

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

Fifth Amendment

THIS AMENDMENT (this “Amendment”) is made as of **August 1, 2019**, 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 contract term; increase the contract amount; and budget; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (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

WHEREAS, the City’s Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution [insert resolution number] on [insert date of Commission or Board action]; and

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**; and **Fourth Amendment**, dated **July 1, 2019**.

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

2.a. **Section 2.** 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 **October 31, 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 - 10/31/2019	Exercised
Option 6:	11/01/2019 - 06/30/2020	
Option 7:	07/01/2020 - 06/30/2021	
Option 8:	07/01/2021 - 06/30/2022	
Option 9:	07/01/2022- 06/30/2023	
Option 10:	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, 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 - 06/30/2022	
Option 9:	07/01/2022- 06/30/2023	
Option 10:	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 **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.

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 **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.

2.e. Appendix A-3, Services to be Provided, of the Agreement, for the period of July 1, 2019 to October 31, 2019 (dated, July 1, 2019), is hereby replaced in its entirety by **Appendix A-4, Services to be Provided**, for the period of July 1, 2019 to June 30, 2021(dated August 1, 2019).

2.f. Appendix B-3, Budget, for the period of July 1, 2018 to October 31, 2019 (dated July 1, 2019), is hereby replaced in its entirety by **Appendix B-4, Budget**, for the period of November 1, 2019 to June 30, 2021 (dated July 1, 2019).

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

Jeff Kositsky
Director
Department of Homelessness and
Supportive Housing

Peter D. Dale
Director, Contract and Grant Management
12801 Crossroads Parkway South, Suite 200
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Approved as to Form:

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Dennis J. Herrera
City Attorney

By: _____
Virginia Dario Elizondo
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Approved:

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