

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

SEVENTH AMENDMENT

THIS AMENDMENT (this “Amendment”) is made as of **July 14, 2021**, in San Francisco, California, by and between **Public Health Foundation Enterprises, Inc. dba Heluna Health** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 2000-03/04 on July 14, 2014;

WHEREAS, the City’s Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution **XXX-XX** on **X**;

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

1. Definitions. The following definitions shall apply to this Amendment:

1.a. Agreement. The term “Agreement” shall mean the Agreement dated **August 1, 2014** between Contractor and City, as amended by the **First Amendment**, dated **March 1, 2015**; **Second Amendment**, dated **July 1, 2016**; **Third Amendment**, dated **July 1, 2018**; **Fourth Amendment**, dated **July 1, 2019**; **Fifth Amendment**, dated **October 31, 2019**; **Sixth Amendment**, dated **June 1, 2021**.

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

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2.a. Section 2. Section **2 Term** of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from **August 1, 2014** to **October 31, 2021**.

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

Option 1:	07/01/2015 - 06/30/2016	Exercised
Option 2:	07/01/2016 - 06/30/2017	Exercised
Option 3:	07/01/2017 - 06/30/2018	Exercised
Option 4:	07/01/2018 - 06/30/2019	Exercised
Option 5:	07/01/2019 - 10/31/2019	Exercised
Option 6:	11/01/2019 - 06/30/2020	Exercised
Option 7:	07/01/2020 - 06/30/2021	Exercised
Option 8:	07/01/2021 -10/31/2021	Exercised
Option 9:	10/31/2021 - 6/30/2022	
Option 10:	07/01/2022 - 06/30/2023	
Option 11:	07/01/2023 - 06/30/2024	

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

Subject to Section 1, the term of this Agreement shall be from **August 1, 2014 to June 30, 2023.**

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

Option 1:	07/01/2015 - 06/30/2016	Exercised
Option 2:	07/01/2016 - 06/30/2017	Exercised
Option 3:	07/01/2017 - 06/30/2018	Exercised
Option 4:	07/01/2018 - 06/30/2019	Exercised
Option 5:	07/01/2019 - 10/31/2019	Exercised
Option 6:	11/01/2019 - 06/30/2020	Exercised
Option 7:	07/01/2020 - 06/30/2021	Exercised
Option 8:	07/01/2021 -10/31/2021	Exercised
Option 9:	10/31/2021 - 6/30/2022	Exercised
Option 10:	07/01/2022 - 06/30/2023	Exercised
Option 11:	07/01/2023 - 06/30/2024	

2.b. Section 5. Section 5 Compensation of the Agreement currently reads as follows:

Compensation shall be made for Services identified in the invoice that the **Director of the Department of Homelessness and Supportive Housing**, 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 **Thirty Nine Million One Hundred Thirty Three Thousand Nine Hundred Forty Two Dollars (\$39,133,942)**. The breakdown of charges

associated with this Agreement appears in Appendices B, Budget, 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.

Contractor understands that, of the maximum dollars obligation listed in **Section 5. Compensation, Five Hundred Thousand Dollars (\$500,000)** is included as a contingency amount and is neither to be used in Budgets attached to this Agreement or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing (HSH). Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or revision has been fully approved and executed in accordance with applicable City and Agency laws regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

Compensation shall be made for Services identified in the invoice that the **Director of the Department of Homelessness and Supportive Housing**, 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 **Fifty Three Million Two Hundred Ninety Nine Thousand Two Hundred Nineteen Dollars (\$53,299,219)**. The breakdown of charges associated with this Agreement appears in Appendices B, Budget, 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.

Contractor understands that, of the maximum dollars obligation listed in **Section 5. Compensation, One Million Six Hundred Forty Eight Thousand Eight Hundred Thirty Two Dollars (\$1,648,832)** is included as a contingency amount and is neither to be used in Budgets attached to this Agreement or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing (HSH). Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or revision has been fully approved and executed in accordance with applicable City and Agency laws regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

- 2.c. Appendix A-5, Services to be Provided** of the Agreement is hereby replaced in its entirety by the modified **Appendix A-5, Services to be Provided**, dated July 14, 2021.
- 2.d. Appendix B-4, Budget** of the Agreement is hereby replaced in its entirety by the modified **Appendix B-4, Budget**, dated July 14, 2021.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and the date of this Amendment.
4. **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, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

**HELUNA HEALTH (FORMERLY
PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC.)**

Shireen McSpadden
Executive Director
Department of Homelessness and Supportive
Housing

Peter D. Dale
City Supplier Number: 0000012745
DUNS Number: 082199324

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Virginia Dario Elizondo
Deputy City Attorney

Approved:

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