

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

Third Amendment

THIS AMENDMENT (this “Amendment”) is made as of **July 1, 2018**, 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, the Board of Supervisors has established a new City department that will serve as the City’s lead agency with respect to the provision and coordination of homeless services, and that such department has assumed management of this Agreement; and

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through an RFP on March 31, 2014 and this modification is consistent therewith; and

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

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

**Article 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, First Amendment dated March 1, 2015, and Second Amendment dated July 1, 2016.
- 1.b. City.** The term "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 Homelessness and Supportive Housing” or “HSH.”

1.c. 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.a. Section 2 Term of the Agreement, of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from **August 1, 2014 to June 30, 2018.**

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	
Option 5:	07/01/2019 - 06/30/2020	
Option 6:	07/01/2020 - 06/30/2021	
Option 7:	07/01/2021 - 06/30/2022	
Option 8:	07/01/2022 - 06/30/2023	
Option 9:	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, 2019.**

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 - 06/30/2020	
Option 6:	07/01/2020 - 06/30/2021	
Option 7:	07/01/2021 - 06/30/2022	
Option 8:	07/01/2022 - 06/30/2023	
Option 9:	07/01/2023 - 06/30/2024	

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

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Public Health Department**, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty-Three Million Seven Hundred Sixty-Six Thousand Fifty-Six DOLLARS (\$23,766,056)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No 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 **Department of Public Health** 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. 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:

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 **Twenty-Three Million Seven Hundred Sixty-Six Thousand Fifty-Six DOLLARS (\$23,766,056)**. 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.

2.c. Section 25 Notice to the Parties of the Agreement is hereby replaced to read as follows:

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, email or by fax, and shall be addressed as follows:

To City: Department of Homelessness and Supportive Housing
Contracts Division
P.O. Box 427400
San Francisco, CA 94142-7400
Facsimile No. 415.355.5288

To Contractor: Heluna Health
12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746
pdale@phfe.org

- 2.d. **Appendix A, Services to be Provided by Contractor** and **Appendix A-1**, of the Agreement, which describe services provided from August 1, 2014 to June 30, 2018, are hereby re-attached in their current form to this Agreement, and supplemented by **Appendix A-2, Services to be Provided**, which describes the services to be provided from July 1, 2018 to June 30, 2019.
- 2.e. **Appendix B, Calculation of Charges, Appendix B-1b** and **Appendix B-1c**, which describe the budget from August 1, 2014 to June 30, 2018, are hereby re-attached in their current form to this Agreement, and supplemented by **Appendix B-2, Budget**, which describes the budget from July 1, 2018 to June 30, 2019.
- 2.f. **Appendix C, Method of Payment** is hereby added as an Appendix to the Agreement, attached herewith.
- 2.g. **Appendix D, Additional Terms** and **Appendix E, San Francisco Department of Public Health - Business Associate Agreement**, of the Agreement are hereby replaced in their entirety with the modified **Appendix D, Additional Terms**, attached herewith.
- 2.h. **Appendix F, Appendix F-1a, Appendix F-1b, and Appendix F-1c, Department of Public Health Contractor – Cost Reimbursement Invoice**, of the Agreement, are hereby deleted.
- 2.i. **Appendix G, Dispute Resolution Procedure**, of the Agreement is hereby replaced in its entirety by **Appendix E, Dispute Resolution Procedure**, attached herewith.

Article 3 EFFECTIVE DATE

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

Article 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

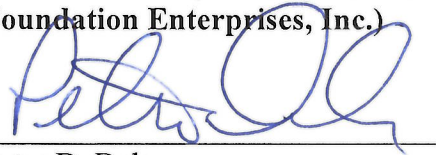
CONTRACTOR

Recommended by:

Heluna Health (formerly Public Health Foundation Enterprises, Inc.)



Jeff Kositsky
Director
Department of Homelessness and Supportive Housing

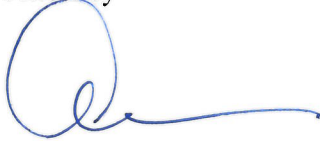


Peter D. Dale
Director, Contract and Grant Management
12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746
Phone: 562.222.7886
Email: pdale@helunahealth.org

Supplier ID: 0000012745

Approved as to Form:

Dennis J. Herrera
City Attorney



By: _____
Anne Pearson
Deputy City Attorney

Approved:



Jaci Fong
Director of the Office of Contract Administration, and Purchaser

Received By:
OCT 30 '18 PM 1:59
Purchasing Department

Appendix A-2: Services to be Provided
by
Heluna Health
San Francisco Homeless Outreach Team (SFHOT)
July 1, 2018 to June 30, 2019

I. Purpose of Contract

The purpose of the contract is to provide Fiscal and Human Resource Management services in support of the San Francisco Homeless Outreach Team (SFHOT). SFHOT provides outreach, medical services and care management to the most vulnerable and at-risk homeless individuals. The team also assesses medical and behavioral crises and refers clients to emergency care as appropriate. The goals of these services are to transition clients into stable living environments with access to services that promote greater health and housing retention.

II. Target Population

Contractor shall support homeless individuals living on the street who suffer from severe mental and/or physical disabilities.

III. Description of Services – SFHOT Program

Contractor shall provide the following services during the term of this contract:

A. Stabilization Case Management

Contractor shall provide short-term stabilization care management for approximately 500 high-risk homeless clients. “High risk” clients are those who have been homeless for more than three years, experience complex medical, psychiatric, and substance abuse tri-morbidity, use a high number of urgent/emergent care services and are unable to navigate the health and human services system on their own.

Contractor shall accept referrals from SFHOT Street Outreach and high-user treatment programs with the goal of transitioning clients from homelessness to permanent housing within six to twelve months. In the process, Contractor shall work with clients to remove personal barriers to housing stability and link them to benefits and services. Contractor shall also coordinate care for high-risk or high-cost clients who are San Francisco Health Network members, but have been unable to engage into the system.

B. Street Outreach Team

Contractor’s Engagement Specialist Team (EST) shall provide outreach, engagement and warm-handoffs from the street to (or between) urgent/ emergent institutions. Contractor EST shall respond to requests for street outreach/intervention and therapeutic transports from 311, care coordinators, first responders and urgent/emergent facilities. Contractor shall also provide targeted search for high-risk homeless individuals and once they are found, performs wellness checks and attempts to engage them in services identified by community care plans.

C. Medical Team

Contractor’s medical team shall provide transitional primary health care to address barriers to primary care in the appropriate setting for each patient. Such barriers may

include medical, mental health and substance use disorders, lack of benefits and inadequate food, shelter, or clothing. Barriers may also system-related issues that prevent clients from qualifying for or accessing services and discrimination against homeless individuals.

D. San Francisco Public Library Team

Based at the Civic Center Main Branch, Contractor's San Francisco Public Library Team shall conduct outreach and offers referrals to homeless, marginally-housed and/or mentally-ill patrons of the library. Contractor shall also facilitate education sessions in group or individual settings to help library staff better understand and serve behaviorally-vulnerable patrons while decreasing the number and severity of incidents that require intervention from library security officials. In addition, Contractor shall select and train a group of SFHOT Case Management clients as Health and Safety Associates (HaSAs), who use their life experiences to engage with other homeless patrons and work to persuade them to accept services. The team is supervised by a licensed clinician.

E. Homeless HIV Outreach and Mobile Engagement

Homeless HIV Outreach and Mobile Engagement (HHOME), a partnership with Contractor, Asian & Pacific Islander Wellness Center, and the Department of Public Health (DPH), works collaboratively as part of a mobile, multidisciplinary team intervention designed to engage and retain in care the most severely impacted and hardest-to-serve persons experiencing homelessness and living with HIV. HHOME works toward engaging, stabilizing, and housing the chronically homeless individuals living with HIV.

IV. Description of Services – Fiscal Intermediary

Contractor shall provide fiscal intermediary administrative services to support the SFHOT program, including fiscal management and human resource management.

A. Fiscal Management

Contractor shall utilize established fiscal management policies and procedures and employee training materials that assure the ability to meet all fiscal management responsibilities of this project. Such policies shall address the following internal controls:

- Safeguarding assets;
- Transaction authorizations;
- Timely reconciliation of accounting records;
- Financial reporting;
- Accounts payable;
- Accounts receivable;
- Petty cash; and
- Payroll.

1. Team

Contractor's fiscal management team shall be supported by a Contracts and Grants Manager, a Project Accountant Supervisor and a Project Accountant.

- a. The Contracts and Grants Manager, in collaboration with the HSH Outreach Services Manager, shall lead the team and oversee all fiscal management activities. The Contracts and Grants Manager shall also issue and monitor all subcontracts, leases and consultant agreements.
- b. The Project Accountant Supervisor shall work closely with the Project Accountant and other staff as appropriate and shall be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget. The Project Accountant Supervisor shall also generate monthly invoices and provide oversight and assurance that all expenses are charged and invoiced appropriately.
- c. The Project Accountant shall provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition, the Project Accountant shall be responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

2. Vendor Reimbursement:

Contractor shall work within HSH approved budgets to reimburse program expenses directly to vendors and partners or directly to employees that have made authorized program purchases. Such responsibilities shall include, but are not limited to the following requirements:

- a. Contractor shall pay invoices on a predetermined schedule and/or within 30 days from the date of submission by HSH or vendor or subcontractor.
- b. Contractor shall ensure the accuracy and authenticity of invoice processed.
- c. Contractor shall timely process accounts payable paperwork,
- d. Contractor shall maintain supporting documentation.

3. Vehicles

Contractor shall purchase and replace vehicles as needed for SFHOT to use in outreach activities. Authorized SFHOT staff members shall utilize the vans for program purposes only, including but not limited to therapeutic transport and travel to client meetings and appointments. Vans shall be registered to Contractor, and be serviced by a SFHOT-recommended maintenance provider. Vehicles shall be stored in the Mission Bartlett Garage, located at 3255 21st Street, San Francisco, CA, or when not in use, in the Civic Center Parking Lot, located at 355 McAllister Street, San Francisco, CA. Vehicle purchases and related services and expenses shall be approved by HSH Outreach Services Manager. Contractor shall keep vehicle documentation on file at its business headquarters and make these documents available upon request.

4. Subcontracts

This contract shall include the use of Subcontractors/Consultants:

- a. Subcontract Agreements shall be in place, by and between the Contractor and the Subcontractor.
- b. Contractor shall provide HSH with a copy of subcontract agreement(s).
- c. Acceptance of the subcontract agreement indicates approval by HSH.

B. Human Resource Management

1. Team

Contractor's Human Resources management team shall be supported by a Contracts and Grants Manager, a Human Resources Generalist and a Human Resource Generalist Assistant. The Human Resources Generalist shall:

- a. Work closely with SFHOT supervisors and staff to oversee staff hired and assigned to the program;
- b. Provide hands on, comprehensive training to all employee supervisors on human resources policies and procedures so they may effectively supervise contracted employees;
- c. Provide full training to SFHOT employees and supervisors on Contractor's time collection system;
- d. Work closely with the Contract Manager and Budget Analyst to assure that payroll costs are correctly allocated and align with the approved position/line item budget as outlined in this contract; and
- e. Maintain confidentiality among SFHOT employees related to salary rates, reimbursements, and the SFHOT budget.

Contractor shall track, monitor and record employee training activity.

2. Recruitment, Compensation, Administration

Contractor shall utilize current human resources policies and procedures, including those described in the Employee Handbook. The Employee Handbook provides the Human Resources Generalist with a systematic process to address issues of discipline, investigations, hiring and terminations consistently and in compliance with federal and state labor laws. Contractor shall periodically review existing policies and procedures and Employee Handbook and update as necessary to reflect any changes in laws and regulations.

Contractor's Human Resources Management team shall manage the complete hiring process from recruitment, employee selection and background/reference checks to new hire orientation. This team shall also manage employee relations, employee benefits, leaves of absence, workforce development, employee performance/reviews, personnel records, complaints, and any disciplinary action.

Contractor shall meet Salary & Benefit budgeted obligations during the contract period. This shall include accurate and on-time payment of salaries, overtime, accrued benefits, and taxes and optimal record keeping.

3. Record-Keeping and Personnel Files

Contractor shall keep personnel files complete, up-to-date, and in terminology consistent with best practices for human resources. Personnel files shall include:

- a. Signed job descriptions;
- b. Qualifications statement (resume);
- c. Reference verification;
- d. Benefits orientation;
- e. Program orientation;
- f. Proof of annual certification/training in HIPAA Privacy
- g. Signed "User Confidentiality, Security and Electronic Signature Agreement" form;
- h. Signed code of conduct forms;
- i. Skill development/training plans;
- j. On-time performance evaluations; and
- k. Remedial skill development plans as needed.

V. Location and Time of Services

Contractor shall provide services to clients in the field and fiscal intermediary services at its offices located in Oakland and City of Industry, CA.

VI. Service Requirements

Grantee shall meet the following service requirements:

- A. Grantee shall provide fiscal intermediary services for SFHOT program.
- B. Grantee shall maintain documentation of services at its offices and provide such documentation upon request.
- C. Grantee shall attend meetings as requested by HSH.
- D. Contractor shall develop a program specific quality assurance plan agreed upon by both HSH and Contractor.

VII. Other Service Requirements

Contractor shall continue to meet the following service requirements listed in Appendix A – Services to be Provided by Contractor of the Second Contract Amendment. These service requirements shall remain in effect throughout the contract term, except where such requirements conflict with the revised terms of this Third Contract Amendment.

A. 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.

B. 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.

C. 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 herein, 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 HIV status.

D. 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 Program Manager.

E. 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 HSH or his/her designated agent. Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

F. Infection Control, Health and Safety

1. Contractor shall 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 shall 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.

G. Aerosol Transmissible Disease Program, Health and Safety

1. Contractor shall 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.

H. 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, 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.

I. Patients' Rights

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

J. Under-Utilization Reports

For any quarter that maintains less than ninety percent of the total agreed upon units of service for any mode of service hereunder, Contractor shall immediately notify HSH in writing and shall specify the number of underutilized units of service.

K. Compliance With Grant Award Notices

Contractor recognizes that funding for this Agreement is provided to the City through federal, state or private foundation awards. 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.

VIII. Reporting Requirements

Contractor shall submit written reports in a timely manner to HSH and other parties as required. The format of report content shall be determined by HSH.

- A. Contractor shall provide Ad Hoc reports as required by the HSH.
- B. When required by HSH, Contractor shall input data into systems, such as Online Navigation and Entry (ONE) system and/or CARBON.
- C. Contractor shall participate, as required by Department, with City, State and/or Federal government 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 HSH. HSH agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

- D. Any information shared between Contractor, HSH and other providers about clients shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.

IX. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Document Date: 10/11/2018

Contract Term End Date: 6/30/2018
 Current Term Amended Term: 6/30/2019

BUDGET SUMMARY

Contractor: Heluna Health
 Program: SFHOT (Fiscal Intermediary Services)
 HSH Contract #: HSH17-18-083
 (Check One) New ___ Amendment ___X___ Modification ___ Revision ___
 If Amendment, the Effective Date: 07.01.2018 No. of Amendment: 3

14	Program Annual Term	Year 5			All Years		
		7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	8/1/2014 - 6/30/2018	8/1/2014 - 6/30/2019	8/1/2014 - 6/30/2019
		Current	Amendment	Revised	Current Total	Amendment	Revised Total
SFHOT GF Expenditures							
18	Salaries & Benefits	\$ 3,817,794	\$ 95,445	\$ 3,913,238	\$ 18,328,155	\$ 95,445	\$ 18,423,599
19	Operating Expense	\$ 540,797	\$ -	\$ 540,797	\$ 1,158,456	\$ -	\$ 1,158,456
20	Subtotal	\$ 4,358,591	\$ 95,445	\$ 4,454,036	\$ 19,486,611	\$ 95,445	\$ 19,582,055
21	Indirect Percentage (%)	13%	13.00%	13.00%			
22	Indirect Cost (Line 21 X Line 22)	\$ 566,615	\$ 12,408	\$ 579,023	\$ 1,046,488	\$ 12,408	\$ 1,058,896
23	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Capital Expenditure - insert associated years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Total SFHOT GF Expenditures	\$ 4,925,196	\$ 107,852	\$ 5,033,048	\$ 20,533,099	\$ 107,852	\$ 20,640,951
SFHOT Library WO Expenditures							
28	Salaries & Benefits	\$ 152,194	\$ 3,805	\$ 155,998	\$ 687,110	\$ 3,805	\$ 690,915
29	Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Subtotal	\$ 152,194	\$ 3,805	\$ 155,998	\$ 687,110	\$ 3,805	\$ 690,915
31	Indirect Percentage (%)	13.00%	13.00%	13.00%			
32	Indirect Cost (Line 30 X Line 31)	\$ 19,785	\$ 495	\$ 20,280	\$ 29,888	\$ 495	\$ 30,383
33	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ 2,488	\$ -	\$ 2,488
34	Capital Expenditure - insert associated years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Total SFHOT Library WO Expenditures	\$ 171,979	\$ 4,299	\$ 176,278	\$ 719,487	\$ 4,299	\$ 723,787
SFHOT PATH Expenditures							
38	Salaries & Benefits	\$ 529,060	\$ 13,226	\$ 542,286	\$ 2,363,389	\$ 13,226	\$ 2,376,615
39	Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40	Subtotal	\$ 529,060	\$ 13,226	\$ 542,286	\$ 2,363,389	\$ 13,226	\$ 2,376,615
41	Indirect Percentage (%)	13%	11.58%	11.58%			
42	Indirect Cost (Line 40 X Line 41)	\$ 61,244	\$ 1,531	\$ 62,775	\$ 61,244	\$ 1,531	\$ 62,775
43	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44	Capital Expenditure - insert associated years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45	Total SFHOT PATH Expenditures	\$ 590,304	\$ 14,757	\$ 605,061	\$ 2,424,633	\$ 14,757	\$ 2,439,390
SFHOT Whole Person Care Expenditures							
48	Salaries & Benefits	\$ 470,128	\$ 11,753	\$ 481,881	\$ 470,128	\$ 11,753	\$ 481,881
49	Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50	Subtotal	\$ 470,128	\$ 11,753	\$ 481,881	\$ 470,128	\$ 11,753	\$ 481,881
51	Indirect Percentage (%)	13%	13.00%	13.00%			
52	Indirect Cost (Line 40 X Line 41)	\$ 61,117	\$ 1,528	\$ 62,645	\$ 61,117	\$ 1,528	\$ 62,645
53	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Capital Expenditure - insert associated years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	Total SFHOT Whole Person Care Expenditures	\$ 531,245	\$ 13,281	\$ 544,526	\$ 531,245	\$ 13,281	\$ 544,526
SFHOT BART MTA Expenditures							
58	Salaries & Benefits	\$ 401,781	\$ 10,045	\$ 411,825	\$ 803,562	\$ 10,045	\$ 813,606
59	Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60	Subtotal	\$ 401,781	\$ 10,045	\$ 411,825	\$ 803,562	\$ 10,045	\$ 813,606
61	Indirect Percentage (%)	13%	13.00%	13.00%			
62	Indirect Cost (Line 40 X Line 41)	\$ 52,232	\$ 1,306	\$ 53,537	\$ 52,232	\$ 1,306	\$ 53,537
63	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	Capital Expenditure - insert associated years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65	Total SFHOT BART MTA Expenditures	\$ 454,012	\$ 11,350	\$ 465,363	\$ 855,793	\$ 11,350	\$ 867,143
SFHOT Rec Park Expenditures (6 mos. Budget)							
68	Salaries & Benefits	\$ 255,110	\$ 6,378	\$ 261,488	\$ 510,220	\$ 6,378	\$ 516,598
69	Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70	Subtotal	\$ 255,110	\$ 6,378	\$ 261,488	\$ 510,220	\$ 6,378	\$ 516,598
71	Indirect Percentage (%)	13%	13.00%	13.00%			
72	Indirect Cost (Line 40 X Line 41)	\$ 33,164	\$ 829	\$ 33,993	\$ 33,164	\$ 829	\$ 33,993
73	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74	Capital Expenditure - insert associated years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
75	SFHOT Rec Park Expenditures (6 mos. Budget)	\$ 288,275	\$ 7,207	\$ 295,481	\$ 543,385	\$ 7,207	\$ 550,592
SFHOT DPH HHome Expenditures							
78	Salaries & Benefits	\$ 73,335	\$ 1,833	\$ 75,169	\$ 146,671	\$ 1,833	\$ 148,504
79	Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
80	Subtotal	\$ 73,335	\$ 1,833	\$ 75,169	\$ 146,671	\$ 1,833	\$ 148,504
81	Indirect Percentage (%)	13%	13.00%	13.00%			
82	Indirect Cost (Line 40 X Line 41)	\$ 9,534	\$ 238	\$ 9,772	\$ 9,534	\$ 238	\$ 9,772
83	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84	Capital Expenditure - insert associated years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85	Total SFHOT DPH HHome Expenditures	\$ 82,869	\$ 2,072	\$ 84,941	\$ 82,869	\$ 2,072	\$ 84,941
Total Expenditures							
88	Salaries & Benefits	\$ 5,899,391	\$ 142,485	\$ 6,041,876	\$ 22,579,008	\$ 142,485	\$ 22,721,493
89	Operating Expense	\$ 540,797	\$ -	\$ 540,797	\$ 1,158,456	\$ -	\$ 1,158,456
90	Subtotal	\$ 6,240,188	\$ 142,485	\$ 6,382,673	\$ 23,737,464	\$ 142,485	\$ 23,879,948
91	Indirect Percentage (%)	13.00%	13.00%	13.00%			
92	Indirect Cost (Line 21 X Line 22)	\$ 803,691	\$ 18,335	\$ 822,026	\$ 1,293,667	\$ 18,335	\$ 1,312,001
93	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ 2,488	\$ -	\$ 2,488
94	Capital Expenditure - insert associated years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	Total Combined Expenditures	\$ 7,043,879	\$ 160,819	\$ 7,204,698	\$ 23,605,237	\$ 160,819	\$ 23,766,056
Other Revenues							
100					\$ -	\$ -	\$ -
101					\$ -	\$ -	\$ -
102					\$ -	\$ -	\$ -
103	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
104	Full Time Equivalent (FTE)			76.31			76.31

	A	B	C	D	E	R	S	T	AJ	AK	AL	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B-2)										Page 2 of 9	
2												
3	Document Date: 10/11/2018											
4												
5	SALARY & BENEFIT DETAIL											
6	Contractor: Heluna Health											
7	Program: SFHOT (Fiscal Intermediary Services)											
8	HSH Contract #: HSH17-18-083					AMENDMENT YEAR			All Years			
9						7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	8/1/2014 - 6/30/2018	8/1/2014 - 6/30/2019	8/1/2014 - 6/30/2019	
10	Agency Totals		For HSH Program		Current	AMENDMENT	Revised	Current Total	Amendment	Revised Total		
11	POSITION TITLE	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Current Budgeted Salary	CODB	New Budgeted Salary	Current Budgeted Salary	Change	New Budgeted Salary	
12	Administrative Support	\$45,135.00	100%	100.0%	1.00	\$ 45,135	\$ 1,128	\$ 46,263	\$ 225,675	\$ 1,128	\$ 226,803	
13	Case Manager LV 1	\$48,244.00	100%	100.0%	5.00	\$ 241,220	\$ 6,031	\$ 247,251	\$ 1,206,100	\$ 6,031	\$ 1,212,131	
14	Case Manager LV 2	\$54,122.00	100%	100.0%	7.00	\$ 378,854	\$ 9,471	\$ 388,325	\$ 1,894,270	\$ 9,471	\$ 1,903,741	
15	Case Manager LV 3	\$ 60,000.00	100%	100.0%	3.00	\$ 180,000	\$ 4,500	\$ 184,500	\$ 900,000	\$ 4,500	\$ 904,500	
16	Clinical Supervisor	\$77,746.00	100%	100.0%	1.50	\$ 116,619	\$ 2,915	\$ 119,534	\$ 583,095	\$ 2,915	\$ 586,010	
17	Community Response Coordinator	\$57,784.00	100%	100.0%	1.00	\$ 57,784	\$ 1,445	\$ 59,229	\$ 288,920	\$ 1,445	\$ 290,365	
18	Data Coordinator	\$71,443.00	100%	100.0%	1.00	\$ 71,443	\$ 1,786	\$ 73,229	\$ 357,215	\$ 1,786	\$ 359,001	
19	Dispatch Shift Lead	\$64,480.00	100%	100.0%	1.00	\$ 64,480	\$ 1,612	\$ 66,092	\$ 322,400	\$ 1,612	\$ 324,012	
20	Operations Coordinator	\$58,222.00	100%	100.0%	1.00	\$ 58,222	\$ 1,456	\$ 59,678	\$ 291,110	\$ 1,456	\$ 292,566	
21	Operational Supervisor	\$77,746.00	100%	100.0%	1.50	\$ 116,619	\$ 2,915	\$ 119,534	\$ 583,095	\$ 2,915	\$ 586,010	
22	Outreach Specialist (EMS)	\$57,784.00	100%	100.0%	2.00	\$ 115,568	\$ 2,889	\$ 118,457	\$ 577,840	\$ 2,889	\$ 580,729	
23	Outreach Specialist LV 1	\$48,244.00	100%	100.0%	8.75	\$ 422,135	\$ 10,553	\$ 432,688	\$ 2,110,675	\$ 10,553	\$ 2,278,021	
24	Outreach Specialist LV 2	\$54,122.00	100%	100.0%	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,122	
25	Outreach Specialist LV 3	\$60,000.00	100%	100.0%	5.26	\$ 315,498	\$ 7,887	\$ 323,385	\$ 1,577,489	\$ 7,887	\$ 1,585,377	
26	Outreach Supervisor	\$77,746.00	100%	100.0%	0.60	\$ 46,648	\$ 1,166	\$ 47,814	\$ 233,238	\$ 1,166	\$ 234,404	
27	Program Supervisor	\$77,746.00	100%	100.0%	1.00	\$ 77,746	\$ 1,944	\$ 79,690	\$ 388,730	\$ 1,944	\$ 390,674	
28	Shift Leader	\$64,480.00	100%	100.0%	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
29	Specialist Outreach Shift Leaders	\$64,480.00	100%	100.0%	7.00	\$ 451,360	\$ 11,284	\$ 462,644	\$ 2,256,800	\$ 11,284	\$ 2,268,084	
30	TSS Coordinator	\$58,222.00	100%	100.0%	1.00	\$ 58,222	\$ 1,456	\$ 59,678	\$ 291,110	\$ 1,456	\$ 292,566	
31					0.00	\$ -		\$ -	\$ -	\$ -	\$ -	
32					0.00	\$ -		\$ -	\$ -	\$ -	\$ -	
33					0.00	\$ -		\$ -	\$ -	\$ -	\$ -	
34					0.00	\$ -		\$ -	\$ -	\$ -	\$ -	
35	TOTALS		18.00	18.00	47.61	\$ 2,817,552	\$ 70,439	\$ 2,887,991	\$ 14,087,762	\$ 70,439	\$ 14,369,116	
36												
37	FRINGE BENEFIT RATE	35.50%				35.50%			35.50%			
38	EMPLOYEE FRINGE BENEFITS					\$ 1,000,231	\$ 25,006	\$ 1,025,237	\$ 4,805,291	\$ 25,006	\$ 4,830,297	
39												
40												
41	TOTAL SALARIES & BENEFITS					\$ 3,817,784	\$ 95,445	\$ 3,913,228	\$ 18,328,155	\$ 95,445	\$ 18,423,599	
42	HSH #2										Template last modified: 6/14/2018	

	A	N	O	P	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B-2)						Page 3 of 9
2							
3	Document Date: 10/11/2018						
4							
5	OPERATING DETAIL						
6	Contractor: Heluna Health						
7	Program: SFHOT (Fiscal Intermediary Services)						
8	HSH Contract #: HSH17-18-083		AMENDMENT YEAR			All Years	
9							
10							
11	Operating Expenses						
12	Building Maintenance	\$ 1,000		\$ 1,000	\$ 1,000	\$ -	\$ 1,000
13	Cell Phones	\$ 66,380		\$ 66,380	\$ 66,380	\$ -	\$ 66,380
14	Staff Training	\$ 18,000		\$ 18,000	\$ 18,000	\$ -	\$ 18,000
15	Staff Travel-(Local & Out of Town)	\$ 10,500		\$ 10,500	\$ 10,500	\$ -	\$ 10,500
16	Program Supplies	\$ 56,695		\$ 56,695	\$ 56,695	\$ -	\$ 56,695
17	Computer Hardware/software	\$ 9,000		\$ 9,000	\$ 9,000	\$ -	\$ 9,000
18	Offsite Storage	\$ 3,000		\$ 3,000	\$ 3,000	\$ -	\$ 3,000
19	Client Related Expenses	\$ 66,000		\$ 66,000	\$ 66,000	\$ -	\$ 66,000
20	Participant Stipends	\$ 6,400		\$ 6,400	\$ 6,400	\$ -	\$ 6,400
21	Vehicle Parking	\$ 10,000		\$ 10,000	\$ 10,000	\$ -	\$ 10,000
22	Vehicle Expenses	\$ 136,000		\$ 136,000	\$ 136,000	\$ -	\$ 136,000
23	Vehicle Maintenance	\$ 10,000		\$ 10,000	\$ 10,000	\$ -	\$ 10,000
24	Vehicle Lease	\$ 6,000		\$ 6,000	\$ 6,000	\$ -	\$ 6,000
25		\$ -		\$ -	\$ -	\$ -	\$ -
26		\$ -		\$ -	\$ -	\$ -	\$ -
27		\$ -		\$ -	\$ -	\$ -	\$ -
28	Consultants / Subcontractors	\$ -		\$ -	\$ -	\$ -	\$ -
29	Professional Services to Rep Payee	\$ 75,000		\$ 75,000	\$ 75,000	\$ -	\$ 75,000
30	Professional Services - IT Services	\$ -		\$ -	\$ -	\$ -	\$ -
31	Professional Services & Registry	\$ 60,822		\$ 60,822	\$ 60,822	\$ -	\$ 60,822
32	PeopleReady	\$ 6,000		\$ 6,000	\$ 6,000	\$ -	\$ 6,000
33	Professional Service - Cleaning Service	\$ -		\$ -	\$ -	\$ -	\$ -
34	Other Professional Consultants	\$ -		\$ -	\$ -	\$ -	\$ -
35		\$ -		\$ -	\$ -	\$ -	\$ -
36		\$ -		\$ -	\$ -	\$ -	\$ -
37		\$ -		\$ -	\$ -	\$ -	\$ -
38							
39	TOTAL OPERATING EXPENSES	\$ 540,797	\$ -	\$ 540,797	\$ 540,797	\$ -	\$ 540,797
40							
41	Other Expenses (not subject to indirect cost %)						
42				\$ -	\$ -	\$ -	\$ -
43				\$ -	\$ -	\$ -	\$ -
44				\$ -	\$ -	\$ -	\$ -
45				\$ -	\$ -	\$ -	\$ -
46							
47	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48							
49	HSH #3						Template last modified: 6/14/2018

	A	B	C	D	E	R	S	T	AJ	AK	AL
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B-2)										Page 4 of 9
2											
3	Document Date: 10/11/2018										
4											
5	SALARY & BENEFIT DETAIL										
6	Contractor: Heluna Health										
7	Program: SFHOT (Fiscal Intermediary Services)										
8	HSH Contract #: HSH17-18-083					AMENDMENT YEAR			All Years		
9						7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	8/1/2014 - 6/30/2018	8/1/2014 - 6/30/2019	8/1/2014 - 6/30/2019
10	Agency Totals		For HSH Program		Current	Amendment	Revised	Current Total	Amendment	Revised Total	
11	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Current Budgeted Salary	CODB	New Budgeted Salary	Current Budgeted Salary	Change	New Budgeted Salary	
12	HASA Library	\$12,480.00	100%	100.0%	9.00	\$ 112,320	\$ 2,808	\$ 115,128	\$ 561,600	\$ 2,808	\$ 564,408
13					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
14					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
15					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
16					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
17					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
18					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
19					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
20					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
21					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
22					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
23					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
24					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
25					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
26					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
27					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
28											
29	TOTALS		1.00	1.00	9.00	\$ 112,320	\$ 2,808	\$ 115,128	\$ 561,600	\$ 2,808	\$ 564,408
30											
31	FRINGE BENEFIT RATE	35.50%				35.50%		35.50%			
32	EMPLOYEE FRINGE BENEFITS					\$ 39,874	\$ 997	\$ 40,870	\$ 168,706	\$ 997	\$ 169,703
33											
34											
35	TOTAL SALARIES & BENEFITS					\$ 152,194	\$ 3,805	\$ 155,998	\$ 687,110	\$ 3,805	\$ 690,915
36	HSH #2										

	A	B	C	D	E	R	S	T	AJ	AK	AL
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B-2)										Page 5 of 9
2											
3	Document Date: 10/11/2018										
4											
5	SALARY & BENEFIT DETAIL										
6	Contractor: Heluna Health										
7	Program: SFHOT (Fiscal Intermediary Services)										
8	HSH Contract #: HSH17-18-083					AMENDMENT YEAR			All Years		
9						7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	8/1/2014 - 6/30/2018	8/1/2014 - 6/30/2019	8/1/2014 - 6/30/2019
10	Agency Totals		For HSH Program		Current	Amendment	Revised	Current Total	Amendment	Revised Total	
11	POSITION TITLE	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Current Budgeted Salary	CODB	New Budgeted Salary	Current Budgeted Salary	Change	New Budgeted Salary
12	PATH Specialist	\$48,244.00	100%	100.0%	4.50	\$ 217,098	\$ 5,427	\$ 222,525	\$ 1,085,490	\$ 5,427	\$ 1,090,917
13	PATH Specialist II	\$57,784.00	100%	100.0%	3.00	\$ 173,352	\$ 4,334	\$ 177,686	\$ 866,760	\$ 4,334	\$ 871,094
14					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
15					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
16					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
17					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
18					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
19					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
20					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
21					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
22					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
23					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
24					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
25					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
26					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
27					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
28											
29	TOTALS		2.00	2.00	7.50	\$ 390,450	\$ 9,761	\$ 400,211	\$ 1,952,250	\$ 9,761	\$ 1,962,011
30											
31	FRINGE BENEFIT RATE	35.50%				35.50%	35.50%	35.50%			
32	EMPLOYEE FRINGE BENEFITS					\$ 138,610	\$ 3,465	\$ 142,075	\$ 619,147	\$ 3,465	\$ 622,612
33											
34											
35	TOTAL SALARIES & BENEFITS					\$ 529,060	\$ 13,226	\$ 542,286	\$ 2,363,389	\$ 13,226	\$ 2,376,615
36	HSH #2										Template last modified: 6/14/2018

	A	B	C	D	E	R	S	T	AJ	AK	AL
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B-2)										Page 6 of 9
2											
3	Document Date: 10/11/2018										
4											
5	SALARY & BENEFIT DETAIL										
6	Contractor: Heluna Health										
7	Program: SFHOT (Fiscal Intermediary Services)										
8	HSH Contract #: HSH17-18-083					AMENDMENT YEAR			All Years		
9						7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	8/1/2014 - 6/30/2018	8/1/2014 - 6/30/2019	8/1/2014 - 6/30/2019
10	Agency Totals		For HSH Program		Current	Amendment	Revised	Current Total	Amendment	Revised Total	
11	POSITION TITLE	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Current Budgeted Salary	CODB	New Budgeted Salary	Current Budgeted Salary	Change	New Budgeted Salary
12	Outreach Supervisor	\$77,746.00	100%	100.0%	0.50	\$ 38,873	\$ 972	\$ 39,845	\$ 194,365	\$ 972	\$ 195,337
13	Shift Leader	\$64,480.00	100%	100.0%	1.00	\$ 64,480	\$ 1,612	\$ 66,092	\$ 322,400	\$ 1,612	\$ 324,012
14	Outreach Specialist LV 1	\$48,244.00	100%	100.0%	2.00	\$ 96,488	\$ 2,412	\$ 98,900	\$ 482,440	\$ 2,412	\$ 484,852
15	Outreach Specialist LV 2	\$54,122.00	100%	100.0%	2.00	\$ 108,244	\$ 2,706	\$ 110,950	\$ 541,220	\$ 2,706	\$ 543,926
16	Clinical Supervisor	\$77,746.00	100%	100.0%	0.50	\$ 38,873	\$ 972	\$ 39,845	\$ 194,365	\$ 972	\$ 195,337
17					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
18					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
19					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
20					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
21					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
22					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
23					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
24					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
25					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
26					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
27					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
28											
29	TOTALS		5.00	5.00	6.00	\$ 346,958	\$ 8,674	\$ 355,632	\$ 1,734,790	\$ 8,674	\$ 1,743,464
30											
31	FRINGE BENEFIT RATE	35.50%				35.50%	35.50%	35.50%			
32	EMPLOYEE FRINGE BENEFITS					\$ 123,170	\$ 3,079	\$ 126,249	\$ 557,388	\$ 3,079	\$ 560,467
33											
34											
35	TOTAL SALARIES & BENEFITS					\$ 470,128	\$ 11,753	\$ 481,881	\$ 2,127,662	\$ 11,753	\$ 2,139,415
36	HSH #2	Template last modified: 6/14/2018									

	A	B	C	D	E	R	S	T	AJ	AK	AL
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B-2)										Page 7 of 9
2											
3	Document Date: 10/11/2018										
4											
5	SALARY & BENEFIT DETAIL										
6	Contractor: Heluna Health										
7	Program: SFHOT (Fiscal Intermediary Services)										
8	HSH Contract #: HSH17-18-083					AMENDMENT YEAR			All Years		
9						7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	8/1/2014 - 6/30/2018	8/1/2014 - 6/30/2019	8/1/2014 - 6/30/2019
10	Agency Totals		For HSH Program		Current	Amendment	Revised	Current Total	Amendment	Revised Total	
11	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Current Budgeted Salary	CODB	New Budgeted Salary	Current Budgeted Salary	Change	New Budgeted Salary	
12	Outreach Supervisor	\$77,746.00	100%	100.0%	0.20	\$ 15,549	\$ 389	\$ 15,938	\$ 77,746	\$ 389	\$ 78,135
13	Specialist Outreach Shift Leaders	\$64,480.00	100%	100.0%	1.00	\$ 64,480	\$ 1,612	\$ 66,092	\$ 322,400	\$ 1,612	\$ 324,012
14	Outreach Specialist LV 2	\$54,122.00	100%	100.0%	4.00	\$ 216,488	\$ 5,412	\$ 221,900	\$ 1,082,440	\$ 5,412	\$ 1,087,852
15					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
16					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
17					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
18					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
19					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
20					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
21					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
22					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
23					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
24					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
25					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
26					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
27					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
28											
29	TOTALS		3.00	3.00	5.20	\$ 296,517	\$ 7,413	\$ 303,930	\$ 1,482,586	\$ 7,413	\$ 1,489,999
30											
31	FRINGE BENEFIT RATE	35.50%				35.50%	35.50%	35.50%			
32	EMPLOYEE FRINGE BENEFITS					\$ 105,264	\$ 2,632	\$ 107,895	\$ 485,762	\$ 2,632	\$ 488,394
33											
34											
35	TOTAL SALARIES & BENEFITS					\$ 401,781	\$ 10,045	\$ 411,825	\$ 1,854,273	\$ 10,045	\$ 1,864,317
36	HSH #2										Template last modified: 6/14/2018

	A	B	C	D	E	R	S	T	AJ	AK	AL
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B-2)										Page 8 of 9
2											
3	Document Date: 10/11/2018										
4											
5	SALARY & BENEFIT DETAIL										
6	Contractor: Heluna Health										
7	Program: SFHOT (Fiscal Intermediary Services)										
8	HSH Contract #: HSH17-18-083					AMENDMENT YEAR			All Years		
9						7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	8/1/2014 - 6/30/2018	8/1/2014 - 6/30/2019	8/1/2014 - 6/30/2019
10	Agency Totals		For HSH Program		Current	Amendment	Revised	Current Total	Amendment	Revised Total	
11	POSITION TITLE	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Current Budgeted Salary	CODB	New Budgeted Salary	Current Budgeted Salary	Change	New Budgeted Salary
12	Outreach Supervisor	\$77,746.00	100%	100.0%	0.20	\$ 15,549	\$ 389	\$ 15,938	\$ 77,746	\$ 389	\$ 78,135
13	Specialist Outreach Shift Leaders	\$64,480.00	100%	100.0%	1.00	\$ 64,480	\$ 1,612	\$ 66,092	\$ 322,400	\$ 1,612	\$ 324,012
14	Outreach Specialist LV 2	\$54,122.00	100%	100.0%	2.00	\$ 108,244	\$ 2,706	\$ 110,950	\$ 541,220	\$ 2,706	\$ 543,926
15					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
16					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
17					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
18					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
19					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
20					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
21					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
22					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
23					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
24					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
25					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
26					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
27					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
28											
29	TOTALS		3.00	3.00	3.20	\$ 188,273	\$ 4,707	\$ 192,980	\$ 941,366	\$ 4,707	\$ 946,073
30											
31	FRINGE BENEFIT RATE	35.50%				35.50%	35.50%	35.50%			
32	EMPLOYEE FRINGE BENEFITS					\$ 66,837	\$ 1,671	\$ 68,508	\$ 332,056	\$ 1,671	\$ 333,727
33											
34											
35	TOTAL SALARIES & BENEFITS					\$ 255,110	\$ 6,378	\$ 261,488	\$ 1,267,590	\$ 6,378	\$ 1,273,968
36	HSH #2										Template last modified: 6/14/2018

	A	B	C	D	E	R	S	T	AJ	AK	AL
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B-2)										Page 9 of 9
2											
3	Document Date: 10/11/2018										
4											
5	SALARY & BENEFIT DETAIL										
6	Contractor: Heluna Health										
7	Program: SFHOT (Fiscal Intermediary Services)										
8	HSH Contract #: HSH17-18-083					AMENDMENT YEAR			All Years		
9						7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	8/1/2014 - 6/30/2018	8/1/2014 - 6/30/2019	8/1/2014 - 6/30/2019
10	Agency Totals		For HSH Program		Current	Amendment	Revised	Current Total	Amendment	Revised Total	
11	POSITION TITLE	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Current Budgeted Salary	CODB	New Budgeted Salary	Current Budgeted Salary	Change	New Budgeted Salary
12	Outreach Specialist LV 2	\$54,122.00	100%	100.0%	1.00	\$ 54,122	\$ 1,353	\$ 55,475	\$ 270,610	\$ 1,353	\$ 271,963
13					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
14					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
15					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
16					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
17					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
18					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
19					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
20					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
21					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
22					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
23					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
24					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
25					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
26					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
27					0.00	\$ -		\$ -	\$ -	\$ -	\$ -
28											
29	TOTALS		1.00	1.00	1.00	\$ 54,122	\$ 1,353	\$ 55,475	\$ 270,610	\$ 1,353	\$ 271,963
30											
31	FRINGE BENEFIT RATE	35.50%				35.50%	35.50%	35.50%			
32	EMPLOYEE FRINGE BENEFITS					\$ 19,213	\$ 480	\$ 19,694	\$ 141,561	\$ 480	\$ 142,041
33											
34											
35	TOTAL SALARIES & BENEFITS					\$ 73,335	\$ 1,833	\$ 75,169	\$ 540,491	\$ 1,833	\$ 542,324
36	HSH #2										Template last modified: 6/14/2018

Appendix C – Method of Payment

1. In accordance with Section 5 of the Agreement, payments shall be made for actual costs completed and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 of the Agreement.
2. Contractor will submit all bills, invoices and related documentation in the format specified by the Department of Homelessness and Supportive Housing (HSH) within 15 days after the month of service to HSH's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.

Contractor may submit bills, invoices and related documentation in the format specified by HSH via paper or email only upon special permission by their assigned Contract Manager.

3. Contractor must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: http://www.paymode.com/city_countyofsanfrancisco.
4. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Contractor shall notify HSH Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
5. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Contractor's proposal and specified in the contract, unless otherwise approved in writing per HSH Invoicing and Contract Modification policy.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved contract budget or modification);
 2. Expenses for invoice period;
 3. Expenses year-to-date;
 4. Percentage of budget expended;

- 5. Remaining balance;
- 6. Adjustments, including advance payment recovery; and
- 7. Program income when specified in the contract agreement.

D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.

E. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Contractor must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Contractor’s accounting system.
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Contractor shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to non-reoccurring expenses.
- All subcontracted services must be documented by submission of the subcontractor’s paid invoice, regardless of dollar amount.
- If this contract agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency: Federal_____ CFDA or other Identification #: _____

- 1. _____
- 2. _____
- 3. _____
- 4. _____

6. Within 45 days after the end of the contract period, Contractor shall submit a final report reflecting actual expenditures, which will be supported by the Contractor’s accounting records. If a refund is due HSH, it will be submitted with the final report.

7. Advances or prepayments are allowable for non-profit organizations as defined in Chapter 12L of the San Francisco Administrative Code, in order to meet the Contractor cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Contractor upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized contract award, or as mutually agreed upon. The

advanced sum shall be deducted from the Contractor's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month contract the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be contracted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the contract is certified, the Contractor, prior to distribution of any advanced payment, must fulfill the following conditions:

- A. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
 - B. The Contractor shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
 - C. Final invoice from the preceding fiscal year must be received prior to advance distribution.
8. Timely Submission of Reports – If reports/documents are required, Contractor shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of contract payments.

Appendix D Additional Terms

1. HIPAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that CONTRACTOR falls within the following definition under the HIPAA regulations:

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- A Business Associate subject to the terms set forth in Appendix D;
- Not Applicable, CONTRACTOR will not have access to Protected Health Information.

2. Homelessness and Supportive Housing Privacy and Data Security Policies

The Department of Homelessness and Supportive Housing (HSH) has developed Privacy and Data Security Policies that encompass all federal and state confidentiality and data security regulations, including HIPAA and local policies.

CONTRACTOR agrees to abide by the HSH Privacy and Data Security Policies, unless otherwise granted a waiver from certain policies by HSH, and will be monitored and evaluated on the following criteria:

A. HSH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

- As Measured by: Evidence that the policy and procedures that abides by the rules outlined in the HSH Privacy Policy have been adopted, approved and implemented.

B. All staff that handles patient health information are trained (including new hires) and annually updated in the program's privacy/confidentiality policies and procedures.

- As Measured by: Documentation exists showing individuals were trained.

C. A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

- As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

D. A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

- As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

E. Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

➤ As Measured by: Documentation exists.

F. Authorization for disclosure of a patient's/client's health information is obtained prior to release:

1. To providers outside the HSH Safety Net; or

2. From a substance abuse program.

➤ As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in patient's/client's chart/file.

3. 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.

4. 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.

5. 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.

Appendix E – Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors

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 [https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03\(1\)_3adc.PDF](https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03(1)_3adc.PDF). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel (“Panel”) to oversee implementation of the report recommendations in January 2005.

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

Dispute Resolution Procedure

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

Contractor 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 [https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03\(1\)_3adc.PDF](https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03(1)_3adc.PDF).

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.