

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **March 20, 2012**, in San Francisco, California, by and between **Haight Ashbury Free Clinic-Walden House – Jail Psychiatric Services** ("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 period and increase the contract amount, and update standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4151-09/10** on **June 21, 2010**;

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2010 from the RFP 23-2009, dated July 31, 2009, Contract Numbers DPHG11000009 and DPHG11000260 between Contractor and City, as amended by this First Amendment.

1b. 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:

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2012.

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to December 31, 2015.

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

5. Compensation

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 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million One Hundred Forty Seven Thousand Eight Hundred Sixty Two**

Dollars (\$7,147,862) 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 The 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:

5. Compensation

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 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Ninety Nine Thousand Dollars (\$9,999,000)**. 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 The 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.

2c. Revised Appendix J, Emergency Response is hereby attached.

2d. Appendix K, The Declaration of Compliance is hereby added.

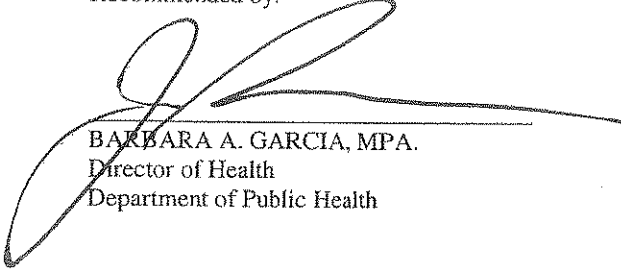
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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


Recommended by:



BARBARA A. GARCIA, MPA.
Director of Health
Department of Public Health

CONTRACTOR:

Haight Ashbury Free Clinics, Inc.
- Jail Psychiatric Services



Name: Vika Elsen
Title: Executive Director
P. O. Box 29917
San Francisco, CA 94129


Approved as to Form:

Dennis J. Herrera
City Attorney

City vendor number: 08817

for 
By: SHERRI SOKELAND KAISER
Deputy City Attorney

Approved:


for NAOMI KELLY
Director of the Office of Contract Administration, and
Purchaser

15 MAR 2012 10:33 AM

HAFB - Jail Psychiatric Services

CMS#6923

3/20/12

**Appendix B
Calculation of Charges**

1. Method of Payment

Actual Cost

Contractor shall submit monthly invoices in the format attached in Appendix F, by the fifteenth (15th) working day of each month for reimbursement of the actual costs for Services of the immediately 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.

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto.

Appendix B Budget Summary

Appendix B-1 Jail Psychiatric Services

B. Contractor understands that, of the maximum dollar obligation **Nine Million Nine Hundred Ninety Nine Thousand Dollars (\$9,999,000)** listed in Section 5 of this Agreement, **\$0.00** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. 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 Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

July 1, 2010 through June 30, 2011	\$3,191,010
July 1, 2011 through June 30, 2012	\$3,191,010
July 1, 2012 through December 31, 2015	<u>\$3,616,980</u>
July 1, 2010 through December 31, 2015	\$9,999,000

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date 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.

	A	B	C	D	E
1				Appendix B	Page 2
2				Document Date	12/14/2011
3	DEPARTMENT OF PUBLIC HEALTH CONTRACT BUDGET SUMMARY				
4	BY PROGRAM				
5	Contractor's Name			Contract Term	
6	Haight Ashbury Free Clinics-Walden House			7/1/11 - 6/30/12	
7	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/>				
8	If modification, Effective Date of Mod.:		No. of Mod.:		
9	Program	Jail Psychiatric Services	n/a	n/a	Total
10	Program Narrative Page No.(s)	Exhibit A			
11	Program Term	7/1/11 - 6/30/12			7/1/11 - 6/30/12
12	Expenditures				
13	Salaries & Benefits	2,730,851			2,730,851
14	Operating Expense	118,265			118,265
15	Capital Expenditure				
16	Direct Cost	2,849,116			2,849,116
17	Indirect Cost	341,894			341,894
18	<i>Indirect Percentage (%) of direct cost (Line 16)</i>	12.00%			12.00%
19	Total Expenditures	3,191,010			3,191,010
20	DPH Revenues				
21	COUNTY OTHER	3,191,010			3,191,010
22					-
23	General Fund Contingency (12%)				-
24					
25					
26					-
27					
28	TOTAL DPH REVENUES	3,191,010			3,191,010
29	Other Revenues				
30					
31					
32					
33					
34	Total Revenues	3,191,010			3,191,010
35	Total Units of Service	See DPH #1A			See DPH #1A
36	Cost Per Unit of Service	See DPH #1A			See DPH #1A
37	Full Time Equivalent (FTE)	32.11			32.11
38	Prepared by: Carrie Gustafson		Telephone No.: 995-1715		
39	DPH-CO Review Signature: _____				
40	DPH #1				

	A	B	C	D	E	F	
1						Appendix B	Page 3.
2						Document Date	12/14/2011
3	SUMMARY OF CLIENT SERVICES BY PROGRAM						
4							
5							
6							
7	Program Name	Jail Psychiatric Services		TERM:	7/1/11 - 6/30/12		
8	(Same as Line 9 on DPH #1)						
9							
10		Total	No. of	No. of	Cost Per		
11	Mode and Service Function	Cost	Clients	Units	Unit		
12	15/30 Assessment/Evaluation	591,000	5,500	6,000	98.50		
13	15/40 Individual Treatment	1,920,268	INCL	26,305	73.00		
14	15/10 Collateral Services	190,408	INCL	3,400	56.00		
15	50/10 Case Management	440,000	INCL	11,000	40.00		
16	Discharge Planning	49,334	900	1,794	27.50		
17							
18							
19	Total:	3,191,010		48,499			
20							
21	Program Name			TERM:			
22	(Same as Line 9 on DPH #1)						
23							
24		Total	No. of	No. of	Cost Per		
25	Mode and Service Function	Cost	Clients	Units	Unit		
26							
27							
28							
29							
30							
31							
32							
33							
34	Program Name			TERM:			
35	(Same as Line 9 on DPH #1)						
36							
37		Total	No. of	No. of	Cost Per		
38	Mode and Service Function	Cost	Clients	Units	Unit		
39							
40							
41							
42							
43							
44							
45							
46	DPH #1A						

	A	B	C	D	E	F	G	H	I	J	K
1									Appendix B-1	Page 1	
2									Document Date	12/14/2011	
3											
4	Program Name <u>Jail Psychiatric Services</u>										
5	(Same as Line 9 on DPH #1)										
6											
7	Salaries & Benefits Detail										
8											
9											
10											
11											
12	POSITION TITLE	FTE	PREVIOUS TRANSACTION 7/1/10-6/30/11 SALARIES	FTE	PROPOSED TRANSACTION 7/1/11 - 6/30/12 SALARIES	INCREASE (DECREASE)					
13	Administrative Assistant	1.90	89,550	1.90	89,550	-					
14	Deputy Director	-	-	1.00	68,039	68,039					
15	Director - JPS	1.00	94,453	1.00	96,270	1,817					
16	Director - JAS	1.00	88,544	1.00	88,544	-					
17	Case Managers	1.00	36,100	1.00	37,000	900					
18	Coordinator	1.00	44,000	1.00	47,300	3,300					
19	Program Director	1.00	91,096	1.00	92,848	1,752					
20	Psychiatrists (MD)	0.73	113,100	0.76	116,025	2,925					
21	Psychologists (PhD)	1.00	93,428	1.00	95,225	1,797					
22	Counselor	2.50	90,947	2.50	101,506	10,559					
23	Medical Director	0.80	130,333	0.80	130,333	-					
24	Site Manager	3.00	245,577	3.00	217,562	(28,015)					
25	Therapist	16.75	1,107,050	16.15	1,040,002	(67,048)					
26											
27											
28	TOTALS	31.68	2,224,178	32.11	2,220,204	(3,974)					
29											
30											
31	EMPLOYEE FRINGE BENEFITS	23%	511,561	23%	510,647	(914)					
32											
33											
34	TOTAL SALARIES & BENEFITS		<u>2,735,739</u>		<u>2,730,851</u>	<u>(4,888)</u>					
35	DPH #2										

	A	B	C	D	E	F	G	H	I
1							Appendix B-1	Page 3	
2							Document Date	12/14/2011	
3									
4	Program Name		Jail Psychiatric Services						
5	(Same as line 9 on DPH #1)								
6									
7	Indirect Cost Detail								
8									
9	1. Salaries and Benefits		PREVIOUS			PROPOSED			
10			TRANSACTION			TRANSACTION			
11			TERM	7/1/09-6/30-10	TERM	7/1/11 - 6/30/12	INCREASE		
12	Position Title		FTE	SALARIES	FTE	SALARIES	(DECREASE)		
13	President			-		-	-		
14	Chief Executive Officer		0.2742	64,106	0.2375	55,813	(8,294)		
15	Chief Financial Officer		0.2742	27,279	0.2375	23,750	(3,529)		
16	Administrative Support		0.0823	21,714	0.7125	18,905	(2,809)		
17	Accounting Department		1.6452	65,645	1.4250	57,153	(8,492)		
18	Human Resources Department		0.8226	26,746	0.7125	23,287	(3,459)		
19							-		
20									
21									
22									
23	EMPLOYEE FRINGE BENEFITS		23%	53,429	23%	41,152	(12,278)		
24	TOTAL SALARIES & BENEFITS		4.1892	258,919	3.3250	220,059	(38,860)		
25									
26	2. Operating Cost								
27									
28	Expenditure Category								
29	Rental of Property			16,490		14,357	(2,133)		
30	Utilities (Elec, Water, Gas, Phone, Scavenger)			13,748		11,970	(1,778)		
31	Building Maintenance Supplies and Repair			10,096		8,793	(1,303)		
32	Office Supplies and Postage			18,634		16,224	(2,410)		
33	Insurance, Audit, and Legal			24,856		21,644	(3,212)		
34	Staff Training			259		226	(33)		
35	Rental of Equipment			109		95	(14)		
36	Staff Travel			20,275		17,653	(2,622)		
37	Consultants and Subcontractors			35,464		30,877	(4,587)		
38				-		-			
39									
40									
41	TOTAL OPERATING COST			139,931		121,838	(18,093)		
42									
43	TOTAL INDIRECT COST			398,850		341,894	(56,956)		
44	(Salaries & Benefits + Operating Cost)								
45	DPH #5								

Appendix J

Emergency Response

(Applicable to sites and/or programs located in San Francisco only)

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 operating in San Francisco. 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 sites. 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.

Appendix K

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

ACORD CERTIFICATE OF LIABILITY INSURANCE

6/30/11

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Heffernan Insurance Brokers
 1350 Carlback Avenue
 Walnut Creek, CA 94596
 CA License #0564249

INSURED
 Haight Ashbury Free Clinic, Inc.
 1735 Mission Street
 San Francisco, CA 94103

CONTACT NAME: Sheilaine Gonsaives		
PHONE (A/C No, Ext): 925-934-8500	FAX (A/C No):	925-934-0270
EMAIL ADDRESS: ShelaineG@heffins.com		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Arch Insurance Company		11150
INSURER B: Everest Insurance Company		10851
INSURER C: Travelers		19038
INSURER D: Great American		39896
INSURER E:		
INSURER F:		

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

THIS IS TO CERTIFY THAT 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		NTPKG0068200	07/01/11	07/01/12	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUP						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY			NTAUT0026000	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		NTUMB0032600	07/01/011	07/01/12	EACH OCCURRENCE	\$3,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$3,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N		6600001439111	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	1,000,000
							E.L. DISEASE - POLICY LIMIT	1,000,000
A	Professional Liability			NTPKG0068200	07/01/11	07/01/12	Each claim/aggregate	\$1mm/\$3mm
	Excess Professional Liability			NTUMB0032600	07/01/11	07/01/12	Each claim/aggregate	\$3mm/\$3mm
C	Crime			105642284	07/01/11	07/01/12	Limit	\$10,000,000
D	Excess Crime			SAA024161700	07/01/11	07/01/12	Limit	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City & County of San Francisco, its officers, agents and employees are included as additional insured with respects to general liability & automobile liability per the form on file with the carrier.

CERTIFICATE HOLDER

City & County of San Francisco
 It's officers, agents & Employees
 1380 Howard Street Rm442
 San Francisco, 94103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
