Rate</b>	<b>26.0%</b>	
MH CYF County General Fund	\$ 500,000			\$ 500,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 500,000</b>			<b>\$ 500,000</b>
<b>BHS SUD FUNDING SOURCES</b>				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>			<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>			<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 500,000</b>			<b>\$ 500,000</b>
<b>NON-DPH FUNDING SOURCES</b>				\$ -
				\$ -
				\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>			<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 500,000</b>			<b>\$ 500,000</b>
Prepared By Jeremy Rhodes - 415-437-3990 EXT 309				

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

DHCS Legal Entity Number 00723		Provider Name Homeless Children's Network		Doc Date		4/30/19	Appendix Number
Provider Number 38AS						Funding	Page Number
							Fiscal Year
							Notification Date
		Black/African American Family BHS Ma'at Program		Black/African American Family BHS Ma'at Program		Black/African American Family BHS Ma'at Program	
Program Name		TBD		TBD		TBD	
Program Code		00-25		00-40		00-41	
Mode/SFC (MH) or Modality (SUD)		Research-Evaluation		Training		SS-Client Flexible Support Exp	
Service Description							
Funding Term (mm/dd/yy-mm/dd/yy):		2/1/19-6/30/19		2/1/19-6/30/19		2/1/19-6/30/19	
FUNDING USES						TOTAL	
Salaries & Employee Benefits		167,270				193,100	
Operating Expenses		41,800		50,000		241,800	
Capital Expenses							
Subtotal Direct Expenses		209,070		50,000		150,000	
Indirect Expenses		31,225		7,500		3,875	
TOTAL FUNDING USES		240,295		57,500		172,500	
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
MH CYF County General Fund		251962-10000-10001670-0001		240,295		57,500	
						29,705	
						172,500	
						500,000	
This row left blank for funding sources not in drop-down list							
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		240,295		57,500		29,705	
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity					
This row left blank for funding sources not in drop-down list							
TOTAL BHS SUD FUNDING SOURCES		-		-		-	
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity					
This row left blank for funding sources not in drop-down list							
TOTAL OTHER DPH FUNDING SOURCES		-		-		-	
TOTAL DPH FUNDING SOURCES		240,295		57,500		29,705	
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)		240,295		57,500		29,705	
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)		Cost Reimbursement (CR)		Cost Reimbursement (CR)	
DPH Units of Service		240,295		57,500		29,705	
Unit Type		Staff Hours or Client Day, depending on contract		Staff Hours or Client Day, depending on contract		Staff Hours of Client Days, depending on contract	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 1.00		\$ 1.00		\$ 1.00	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 1.00		\$ 1.00		\$ 1.00	
Published Rate (Medi-Cal Providers Only)							
Unduplicated Clients (UDC)							
						Total UDC	

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Program Name Black/African American Family BHS Ma'at Program  
 Program Code TBD

Doc Date	<b>4/30/19</b>
Appendix Number	<b>B-1</b>
Page Number	<b>2</b>
Fiscal Year	<b>18-19</b>

Funding Notification Date **04/17/19**

	<b>TOTAL</b>		<b>MH CYF County General Fund - 251962-10000-10001670-0001</b>			
<b>Funding Term</b>	<b>2/1/2019-6/30/2019</b>		<b>2/1/2019-6/30/2019</b>			
<b>Position Title</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>		
Executive Director - HCN	0.21	\$ 27,800	0.21	\$ 27,800		
Program Director - HCN	0.12	\$ 12,800	0.12	\$ 12,800		
Development Director - HCN	0.27	\$ 20,500	0.27	\$ 20,500		
Clinical Director - HCN	0.05	\$ 3,000	0.05	\$ 3,000		
Clinical Supervisor(s) - HCN	1.00	\$ 16,200	1.00	\$ 16,200		
Quality Assurance - HCN	1.00	\$ 12,500	1.00	\$ 12,500		
Clinicians - HCN	1.00	\$ 58,054	1.00	\$ 58,055		
Program Asst. - HCN	0.05	\$ 2,400	0.05	\$ 2,400		
	0.00	\$ -				
	0.00	\$ -				
	0.00	\$ -				
	0.00	\$ -				
	0.00	\$ -				
	0.00	\$ -				
<b>Totals:</b>	<b>3.70</b>	<b>\$ 153,254</b>	<b>3.70</b>	<b>\$ 153,255</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	<b>26.00%</b>	<b>\$ 39,846</b>	<b>26.00%</b>	<b>\$ 39,846</b>	<b>0.00%</b>	<b>0.00%</b>
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 193,100</b>		<b>\$ 193,101</b>	<b>\$ -</b>	<b>\$ -</b>

**Appendix B - DPH 4: Operating Expenses Detail**

Program Name	Black/African American Family BHS Ma'at Program	Doc Date	4/30/19
Program Code	TBD	Appendix Number	B-1
		Page Number	3
		Fiscal Year	18-19
		Funding Notification Date	04/17/19

Expense Categories & Line Items	TOTAL	MH CYF County General Fund - 251962-10000- 10001670-0001		
<b>Funding Term</b>	2/1/2019-6/30/2019	2/1/2019-6/30/2019		
Rent	\$ 20,000	\$ 20,000		
Utilities (telephone, electricity, water, gas)	\$ -			
Building Repair/Maintenance	\$ -			
<b>Occupancy Total:</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies				
Photocopying	\$ -			
Program Supplies	\$ -			
Computer Hardware/Software	\$ 18,800	\$ 18,800		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 18,800</b>	<b>\$ 18,800</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 20,000	\$ 20,000		
Recruitment	\$ 10,000	\$ 10,000		
Insurance	\$ -			
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
<b>General Operating Total:</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ -			
Out-of-Town Travel	\$ -			
Field Expenses/Events				
<b>Staff Travel Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Rafiki Coalition - Ramp up expenses as as junior collaborator with Ma'at program 2/1-6/30/2019	\$ 150,000	\$ 150,000		
<b>Consultant/Subcontractor Total:</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>
Evaluation	\$ 13,000	\$ 13,000		
Community Outreach	\$ 10,000	\$ 10,000		
	\$ -			
<b>Other Total:</b>	<b>\$ 23,000</b>	<b>\$ 23,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 241,800</b>	<b>\$ 241,800</b>	<b>\$ -</b>	<b>\$ -</b>

## **Appendix B - DPH 6: Contract-Wide Indirect Detail**

Contractor Name Homeless Children's Network Page Number \_\_\_\_\_  
Contract ID Number 1000013667 Fiscal Year 18-19  
Funding Notification Date 4/17/19  
Doc Date 4/30/19

## 1. SALARIES & EMPLOYEE BENEFITS

	Subtotal:	0.00	\$
	Employee Benefits:	0.0%	
<b>Total Salaries and Employee Benefits:</b>		<b>0.0%</b>	<b>\$</b>

## 2. OPERATING COSTS

Total Indirect from DPH 1: \$ 65,100



**Appendix C  
Reserved**



**Appendix D  
Reserved**



**Appendix E**  
**Business Associate Agreement**



## APPENDIX E



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.



**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,

## APPENDIX E



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.

**I. 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



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).



**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)].



**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.

## APPENDIX E



## San Francisco Department of Public Health

### Business Associate Agreement

#### 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)

## APPENDIX E



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](mailto: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 yes: 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 supervisorial 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](mailto: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	
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Contractor Name:	<b>Homeless Children's Network</b>	Contractor City Vendor ID	<b>0000018734</b>
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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.**

<b>DOES YOUR ORGANIZATION...</b>						<b>Yes</b>	<b>No*</b>
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:						
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:						
C	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?						
F	If Yes: Name & Title:						
G	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.]						
H	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 acknowledgement of trainings for a period of 7 years.]						
I	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						
J	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
--	------------------	-----------	------

**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](mailto: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  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Control Number  
[Redacted]

**Contractor: Homeless Children's Network**

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

Tel No.: (415) 437-3994

Fax No.:

**BHS**

Funding Term: 02/01/2019 -06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER:	M16	FE	19
Ct. Blanket No.:	BPHM	TBD	User Cd
Ct. PO No.:	POHM	TBD	
Fund Source:	MH CYF County General Fund		
Invoice Period:	February 2019		
Final Invoice:	<input type="checkbox"/> (Check if Yes)		
ACE Control Number:	[Redacted]		

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Black/African American Family BHS Ma'at 251962-10000-10001670-0001</b>												
00-25 Research Evaluation	240,295				-	-	0%	#DIV/0!	240,295		-	100% #DIV/0!
00-40 Training	57,500				-	-	0%	#DIV/0!	57,500		-	100% #DIV/0!
00-41 Contract Admin	29,705				-	-	0%	#DIV/0!	29,705		-	100% #DIV/0!
60/ 72 SS-Client Flexible Support Exp	172,500				-	-	0%	#DIV/0!	172,500		-	100% #DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET		EXPENSES THIS PERIOD		EXPENSES TO DATE		% OF BUDGET		REMAINING BALANCE	
	\$		\$		\$		\$		\$	
Total Salaries	\$ 153,254.00		\$ -		\$ -		\$ 0.00%		\$ 153,254.00	
Fringe Benefits	\$ 39,846.00		\$ -		\$ -		\$ 0.00%		\$ 39,846.00	
<b>Total Personnel Expenses</b>	<b>\$ 193,100.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 0.00%</b>		<b>\$ 193,100.00</b>	
Operating Expenses:										
Occupancy	\$ 20,000.00		\$ -		\$ -		\$ 0.00%		\$ 20,000.00	
Materials and Supplies	\$ 18,800.00		\$ -		\$ -		\$ 0.00%		\$ 18,800.00	
General Operating	\$ 30,000.00		\$ -		\$ -		\$ 0.00%		\$ 30,000.00	
Staff Travel	\$ -		\$ -		\$ -		\$ 0.00%		\$ -	
Consultant/Subcontractor	\$ 150,000.00		\$ -		\$ -		\$ 0.00%		\$ 150,000.00	
Evaluation	\$ 13,000.00		\$ -		\$ -		\$ 0.00%		\$ 13,000.00	
Community Outreach	\$ 10,000.00		\$ -		\$ -		\$ 0.00%		\$ 10,000.00	
<b>Total Operating Expenses</b>	<b>\$ 241,800.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 0.00%</b>		<b>\$ 241,800.00</b>	
Capital Expenditures	\$ -		\$ -		\$ -		\$ 0.00%		\$ -	
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 434,900.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 0.00%</b>		<b>\$ 434,900.00</b>	
Indirect Expenses	\$ 65,100.00		\$ -		\$ -		\$ 0.00%		\$ 65,100.00	
<b>TOTAL EXPENSES</b>	<b>\$ 500,000.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>/</b>	<b>\$ 0.00%</b>	<b>\$ 500,000.00</b>	
Less: Initial Payment Recovery							NOTES:			
Other Adjustments (DPH use only)										
<b>REIMBURSEMENT</b>	<b>\$ -</b>									

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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](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 for concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto: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.



HOMECHI-01

NICKB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/05/2010

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 # 0K07588 Pacific Diversified Insurance Services 925-686-2880 385 Civic Drive Suite 100 Pleasant Hill, CA 94523	CONTACT NAME (P/C, Ins. Exp): (825) 686-2880 MAIL ADDRESS:	FAX (P/C, Ins. Exp):
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.	18068
		INSURER B: State Compensation Ins Fund	38078
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERS

## CERTIFICATE NUMBER:

## REVISION NUMBER: 2

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.

INSURER LTR	TYPE OF INSURANCE	ADDRESS/NUMBER (INSURER/PROD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
						PER EXPOSURE	PER ACCIDENT	PER YEAR
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PHPK1904404	01/22/2019	01/22/2020	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (EA PERIODIC)	\$ 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 LIQUIDY LIB	\$ 1,000,000	
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> DED <input checked="" type="checkbox"/> SECT <input checked="" type="checkbox"/> LOC OTHER:					COMBINED SINGLE LIMIT (EX. EXCESS)	\$	
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNER AUTOS ONLY		PHPK1904404	01/22/2019	01/22/2020	BODILY INJURY (Per person)	\$ 1,000,000	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per occurrence)	\$	
							\$	
A	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 EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE DUTY/RESPONSIBILITY EXCLUDED <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N N/A	180257319	01/22/2019	01/22/2020	X PER STATUTE <input type="checkbox"/> OTH+ ER <input type="checkbox"/>		
						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			
A	Crime / Fidelity		PHPK1904404	01/22/2019	01/22/2020	Limit:		\$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Risks Schedule, may be attached if more space is required)  
As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability Additional Insured including Waiver of Subrogation 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

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

*Nick B...*

**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 – COVERAGE, 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 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. **Franchisee** – 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: 1/26/2019**

**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.

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

**Amendment One**

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

**RECITALS**

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

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

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

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

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

Now, THEREFORE, the parties agree as follows:

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

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

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

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

**ARTICLE 3 FINANCIAL MATTERS**

**3.3 Compensation**

**3.3.1 Payment**

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

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

## **ARTICLE 3 FINANCIAL MATTERS**

### **3.3 Compensation**

#### **3.3.1 Payment**

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

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

## **ARTICLE 3 FINANCIAL MATTERS**

### **3.4 Audit and Inspection of Records.**

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

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

## **ARTICLE 3 FINANCIAL MATTERS**

### **3.4 Audit and Inspection of Records.**

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

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

## **ARTICLE 4 SERVICES AND RESOURCES**

### **4.5 Assignment**

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

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

#### **ARTICLE 4 SERVICES AND RESOURCES**

##### **4.5 Assignment**

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

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

#### **ARTICLE 7 PAYMENT OF TAXES**

##### **7.3 Withholding**

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

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

#### **ARTICLE 8 TERMINATION AND DEFAULT**

##### **8.2 Termination for Default; Remedies.**

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

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

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

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

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

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

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

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

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

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

## ARTICLE 8 TERMINATION AND DEFAULT

### 8.2 Termination for Default; Remedies.

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 8 TERMINATION AND DEFAULT**

#### **8.4 Rights and Duties Upon Termination or Expiration**

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

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

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

## ARTICLE 8 TERMINATION AND DEFAULT

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

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

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

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

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

## ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

### 10.7 Minimum Compensation Ordinance.

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

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

## ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE

### 10.7 Minimum Compensation Ordinance.

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

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

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

## **ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE**

### **10.8 Health Care Accountability Ordinance.**

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

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

## **ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE**

### **10.8 Health Care Accountability Ordinance.**

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

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

## **ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE**

### **10.11 Limitations on Contributions.**

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

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

## **ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE**

### **10.11 Limitations on Contributions**

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

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

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

**ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE**

**10.17 Reserved. (Sugar-Sweetened Beverage Prohibition).**

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

**ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE**

**10.17 Distribution of Beverages and Water.**

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

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

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

**ARTICLE 10 ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE**

**10.20 Consideration of Salary History**

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

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

**ARTICLE 11 GENERAL PROVISIONS**

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

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

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

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

#### **ARTICLE 11 GENERAL PROVISIONS**

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

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

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

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

#### **ARTICLE 11 GENERAL PROVISIONS**

##### **11.13 Order of Precedence.**

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

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

**ARTICLE 11 GENERAL PROVISIONS**

**11.13 Order of Precedence.**

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

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

**ARTICLE 11 GENERAL PROVISIONS**

**11.14 Notification of Legal Requests.**

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

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

**ARTICLE 13 DATA AND SECURITY**

**13.5 Management of City Data and Confidential Information**

**13.5.1 Access to City Data.**

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

**13.5.2 Use of City Data and Confidential Information.**

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

**13.5.3 Disposition of Confidential Information.**

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

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

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

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

**Article 3      Effective Date**

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

**Article 4      Legal Effect**

**Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**CITY**

Recommended by:

  
Grant Colfax  
Director of Health  
Department of Public Health

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
Deputy City Attorney

Approved:



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

**CONTRACTOR**

Homeless Children's Network

  
April Silas  
Executive Director

City Supplier ID:  
0000018734

## **Appendix A**

### **Scope of Services – DPH Behavioral Health Services**

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

#### **1. Terms**

##### **A. Contract Administrator:**

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

##### **B. Reports:**

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

##### **C. Evaluation:**

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

##### **D. Possession of Licenses/Permits:**

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

##### **E. Adequate Resources:**

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

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

**F. Admission Policy:**

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

**G. San Francisco Residents Only:**

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

**H. Grievance Procedure:**

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

**I. Infection Control, Health and Safety:**

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

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

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

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

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

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

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

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

**J. Aerosol Transmissible Disease Program, Health and Safety:**

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

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

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

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

**K. Acknowledgment of Funding:**

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

**L. Client Fees and Third Party Revenue:**

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

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

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

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

**N. Patients' Rights:**

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

**O. Under-Utilization Reports:**

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

## **2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Ma' at

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

**1. Identifiers:****1. Program Name: Ma'at****Program Address (primary program site address): 3450 3<sup>rd</sup> 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](mailto:april@hcnkids.org)****Program Code: 38ASMT****2. Nature of Document (check one)**

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

**4. Goal Statement**

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

**5. Priority Population**

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

**6. Modality(s)/Intervention(s)****Definitions of EPSDT Service Modalities**

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

## Mental Health Services

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

## Assessment

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

## Collateral

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

## Therapy

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

## Case Management

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

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

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

7 case management unduplicated clients EPSDT = 7,200 minutes

40 non-EPSDT unduplicated clients = 15,790 hours

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

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

## 7. Methodology

### Direct Client Services

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

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

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

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

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

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

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

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

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

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

#### Non-EPSDT Objectives:

1. Program development to create an accessible, Afri-centric, community-based programmatic approach

*Timeline: July 2019-June 2020*

- Development of Afri-centric community-based mental health program to better understand how EPSDT can meet the needs of Black/African American families referred to the Ma'at program.
- Development of EPSDT-focused programming to serve Black/African American families.
- New site: Ascertain a new site which will be Medi-Cal certified

2. Funder communications:

*Timeline: July 2019-June 2020*

- 35 funder meetings including calls, in-person meetings, email meetings, with DCYF and DPH to concretize contract terms and program priorities. Documentation will be kept in HCN's Ma'at binder for review.

3. Community work to develop an Afri-centric behavioral health model:

*Timeline: July 2019-June 2020*

- 120 outreach calls, meetings, and communications to potential advisors, spokes, schools, referrals sources and others

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

- Weekly meetings with spoke sites (Rafiki and Bessie Carmichael)
- Design a listening session approach

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

*Timeline: July 2019-June 2020*

- 40 non-EPSDT clients receive mental health services, group support, healing circles and/or case management services to Black/African American families referred under Ma'at.

5. Community Advisory Group:

*Timeline: January 2020-March 2020:*

- Decide what the criteria is for advisors
- Communicate criteria to selected leaders and community bodies
- Receive from the community recommendations on advisory committee members
- Interview and select 3 members based on criteria and feedback from community

*Timeline: April 2020-June 2020:*

- Bring advisors up to speed on the Ma'at Program history so they can effectively advise
- Advisors meet with spoke representatives
- Advisors take part in Ma'at citywide program community training

6. Rafiki:

*Timeline: July 2019-June 2020:*

- Love Pop Ups and other community outreach led by Rafiki Coalition are designed to activate resilience, grit and healing both after community violence/ or otherwise community traumatizing event, has occurred. Ideally Love Pop Up events can be delivered pro-actively before community violence has occurred. Each of these ideally will be done in a multi-systemic, trauma-informed, culturally responsive, collective impact process, so that we can impact the communities we serve, by: (1) Increasing wellness and self-care support to vulnerable populations; (2) Raising self-care and health literacy for vulnerable populations; (3) Decreasing Isolation and increasing feelings of connectedness to place and people; (4) Decreasing feelings of stress and traumatic symptoms; (5) Increasing sense of agency and feelings of hope.

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

*Timeline: June 2020:*

- Black Health and Healing Summit

**Spoke Objectives:**

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

E. Ma'at program staffing:

- Executive Director
- Director of Ma'at Program
- Clinical Director
- Clinical Supervisor
- Therapist/Program Manager (x 3)
- Therapist (x 6)

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

## 8. Objectives and Measurements

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

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

## 8. Continuous Quality Assurance and Improvement

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

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

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

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

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

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

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

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

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

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

## 9. Required Language

N/A

## Appendix B Calculation of Charges

### 1. Method of Payment

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15<sup>th</sup>) 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 (15<sup>th</sup>) 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-1 Ma'at

### **B. Compensation**

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Six Million Four Hundred Eight Thousand Dollars (\$6,408,000) for the period of January 1, 2019 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, \$408,000 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

July 1, 2018 to June 30, 2019	\$ 500,000
July 1, 2019 to June 30, 2020	\$ 2,100,000
July 1, 2020 to June 30, 2021	\$ 1,700,000
July 1, 2021 to June 30, 2022	\$ 1,700,000
<b>Sub Total July 1, 2018 to June 30, 2022</b>	<b>\$ 6,000,000</b>
Contingency	\$ 408,000
<b>TOTAL July 1, 2018 to June 30, 2022</b>	<b>\$ 6,408,000</b>

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		Doc Date	07/01/19	Appendix B, Page 1
Legal Entity Name/Contractor Name Homeless Children's Network		Fiscal Year	2019-20	
Contract ID Number 1000013667		Funding Notification Date	12/10/19	
Appendix Number	B-1	B-#	B-#	
Provider Number	38AS			
Program Name	Mat			
Program Code	38ASMT			
Funding Term	7/1/2019-6/30/2020			
<b>FUNDING USES</b>		<b>TOTAL</b>		
Salaries	\$ 829,087			\$ 829,087
Employee Benefits	\$ 215,562			\$ 215,562
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 1,044,649</b>			<b>\$ 1,044,649</b>
Operating Expenses	\$ 797,936			\$ 797,936
Capital Expenses				
<b>Subtotal Direct Expenses</b>	<b>\$ 1,842,585</b>			<b>\$ 1,842,585</b>
Indirect Expenses	\$ 257,415			\$ 257,415
Indirect %	14.0%	0.0%	0.0%	14.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 2,100,000</b>			<b>\$ 2,100,000</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>				
MH WO DCYF CH AAREQ	\$ 800,000			\$ 800,000
MH CYF Fed SDMC FFP (50%)	\$ 300,000			\$ 300,000
MH CYF County General Fund (Match)	\$ 300,000			\$ 300,000
MH CYF County General Fund	\$ 700,000			\$ 700,000
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 2,100,000</b>			<b>\$ 2,100,000</b>
<b>BHS SUD FUNDING SOURCES</b>				
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ 2,100,000</b>			<b>\$ 2,100,000</b>
<b>OTHER DPH FUNDING SOURCES</b>				
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>			<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 2,100,000</b>			<b>\$ 2,100,000</b>
<b>NON-DPH FUNDING SOURCES</b>				
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>			<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 2,100,000</b>			<b>\$ 2,100,000</b>
Prepared By	David Jones			415-437-3990 Ext 309

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

DHCS Legal Entity Number 00723		Doc Date 07/01/19	Appendix Number B-1
Provider Name Homeless Children's Network		Page Number 2	Fiscal Year 2019-20
Provider Number 38AS		Contract ID Number 1000013667	
Program Name Ma'at		Program Code 38ASMT	Program Code 38ASMT
Model/SFC (MH) or Modality (SUD)		OP-MH Svcs	OP- Case Mgt Brokerage
Service Description		OS-Cmnty Client Svcs	OS-Cmnty Client Svcs
Funding Term (07/01/19-06/30/20)		07/01/19-06/30/20	
FUNDING USES		07/01/19-06/30/20	
Salaries & Employee Benefits		\$ 289,517	\$ 8,954
Operating Expenses		\$ 221,142	\$ 6,840
Capital Expenses		\$ 510,660	\$ 15,794
Subtotal Direct Expenses		\$ 71,341	\$ 2,206
Indirect Expenses		\$ 14.0%	\$ 14.0%
Indirect %		\$ 14.0%	\$ 14.0%
TOTAL FUNDING USES		\$ 582,000	\$ 18,000
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 582,000	\$ 18,000
BHS SUD FUNDING SOURCES		Debt-Auth-Proj-Activity	
MH WO DCYF CH AARFQ		251962-10002-100011799-0010	\$ 800,000
MH CYF Fed SDMC FFP (50%)		251962-10000-100011670-0001	\$ 300,000
MH CYF County General Fund (Match)		251962-10000-100011670-0001	\$ 300,000
MH CYF County General Fund		251962-10000-100011670-0001	\$ 700,000
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ -	\$ -
OTHER DPH FUNDING SOURCES		Debt-Auth-Proj-Activity	\$ -
This row left blank for funding sources not in drop-down list			\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 582,000	\$ 18,000
NONDPH FUNDING SOURCES			
This row left blank for funding sources not in drop-down list			\$ -
TOTAL NONDPH FUNDING SOURCES		\$ 582,000	\$ 18,000
BHS UNITS OF SERVICE AND UNIT COST		Number of Beds Purchased	
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narotic Treatment Programs			
Payment Method		Cost	Cost
DPH Units of Service		Reimbursement	Reimbursement
Unit Type		Staff Minute	Staff Minute
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 3.08	\$ 2.50
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 3.08	\$ 2.50
Published Rate (Medi-Cal Providers Only)		\$ 3.08	\$ 2.50
Unduplicated Clients (UDC)		172	7
		20	21
		219	

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

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

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

Funding Notification Date 12/10/19

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

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000013667  
 Program Name Mail  
 Program Code 38ASMT

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

Funding Notification Date 12/10/19

Expense Categories & Line Items	TOTAL	(251962-1000-10001)	(251962-10002-10001)	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b>	(07/01/19-06/30/20):	(07/01/19-06/30/20):	(07/01/19-06/30/20):	(mm/dd/yy-mm/dd/yy)(mm/dd/yy-mm/dd/yy):	
Rent	\$ 135,000	\$ 83,571	\$ 51,429		
Utilities (telephone, electricity, water, gas)	\$ 24,000	\$ 14,857	\$ 9,143		
Building Repair/Maintenance	\$ 149,264	\$ 92,401	\$ 56,863		
Furniture and Equipment	\$ 32,791	\$ 20,300	\$ 12,491		
IT Hardware	\$ 28,000	\$ 17,333	\$ 10,667		
<b>Occupancy Total:</b>	<b>\$ 369,055</b>	<b>\$ 228,462</b>	<b>\$ 140,593</b>		
Office Supplies	\$ 5,000	\$ 3,095	\$ 1,905		
Photocopying	\$ 1,000	\$ 619	\$ 381		
Program Supplies	\$ 16,381	\$ 10,451	\$ 6,430		
Computer Hardware/Software	\$ 10,000	\$ 6,190	\$ 3,810		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 32,881</b>	<b>\$ 20,355</b>	<b>\$ 12,526</b>		
Training/Staff Development	\$ 55,000	\$ 34,048	\$ 20,952		
Insurance	\$ -	\$ -			
Professional License	\$ -	\$ -			
Permits	\$ -	\$ -			
Equipment Lease & Maintenance	\$ -	\$ -			
<b>General Operating Total:</b>	<b>\$ 55,000</b>	<b>\$ 34,048</b>	<b>\$ 20,952</b>		
Local Travel	\$ 13,500	\$ 8,357	\$ 5,143		
Out-of-Town Travel	\$ 12,500	\$ 7,738	\$ 4,762		
<b>Staff Travel Total:</b>	<b>\$ 26,000</b>	<b>\$ 16,095</b>	<b>\$ 9,905</b>		
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -	\$ -			
Rafiki Coalition- 7/1/19 - 6/30/20, Black Health & Healing Summit (\$75,000), 8 Love pop up, Community outreach, engagement meetings @ \$13,750 each(\$150,000)	\$ 225,000	\$ 139,286	\$ 85,714		
Data with a purpose, LLC - 7/1/19 - 6/30/20, will provide evaluation of Productivity and Program outcomes at \$150/hr x 100 every three months	\$ 60,000	\$ 37,143	\$ 22,857		
<b>Consultant/Subcontractor Total:</b>	<b>\$ 285,000</b>	<b>\$ 176,429</b>	<b>\$ 108,571</b>		
Other (provide detail):	\$ -	\$ -			
Recruitment	\$ 30,000	\$ 18,572	\$ 11,428		
<b>Other Total:</b>	<b>\$ 30,000</b>	<b>\$ 18,572</b>	<b>\$ 11,428</b>		
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 797,936</b>	<b>\$ 493,961</b>	<b>\$ 303,975</b>		

### Appendix B - DPH 6: Contract-Wide Indirect Detail

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

#### 1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Finance Director	0.10	\$ 10,500
Development/Communication Director	0.31	\$ 32,550
Finance Associate	0.33	\$ 20,000
Development/Communication Associate	0.50	\$ 24,000
Grantwriter	0.25	\$ 20,000
Subtotal:	1.49	\$ 107,050
Employee Benefits:	26.0%	\$ 27,833
<b>Total Salaries and Employee Benefits:</b>		<b>\$ 134,883</b>

#### 2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
IT Support	\$ 20,532
Accounting & Auditing Expenses	\$ 5,000
Insurance	\$ 2,000
Occupancy Expenses (Maintenance & Security)	\$ 95,000
<b>Total Operating Costs</b>	<b>\$ 122,532</b>
<b>Total Indirect Costs</b>	<b>\$ 257,415</b>

## **Appendix F**

### **Invoices**

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

Appendix F  
PAGE A

Contract ID#  
1000013667

INVOICE NUMBER:	M17	JL	19
Ct. Blanket No.:	BPHM	N/A	User Cd
Ct. PO No.:	POHM	TBD	
Fund Source:	MH WO DCYF CH AARFQ		
Invoice Period:	July 2019		
Final Invoice:			(Check if Yes)

**Contractor: Homeless Children's Network**

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

**Tel No.: (415) 437-3994**

**Fax No.:**

**BHS**

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

**PHP Division: Behavioral Health Services**

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

Unduplicated Counts for AIDS Use Only.

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Send to:

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

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

## Appendix F

### PAGE B

Contract ID#

**Invoice Number**

M17 JL 19

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### User Cd

CT PO No.

**Contractor: Homeless Children's Network**

Tel. No.:

#### DETAIL PERSONNEL EXPENDITURES

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

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Appendix F  
PAGE A

Contract ID#  
1000013667

Contractor: Homeless Children's Network

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

Tel No.: (415) 437-3994

Fax No.:

**BHS**

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

PHP Division: Behavioral Health Services

INVOICE NUMBER:	M18	JL	19
Ct. Blanket No.:	BPHM	N/A	
		User Cd	
Ct. PO No.:	POHM	TBD	
Fund Source:	MH CYF Fed/ County General Fund		
Invoice Period:	July 2019		
Final Invoice:		(Check if Yes)	

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

Unduplicated Counts for AIDS Use Only.

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

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Send to:

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

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

## Appendix F

### PAGE B

Contract ID#

Invoice Number

M18 JL 19

### User Cd

CT PO No.

**Contractor: Homeless Children's Network**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

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

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone:

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

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2021, in San Francisco, California, by and between **Homeless Children’s Network** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

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

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

WHEREAS, approval for this Amendment was obtained on August 3, 2020 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of \$233,200,00 for the period commencing July 1, 2017 and ending June 30, 2027; and

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

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

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

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

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

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

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

**3.3.1    Payment**

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

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

### **ARTICLE 3 FINANCIAL MATTERS**

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

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

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

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

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

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

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

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

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

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

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

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

#### **3.4 Audit and Inspection of Records.**

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

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

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

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

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

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

**3.7 Contract Amendments; Budgeting Revisions.**

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

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

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

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

**4.2. Qualified Personnel**

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

**4.2.2 Contractor Vaccination Policy.**

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

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

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

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

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

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

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

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

## **5.1 Insurance**

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

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

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

(c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.

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

(e) Reserved. (Technology Errors and Omissions Coverage).

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

(g) Reserved. (Pollution Liability Insurance).

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

#### **5.1.2 Additional Insured Endorsements**

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

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

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

#### **5.1.3 Waiver of Subrogation Endorsements**

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

#### **5.1.4 Primary Insurance Endorsements**

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

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

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

#### **5.1.5 Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: [insurance-contractsr410@sfdph.org](mailto:insurance-contractsr410@sfdph.org) .

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

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

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

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

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

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

**5.2 Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.2 Termination for Default; Remedies.**

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

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

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

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, in accordance with San Francisco Administrative Code Section 21.33 (Procedure Upon Contractor's Failure to Deliver) where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.3 shall survive termination of this Agreement.

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

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

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

**10.4 Consideration of Salary History.**

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

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

**10.20 Consideration of Salary History.**

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

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

**11.1 Notices to the Parties.**

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

To CITY:	Office of Contract Management and Compliance Department of Public Health  1380 Howard Street San Francisco, California 94103	e-mail: <a href="mailto:David.folmar@sfdph.org">David.folmar@sfdph.org</a>
And:	ANTHONY BUCKMAN CONTRACT DEVELOPMENT AND TECHNICAL ANALYSIS 1380 Howard Street San Francisco, California 94103	e-mail: <a href="mailto:Anthony.Buckman@sfdph.org">Anthony.Buckman@sfdph.org</a>
To CONTRACTOR:	HOMELESS CHILDRENS NETWORK 3450 Third Street, Unit 1-C	

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

**11.3 Incorporation of Recitals.**

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

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

**11.13 Order of Precedence.**

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

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

**12.3. Certification Regarding Lobbying.**

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

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

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

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

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

**13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

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

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

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

**13.4 Management of City Data and Confidential Information.**

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

**13.4.2 Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City’s Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

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

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

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

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

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

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

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

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

### **Article 3 Effective Date**

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

### **Article 4 Legal Effect**

**Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**CITY**

Recommended by:

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Grant Colfax  
**Director of Health**  
**Department of Public Health**

**CONTRACTOR**

**Homeless Children's Network**

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**APRIL SILAS**  
**Executive Director**

City Supplier ID:  
0000018734

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_

Louise Simpson  
Deputy City Attorney

Approved:

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Sailaja Kurella  
Director, Office of Contract Administration, and  
Purchaser

## **Appendix A** **Scope of Services – DPH Behavioral Health Services**

### **1. Terms**

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

### **2. Description of Services**

### **3. Services Provided by Attorneys**

### **1. Terms**

#### **A. Contract Administrator:**

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

#### **B. Reports:**

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

#### **C. Evaluation:**

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

**D. Possession of Licenses/Permits:**

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

**E. Adequate Resources:**

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

**F. Admission Policy:**

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

**G. San Francisco Residents Only:**

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

**H. Grievance Procedure:**

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

**I. Infection Control, Health and Safety:**

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

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

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for

health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

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

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

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

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

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

**J. Aerosol Transmissible Disease Program, Health and Safety:**

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

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

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

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

**K. Acknowledgment of Funding:**

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

**L. Client Fees and Third Party Revenue:**

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

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

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

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

**N. Patients' Rights:**

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

**O. Under-Utilization Reports:**

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

**P. Quality Improvement:**

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

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

**Q. Working Trial Balance with Year-End Cost Report**

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

**R. Harm Reduction**

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

**S. Compliance with Behavioral Health Services Policies and Procedures**

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

**T. Fire Clearance**

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall

undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request.”

**U. Clinics to Remain Open:**

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

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

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

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

**V. Compliance with Grant Award Notices:**

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 –Ma'At  
Appendix A-1a- Ma”At SFPD Reallocation Fund

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

**1. Identifiers:**

**1. Program Name: Ma'at**

**Program Address (primary program site address): 3450 3<sup>rd</sup> Street Unit 1C**

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

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

**Executive Director: April Silas**

**Telephone: (415) 437-3990 X 308**

**Email; Address: april@hcnkids.org**

**Program Code: 38ASMT**

**2. Nature of Document (check one)**

Original

**Amendment #2**

Revision to Program Budgets (RPB)

**3. Goal Statement**

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

**4. Priority Population**

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

**5. Modality(s)/Intervention(s)**

**Definitions of EPSDT Service Modalities**

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

### Mental Health Services

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

### Assessment

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

### Collateral

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

### Therapy

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

### Case Management

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

The total number of minutes to be provided in FY 21-22:

126 mental health services unduplicated clients EPSDT = 307,124 minutes.  
10 case management unduplicated clients EPSDT = 11,920 minutes  
156 non-EPSDT unduplicated clients = 15,790 hours

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

## 6. Methodology

### Direct Client Services

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

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

The Ma'at program operates within the existing HCN structure as one of HCN's main priority programs. HCN's mission is two-fold: To provide direct family support services and to function as the hub of a citywide collaborative of agencies to unify the standard of care. Similarly, Ma'at both provides services to Black/African American families as well as functions as the hub of the "hub and spoke" model of citywide stakeholders. Outreach: Engage and introduce the Ma'at Program within communities around San Francisco. Engagement may include events, conversations, and other trust-building activities to develop rapport and referral systems with spokes (Rafiki, Bessie Carmichael and Soul of Pride) and other citywide stakeholders such as potential advisors, spokes, schools, referrals sources and others.

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

Promotion and advertisement: Cross-leverage HCN and partners' programs and community connections to publicize Ma'at. Promotion includes on the HCN website, social media, via hardcopy marketing collateral and elsewhere, such as conferences and events.

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

will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

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

HCN serves those living in emergency, domestic violence, and transitional shelters, as well as those families referred by homeless agencies. Services include family-focused, child centered therapy: individual counseling, play therapy, family counseling, and group therapy; as well as, case management linkages to appropriate and viable community resources. CANS data is reviewed by HCN's Program Director and used to determine training needs, supervision needs and discharge planning. Services are developmentally, linguistically, environmentally, and culturally optimal and accessible for families. Hours of operation are Monday-Friday 9a-6p as well as on the weekends and earlier or later by appointment only. Services are offered throughout the community, as well as at our offices at 3450 3rd Street, Unit 1C and 1426 Fillmore Street, Suite 301, San Francisco, CA.

#### **Non-EPSDT Objectives:**

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

*Timeline: July 2021-June 2022.*

- Ongoing development of Afri-centric community-based mental health program to better understand how EPSDT can meet the needs of Black/African American families referred to the Ma'at program, including via a hybrid telehealth model during and after the COVID era
- Ongoing development of EPSDT-focused programming to serve Black/African American families during COVID era
- New site Medi-Cal certification in advance of the opening of HCN's Fillmore street location.

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

*Timeline: July 2021-June 2022*

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

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

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

*Timeline: July 2021-June 2022*

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

### 4. Community Advisory:

*Timeline: July 2021-June 2022:*

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

5. Rafiki Coalition:

*Timeline: July 2021-June 2022:*

- Love Pop Ups and other community outreach led by Rafiki Coalition are designed to activate resilience, grit and healing both after community violence/ or otherwise community traumatizing event, has occurred. Ideally Love Pop Up events can be delivered pro-actively before community violence has occurred. Each of these ideally will be done in a multi-systemic, trauma-informed, culturally responsive, collective impact process, so that we can impact the communities we serve, by: (1) Increasing wellness and self-care support to vulnerable populations; (2) Raising self-care and health literacy for vulnerable populations; (3) Decreasing Isolation and increasing feelings of connectedness to place and people; (4) Decreasing feelings of stress and traumatic symptoms; (5) Increasing sense of agency and feelings of hope.
- A take-back the Community SELF-LOVE Pop-up Event can occur over one or two days, where there is opportunity of increased wellness for the residents. Using COVID-safe practices, there may be several hours of massage, acupuncture, an expressive arts based healing circle, a community drumming circle, a yoga/meditation movement class, a healthy meal and/or an opportunity for one on one coaching/navigation session. The Wellness Navigation would navigate to services as needed such as Ma'at therapists, medical homes etc.
- Outreach, community engagement and advocacy include extensive relationship building with partners such as SFUSD schools and Hope SF, as well as families throughout San Francisco, including those who have experienced community violence. Rafiki staff connect with community members, with an emphasis on children and caregivers, around shared cultural and spiritual traditions. Community members and caregivers facing economic insecurity, in particular during the COVID pandemic, are linked to resources for food, housing assistance, job hunting help, or other supports as needed.
- During the COVID pandemic, Pop-ups and community outreach may be provided virtually to align with COVID-safe practices. Virtual events are hosted online, on a platform such as Zoom. They can be marketed via social media, email, word of mouth, flyers, and via families, local communities and community partners.

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

**Spoke Objectives:**

- HCN will act as the lead agency, or "hub," to support community services sites, or "spokes, " to provide access to culturally responsive, family-driven behavioral health treatment and supports. The "hub and spoke" model means that community engagement and behavioral health services may take place outside of a traditional clinic, and at community service sites accessible to children, youth and families. Pop Ups are a spontaneous response to community crisis in the Black community.
- Interactions and services with spoke sites will utilize a hybrid model including telehealth components and COVID-safe in person measures when it is safe to do so.
- Spoke relationships will have the following:
  - Outreach
  - EPSDT referrals
  - Referrals for non-EPSDT mental health services
  - Community engagement efforts
  - Ongoing feedback circle with spoke sites and other community members
  - Referrals will come out of a reciprocal and circular feedback loop

D. HCN services will be delivered in the context of the BHS Access system, with a common definition of medical necessity for the level of care, and a common admission and discharge criteria for the level of care. HCN's Clinical Director functions as Care Manager responsible for the client's plan of care throughout the system-wide standards of accountability that is based on cost, access, quality and outcomes.

E. Ma'at program staffing:

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

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

## 7. Objectives and Measurements

*All EPSDT objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY 21-22.*

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

## 8. Continuous Quality Assurance and Improvement

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

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

2. Quality of Documentation: Periodic Utilization Review and Quality Control. A committee comprised of the Clinical Supervisor, Quality Assurance Staff and Program Director meet monthly to review cases. The review covers documentation accuracy and quality, special risk factors, clinical status and progress of each client, treatment modalities and the efficacy of interventions. The committee discusses outcomes and recommendations, such as changes in service intensity and referrals. PURQC Committee notes are kept by the Program Director and include recommendations to be conveyed to individual clinicians. A PURQC log is filled out at each committee meeting, and notes are kept by the Program Director. HCN's PURQC Committee complies with all SFDPH-BHS policies and procedures. Every clinician meets weekly with the Clinical Supervision Team for individual clinical supervision, and attends a weekly 2-hour Group Supervision meeting. Recommendations of the PURQC Committee are conveyed to clinicians during these meetings. A monthly internal chart review is conducted by the Clinical Director and/or the Quality Assurance Director. HCN's goal is that 100% of charts are reviewed by the end of each year. The Clinical Supervision Team keeps notes and a sign-in sheet for each Group Supervision session, including the topics covered.

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

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

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

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

Families and community partners will inform and participate in CQI activities for the enhancement of the project evaluation feedback and learning loop. Regular data sharing will build stakeholders' capacity to engage, review, and co-create solutions for program decision-making. Evaluation will include culturally responsive, reflective practices to problem solve around service issues related to structural discrimination. Participant-observation data will be gathered to track larger implementation milestones, lessons learned, and any needed course corrections.

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

## **9. Required Language**

N/A

**1. Identifiers:**

**1. Program Name: Ma'at**

**Program Address (primary program site address): 3450 3<sup>rd</sup> Street Unit 1C**

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

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

**Executive Director: April Silas**

**Telephone: (415) 437-3990 X 308**

**Email; Address: april@hcnkids.org**

**Program Code: 38ASMT**

**2. Nature of Document (check one)**

Original

**Amendment #2 Revision to Program Budgets (RPB)**

**3. Goal Statement**

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

**4. Priority Population**

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

**5. Modality(s)/Intervention(s)**

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

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

**6. Methodology**

**Direct Client Services**

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

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

The Ma'at program operates within the existing HCN structure as one of HCN's main priority programs. HCN's mission is two-fold: To provide direct family support services and to function as the hub of a citywide collaborative of agencies to unify the standard of care. Similarly, Ma'at both provides services to Black/African American families as well as functions as the hub of the "hub and spoke" model of citywide stakeholders. Outreach: Engage and introduce the Ma'at Program within communities around San Francisco. Engagement may include events, conversations, and other trust-building activities to develop rapport and referral systems with spokes (Rafiki, Bessie Carmichael and Soul of Pride) and other citywide stakeholders such as potential advisors, spokes, schools, referrals sources and others.

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

Promotion and advertisement: Cross-leverage HCN and partners' programs and community connections to publicize Ma'at. Promotion includes on the HCN website, social media, via hardcopy marketing collateral and elsewhere, such as conferences and events.

B. Ma'at Program eligibility is determined by HCN's Clinical Director upon referral from collaborative members and spokes. HCN participates in the BHS Advanced Access initiative, including ensuring timely measurement of data at the site and reporting of data to BHS as required. The Ma'at program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

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

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

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

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

*Timeline: July 2021-June 2022*

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

2. Dream Keeper/Mega Black Sacred Space facilitated conversations

*Timeline: July 2021-June 2022*

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

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

*Timeline: July 2021-June 2022*

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

### **B. Dream Keeper Soul of Pride objectives:**

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

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

### **Soul of Pride Dream Keeper events for 2021-2022:**

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

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

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

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

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

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

#### **“Soulful Cabaret” Gala | 2022 | In-Person Event:**

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

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

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

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

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

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

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

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

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

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

**C. Dream Keeper Early Childhood Mental Health Objectives:**

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

*Timeline: July 2021-June 2022*

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

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

D. Ma'at/Dream Keeper program staffing:

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

## 7. Objectives and Measurements

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

## 8. Continuous Quality Assurance and Improvement

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

Overall, the evaluation design will capture CQI implementation data in a culturally responsive way that values Black/African American families' experience as integral to evaluation knowledge. The evaluation team will utilize a culturally responsive (Hood, Hopson, & Frierson, 2015), developmental (Patton, 2010) evaluation approach to guide collaborative work.

Families and community partners will inform and participate in CQI activities for the enhancement of the project evaluation feedback and learning loop. Regular data sharing will build stakeholders'

capacity to engage, review, and co-create solutions for program decision-making. Evaluation will include culturally responsive, reflective practices to problem solve around service issues related to structural discrimination. Participant-observation data will be gathered to track larger implementation milestones, lessons learned, and any needed course corrections.

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

## 9. Required Language

N/A

## **Appendix B** **Calculation of Charges**

### **1. Method of Payment**

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (15<sup>th</sup>) 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 (15<sup>th</sup>) 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-1 – Ma'At  
Appendix B-2 – Ma'At SFPD & Carry Forward

### **B. Compensation**

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Six Hundred Thirty-Six Thousand One Hundred Seventy Dollars (\$9,636,170) for the period of July 1, 2018 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$0.00** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

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

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

### **3. Services of Attorneys**

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

### **4. State or Federal Medi-Cal Revenues**

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

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

### **5. Reports and Services**

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

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

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

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

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

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

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

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

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

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

**Appendix B - DPH 4: Operating Expenses Detail**

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

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

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

## Appendix B - DPH 6: Indirect Detail

Contractor Name	Homeless Children's Network	Page Number	5
Contract ID Number	1000013667	Fiscal Year	2021-2022
		Funding Notification Date	10/13/21
		Document Date	7/1/2021

## 1. SALARIES & EMPLOYEE BENEFITS

## 2. OPERATING COSTS

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

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

<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	\$ 274,400	\$ 35,090	\$ 35,090	\$ 35,090	\$ 35,140	\$ 35,190	\$ 450,000	
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>							
							\$ -	
							\$ -	
							\$ -	
This row left blank for funding sources not in drop-down list							\$ -	
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>							
SFPD Reallocation Fund (One-Time)	251929-21748-10036606-0001	\$ 574,400	\$ 35,090	\$ 35,090	\$ 35,090	\$ 35,140	\$ 35,190	\$ 750,000
SFPD Reallocation Fund Carryforward from FY 20-21 (One-	251929-21748-10036606-0001	\$ 274,400	\$ 35,090	\$ 35,090	\$ 35,090	\$ 35,140	\$ 35,190	\$ 450,000
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ 848,800</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,280</b>	<b>\$ 70,380</b>	<b>\$ 1,200,000</b>	
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 848,800</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,180</b>	<b>\$ 70,280</b>	<b>\$ 70,380</b>	<b>\$ 1,200,000</b>	
<b>NON-DPH FUNDING SOURCES</b>								
This row left blank for funding sources not in drop-down list							\$ -	
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>848,800</b>	<b>70,180</b>	<b>70,180</b>	<b>70,180</b>	<b>70,280</b>	<b>70,380</b>	<b>1,200,000</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>								
Number of Beds Purchased								
SUD Only - Number of Outpatient Group Counseling Sessions								
SUD Only - Licensed Capacity for Narcotic Treatment Programs								
Payment Method Reimbursement (CR)			Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service			8935	739	739	739	740	
Unit Type			Staff Minute	Staff Hour	Staff Hour	Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)			\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)			\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	
Published Rate (Medi-Cal Providers Only)							<b>Total UDC</b>	
Unduplicated Clients (UDC)			20	20	20	20	120	

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

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

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

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

**Appendix B - DPH 4: Operating Expenses Detail**

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

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

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

## Appendix B - DPH 6: Indirect Detail

Contractor Name	Homeless Children's network	Page Number	4
Contract ID Number	1000013667	Fiscal Year	2021-2022
		Funding Notification Date	10/13/21
		Document Date	7/1/2021

## 1. SALARIES & EMPLOYEE BENEFITS

## 2. OPERATING COSTS

**Appendix F**  
**Invoice**

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

Appendix F  
PAGE A

Contract ID#

1000013667

INVOICE NUMBER:

M17JL21

Template Version

Amendment 1

User Cd

Ct. PO No.: POHM

SFGOV-0000547237

Fund Source:

MH WO DCYF CH AARFQ

Invoice Period:

July 2021

Final Invoice:

(Check if Yes)

**Contractor: Homeless Children's Network**

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

Tel No.: (415) 437-3994

Fax No.:

**BHS**

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

PHP Division: Behavioral Health Services

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

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 300,349.00	\$ -	\$ -	0.00%	\$ 300,349.00
Fringe Benefits	\$ 78,337.00	\$ -	\$ -	0.00%	\$ 78,337.00
<b>Total Personnel Expenses</b>	<b>\$ 378,686.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 378,686.00</b>
Operating Expenses:					
Occupancy	\$ 104,187.00	\$ -	\$ -	0.00%	\$ 104,187.00
Materials and Supplies	\$ 62,833.00	\$ -	\$ -	0.00%	\$ 62,833.00
General Operating	\$ 20,000.00	\$ -	\$ -	0.00%	\$ 20,000.00
Staff Travel	\$ 36,000.00	\$ -	\$ -	0.00%	\$ 36,000.00
Consultant/Subcontractor	\$ 75,000.00	\$ -	\$ -	0.00%	\$ 75,000.00
Others: Recruitment	\$ 20,000.00	\$ -	\$ -	0.00%	\$ 20,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 318,020.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 318,020.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 696,706.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 696,706.00</b>
Indirect Expenses	\$ 103,294.00	\$ -	\$ -	0.00%	\$ 103,294.00
<b>TOTAL EXPENSES</b>	<b>\$ 800,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 800,000.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>	<b>\$ -</b>				

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Send to:

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

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F  
PAGE B

Contract ID#

1000011726

Invoice Number

M17JL21

User Cd

CT PO No.

**Contractor: Homeless Children's Network**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Appendix F  
PAGE A

**Contractor: Homeless Children's Network**  
Address: 3450 Third Street, Unit 1-C, San Francisco, CA 94124

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

Contract ID#  
1000013667

INVOICE NUMBER:	M18JL21
Template Version	MYE
Ct. PO No.:	POHM
Fund Source:	SFGOV-0000547237
Invoice Period:	July 2021
Final Invoice:	<input type="checkbox"/> (Check if Yes)

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

PHP Division: Behavioral Health Services

**BHS**

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 Ma'at PC# - 38ASMT 251962-10000-10001670-0001</b>												
15/ 10 - 57, 59 OP-MH Svcs	289,920	126			-	-	0%	0%	289,920	126	100%	100%
15/ 01 - 09 OP-Case Mgt Brokerage	33,510	10			-	-	0%	0%	33,510	10	100%	100%
45/ 20 - 29 OS-Cmmty Client Svcs	8,391	20			-	-	0%	0%	8,391	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 745,906.00	\$ -	\$ -	0.00%	\$ 745,906.00
Fringe Benefits	\$ 194,557.00	\$ -	\$ -	0.00%	\$ 194,557.00
<b>Total Personnel Expenses</b>	<b>\$ 940,463.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 940,463.00</b>
Operating Expenses:					
Occupancy	\$ 285,300.00	\$ -	\$ -	0.00%	\$ 285,300.00
Materials and Supplies	\$ 127,284.00	\$ -	\$ -	0.00%	\$ 127,284.00
General Operating	\$ 35,837.00	\$ -	\$ -	0.00%	\$ 35,837.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 335,000.00	\$ -	\$ -	0.00%	\$ 335,000.00
Others: Recruitment	\$ 22,187.00	\$ -	\$ -	0.00%	\$ 22,187.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 805,608.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 805,608.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,746,071.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,746,071.00</b>
Indirect Expenses	\$ 251,099.00	\$ -	\$ -	0.00%	\$ 251,099.00
<b>TOTAL EXPENSES</b>	<b>\$ 1,997,170.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,997,170.00</b>
<b>Less: Initial Payment Recovery</b>				NOTES:	
<b>Other Adjustments (DPH use only)</b>				MH CYF Fed/ County GF (Match) - 251962-10000-10001670-0001 \$1,900,000	
				MH CYF COUNTY WO CODB - 251962-10000-10001670-0001 \$97,170	
<b>REIMBURSEMENT</b>	<b>\$ -</b>				

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

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

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F  
PAGE B

Contract ID#

1000011726

Invoice Number

M18JL21

User Cd

CT PO No.

**Contractor: Homeless Children's Network**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Appendix F  
PAGE A

**Contractor: Homeless Children's Network**

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

Tel No.: (415) 437-3994

Fax No.:

Contract ID#  
1000013667

INVOICE NUMBER:	M20JL21
Template Version	Amendment 1
Ct. PO No.: POHM	SFGOV-0000547237
Fund Source:	SFPH Reallocation Fund/Carryforward
Invoice Period:	July 2021
Final Invoice:	<input type="checkbox"/> (Check if Yes)

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

PHP Division: Behavioral Health Services

**BHS**

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1a Ma'at PC# - 38ASMT 251929-21748-10036606-0001</b>												
15/ 10 -57, 59, OP-MH Svcs	8,935	20			-	-	0%	0%	8,935	20	100%	100%
45/ 10 - 19, Consultant Train/Supervision (10% cap)	739	20			-	-	0%	0%	739	20	100%	100%
45/ 10 - 19, Early Intervention Individual	739	20			-	-	0%	0%	739	20	100%	100%
45/ 10 - 19, Early Intervention Group (15% cap)	739	20			-	-	0%	0%	739	20	100%	100%
45/ 10 - 19, MH Services Indiv/Family	740	20			-	-	0%	0%	740	20	100%	100%
45/ 10 - 19, MH Services Group (5% cap)	741	20			-	-	0%	0%	741	20	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 577,000.00	\$ -	\$ -	0.00%	\$ 577,000.00
Fringe Benefits	\$ 150,020.00	\$ -	\$ -	0.00%	\$ 150,020.00
<b>Total Personnel Expenses</b>	<b>\$ 727,020.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 727,020.00</b>
Operating Expenses:					
Occupancy	\$ 25,000.00	\$ -	\$ -	0.00%	\$ 25,000.00
Materials and Supplies	\$ 103,000.00	\$ -	\$ -	0.00%	\$ 103,000.00
General Operating	\$ 35,000.00	\$ -	\$ -	0.00%	\$ 35,000.00
Staff Travel	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
Consultant/Subcontractor	\$ 142,000.00	\$ -	\$ -	0.00%	\$ 142,000.00
Others	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 320,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 320,000.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,047,020.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,047,020.00</b>
<b>Indirect Expenses</b>	<b>\$ 152,980.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 152,980.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 1,200,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,200,000.00</b>
<b>Less: Initial Payment Recovery</b>				NOTES:	
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>	<b>\$ -</b>				

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

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

Or email to:

cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date  
Prepared: 1/11/2022

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

Appendix F  
PAGE B

Contract ID#  
1000013667

Invoice Number

M20JL21

User Cd

CT PO No.

**Contractor: Homeless Children's Network**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Clinical Supervisor	1.00	\$ 105,000.00	\$ -	\$ -	0.00%	\$ 105,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Therapist	1.00	\$ 72,000.00	\$ -	\$ -	0.00%	\$ 72,000.00
Contract Analyst Specialist	0.50	\$ 40,000.00	\$ -	\$ -	0.00%	\$ 40,000.00
<b>TOTAL SALARIES</b>	<b>7.50</b>	<b>\$ 577,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 577,000.00</b>

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**Introduction**

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](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 for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

**Dispute Resolution Procedure**

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

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

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

- Step 1      The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2      Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as

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

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

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

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

## APPENDIX H

### Data Access and Sharing Terms

#### Article 1 Access

##### **1.1 Revision to Scope of Access (RSA):**

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

##### **1.2 Primary and Alternate Agency Site Administrator.**

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

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

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

##### **1.3 SFDPH IT Service Desk.**

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

##### **1.4 Deprovisioning Schedule.**

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

##### **1.5 Active Directory.**

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

##### **1.6 Role Based Access.**

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

### **1.7 Training Requirements.**

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

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

### **1.8 Agency Data User Confidentiality Agreement.**

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

### **1.9 Corrective Action.**

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

### **1.10 User ID and Password.**

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

### **1.11 Notification of Compromised Password.**

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

### **1.12 Multi Factor Authentication.**

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

### **1.13 Qualified Personnel.**

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

### **1.14 Workstation/Laptop encryption.**

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

### **1.15 Server Security.**

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

### **1.16 Removable media devices.**

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

**1.17 Antivirus software.**

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

**1.18 Patch Management.**

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

**1.19 System Timeout.**

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

**1.20 Warning Banners.**

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

**1.21 Transmission encryption.**

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

**1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

**1.23 Intrusion Detection.**

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

**1.24 Security of PHI.**

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

**1.25 Data Security and City Data**

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

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

#### **1.26 Data Privacy and Information Security Program.**

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

#### **1.27 Disaster Recovery.**

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

#### **1.28 Supervision of Data.**

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

#### **1.29 As Is Access.**

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

#### **1.30 No Technical or Administrative Support.**

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

#### **1.31 City Audit of Agency and Agency Data Users.**

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

#### **1.32 Minimum Necessary.**

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

**1.33 No Re-Disclosure or Reporting.**

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

**1.34 Health Information Exchange.**

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

**1.35 Subcontracting.**

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

**Article 2 Indemnity**

**2.1 Medical Malpractice Indemnification.**

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

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

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

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

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

### **Article 3 Proprietary Rights and Data Breach**

#### **3.1 Ownership of City Data.**

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

#### **3.2 Data Breach; Loss of City Data.**

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

Agency shall take:

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

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

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

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

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

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

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

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

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

### **3.3 Media Communications**

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

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

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

**A. SFDPH Care Link Requirements:**

**1. Connectivity.**

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website [galaxy.epic.com](http://galaxy.epic.com). Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

**2. Compliance with Epic Terms and Conditions.**

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

**3. Epic-Provided Terms and Conditions**

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

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

**A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

**1. Connectivity.**

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

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

**2. Application For Access and Compliance with Epic Terms and Conditions.**

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

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

**A. SFDPH myAvatar via WebConnect and VDI:**

**1. Connectivity.**

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

**2. Information Technology (IT) Support.**

- a) Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

**3. Access Control.**

- a) Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>

- b) Each user is unique and agrees not to share accounts or passwords.
- c) Applicants must complete the myAvatar Account Request Form found at [https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)

- d) Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

- e) Applicants must complete myAvatar Training.

- f) Level of access is based on "Need to Know", job duties and responsibilities.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2022

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

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

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

## COVERAGES

CERTIFICATE NUMBER: 534000804

## REVISION NUMBER:

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

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

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

As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability Additional Insured including Waiver of Subrogation PI-GLD-HS 10-11. Special Event Endorsement PI-SE-001 07-18.

The City and County of San Francisco, its officers, agents, employees and San Francisco Human Rights Commission. The General Liability is primary insurance to any other insurance available to the Additional Insured's, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought per the attached endorsements Additional insured CG2026 04-13, Primary and Non-Contributory PI-GL-005 07-12: Auto Liability Additional Insured CA2048 0299; Waiver of Subrogation Workers' Compensation per attached endorsement 10217 04-18.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
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 – COVERAGE, 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

I. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

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

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

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

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

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

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

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

- a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

- b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### **N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

#### **P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### **Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

#### **R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:

- (1) Any insured; or

- (2) Any executive officer, director, stockholder, partner or member of the insured;

- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SPECIAL EVENTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A.** This insurance applies to "bodily injury", "property damage", and "personal and advertising injury" arising out of all of your special events with the following exceptions unless scheduled in paragraph **C. SCHEDULE OF SPECIAL EVENTS** below:

- Parades sponsored by the Insured
- Shooting activities
- Fireworks
- Carnivals and fairs with mechanical rides sponsored by the Insured
- Hip-Hop or Rap concerts
- Events including contact sports
- Rodeos sponsored by the Insured
- Political Rallies
- Any event with greater than 2,500 people at any one time (including otherwise acceptable events)
- Any event with liquor provided by the Insured if a license is required for such activity.

**B. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) related to your special events, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

**C. SCHEDULE OF SPECIAL EVENTS:**

Event(s)	Date(s)

This endorsement is not intended to replace, supersede or provide additional coverage or limits for a special event(s) if there is a separate policy in place providing coverage for the same special event(s).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01/22/2022	Countersigned By: 
Named Insured: Homeless Children's Network	(Authorized Representative)

### **SCHEDULE**

**Name of Person(s) or Organization(s):** City and County of San Francisco  
Department of Public Health

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION



HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

1502573-22  
RENEWAL  
NA  
5-21-93-13  
PAGE 1

EFFECTIVE JANUARY 22, 2022 AT 12.01 A.M.  
AND EXPIRING JANUARY 22, 2023 AT 12.01 A.M.

HOMELESS CHILDREN'S NETWORK

3450 3RD ST STE 1C  
SAN FRANCISCO, CA 94124

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

THE CITY AND COUNTY OF SAN FRANCISCO

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

HOMELESS CHILDREN'S NETWORK

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND  
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY  
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 22, 2022

2570

Kent R. Vaile  
AUTHORIZED REPRESENTATIVE

Vernon Steiner  
PRESIDENT AND CEO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****SCHEDULE**

**Effective Date:** 01/22/2022

**Name of Person or Organization (Additional Insured):**

City and County of San Francisco Department of Public Health  
1380 Howard St  
San Francisco, CA 94103

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

City and County of San Francisco

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102  
 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

220332

File #:

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING <i>(for amendment only)</i>
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

#### 2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

#### 3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Kelly Hiramoto	415-255-3492
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH	kelly.hiramoto@sfph.org

5. CONTRACTOR		
NAME OF CONTRACTOR	TELEPHONE NUMBER	
Homeless Children's Network	415-847-1078	
STREET ADDRESS (including City, State and Zip Code)	EMAIL	
3450 Third Street, Unit 1-C, San Francisco, CA 94103	hilary@hcnkids.org	

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable)
		220332
DESCRIPTION OF AMOUNT OF CONTRACT		
Not to exceed \$19,976,478		
NATURE OF THE CONTRACT (Please describe)		
Behavioral health services for Black/African American individuals, children and families living in emergency, domestic violence and transitional shelters as well as those referred by homeless agencies.		

7. COMMENTS	

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Silas	April	Other Principal officer
2	Herrera	Francisco	Board of Directors
3	McClanahan	Greg	Board of Directors
4	Bellany	Brittany	Board of Directors
5	Pedroncelli	Larisa	Board of Directors
6	Austin	LaQuisha Rene	Board of Directors
7	Evans	Michael	Board of Directors
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
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48			
49			
50			
<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	



## San Francisco Department of Public Health

Grant Colfax, MD  
Director of Health

City and County of San Francisco  
**London N. Breed, Mayor**

April 1, 2022

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Homeless Children's Network in the amount of \$19,976,478.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed resolution
- Proposed Amendment 3
- Original Agreement, Amendment 1 and Amendment 2
- Form SFEC-126

For questions on this matter, please contact me at (415) 255-3492, [kelly.hiramoto@sfdph.org](mailto:kelly.hiramoto@sfdph.org).

Thank you for your time and consideration.

Sincerely,

DocuSigned by:



E4918F30E78146B...

Kelly Hiramoto

Acting Supervisor

Office of Contracts Management and Compliance  
DPH Business Office

cc: Dr. Grant Colfax, Director of Health  
Greg Wagner, Chief Operating Officer  
Michelle Ruggels, Director, DPH Business Office

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**The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.**

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

[kellyhiramoto@sfdph.org](mailto:kellyhiramoto@sfdph.org) – office 415-255-3492 – fax 415 252-3088

1380 Howard Street, Room 419B, San Francisco, CA 94103

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