

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of **December 1, 2020** in San Francisco, California, by and between **Baker Places, Incorporated** (“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 update standard contractual clauses; and

WHEREAS, services in this Agreement were competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposal (“RFP”), RFP 33-2018 issued on August 31, 2018, in which City selected Contractor as the highest qualified scorer pursuant to the RFP, and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 49689-17/18 on January 6th, 2020.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term “Agreement” shall mean the Agreement dated January 1, 2019, (Contract ID# 1000012788) between Contractor and City, as amended by this First Amendment dated December 1, 2020.

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

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

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

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

2.1 The term of this Agreement shall commence on the latter of: (i) January 1, 2019; or (ii) the Effective Date and expire on February 28, 2021, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on the latter of: (i) January 1, 2019; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

2.3 Payment. *Section 3.3.1 Payment of the Agreement has no change and reads as follows:*

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Sixty Nine Thousand Eight Hundred Sixty Seven Dollars (\$9,969,867)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charge ns,” 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.

2.4 Contract Amendments; Budgeting Revisions. *The following is hereby added and incorporated into Article 3 of the Agreement:*

3.7 Contract Amendments; Budgeting Revisions.

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

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

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

2.5 Assignment. *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:*

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

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

5.1 Insurance

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.
- (f) Technology Errors and Omissions insurance and Cyber and Privacy Insurance with combined limits of not less than \$5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.4 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.5 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this

Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.6 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.7 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.8 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

5.1.10 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

2.7 Indemnification. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2.1 in its entirety:*

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or

otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

2.8 **Withholding.** *The following is hereby added to Article 7 of the Agreement:*

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

2.9 **Consideration of Salary History.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

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

2.10 **Limitations on Contributions.** *The following is hereby added to Article 10 of the Agreement, replacing the previous 10.11 in its entirety:*

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.11 Distribution of Beverages and Water. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.17 in its entirety:*

10.17 Distribution of Beverages and Water.

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

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

2.12 Notification of Legal Requests. *The following is hereby added to Article 11 of the Agreement:*

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

requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

2.13 Exclusion Lists and Employee Verification. *The following is hereby added to Article 12 of the Agreement:*

12.5 Exclusion Lists and Employee Verification

Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists must be retained for seven years.

2.14 Management of City Data and Confidential Information, *The following is hereby added and incorporated into Article 13 of the Agreement:*

13.5 Management of City Data and Confidential Information

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

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

13.5.3 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all

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

The Appendices listed below are Amended as follows:

2.15 Appendices A and A-1 dated 12/1/2020 (i.e. December 1, 2020) are hereby added for FY 2020-21.

2.16 Appendices B and B-1 dated 12/1/2020 (i.e. December 1, 2020) are hereby added for FY 2020-21.

2.17 Appendix F: Invoices Templates corresponding with this FY 20-21 First Amendment are hereby added for Fiscal Year 2020-21.

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

CITY

CONTRACTOR

Recommended by:

Baker Places, Incorporated

Grant Colfax, MD Date
Director of Health
Department of Public Health

Brett Andrews Date
Chief Executive Officer
1000 Brannan Street, Suite 401
San Francisco, CA 94103

Supplier ID: 0000024757

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Louise S. Simpson Date
Deputy City Attorney

Approved:

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

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

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

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **James Stroh**, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement.

Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Hummingbird Place

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

Contractor Name: Baker Places, Inc.	Appendix A-1
Program Name: The Hummingbird Place	Contract Term: 7/1/20-6/30/21
	Funding Source: MH Long-Term Care Realignment

1. Identifiers:

The Hummingbird Place Respite Program
887 Potrero Avenue, San Francisco, CA 94110
415-206-2855

Chief Executive Officer: Brett Andrews, PRC-Baker Places
Clinic Director: John Fostel, Chief Clinical Officer, Baker Places, Inc.
Project Director, Melida Solorzano, Hummingbird Place Project Director

Contractor Address: 170 9th Street, San Francisco, CA 94103
Office: 415-777-0333 x 206, Fax: 415-777-1770 Program Code(s): 38LB1

2. Nature of Document:

Original Contract Amendment RPB

3. Goal Statement:

The Hummingbird Place Respite program will reduce Behavioral Health Services (BHS) clients’ utilization of crisis and inpatient services. The program will provide an integrated, social rehabilitation, trauma informed, and harm-reduction model provided by mental health residential counselors, peer counselors, managers, and medical practitioners within a social milieu that will support clients in all aspects of their recovery.

HMIOT funds provides four peer based outreach and advocacy counselors to the program’s clients.

Target Population:

Baker Places strives to serve all who seek services. The target population for this program is eligible adult clients in the San Francisco system of care, following criteria for admission to care specified by BHS. The Respite program, modeled after the navigation system, serves adult residents of San Francisco who are often homeless and are high users of multiple systems and those who repeatedly use crisis-level services. Referrals to services will primarily originate from Encampment Resolution Team, SFHOT, SFGH Psychiatric Emergency Services, Acute Inpatient Psychiatric Units, Community Mental Health Treatment Programs (Baker Places and Progress Foundation), and Intensive Case Management Programs.

4. Modality(s)/Intervention(s)/Methodology:

The Baker Places Respite program, Hummingbird Place, is an up to 29-bed overnight capacity with up to 25 day drop-in capacity. Increased to 43 overnight beds for three months in early 2020. The program will expect average stay of 17 days, engages treatment pre-contemplative clients in the system of care and provides access to recovery and wellness conversation, activities, and programs in

Contractor Name: Baker Places, Inc.	Appendix A-1
Program Name: The Hummingbird Place	Contract Term: 7/1/20-6/30/21
	Funding Source: MH Long-Term Care Realignment

a home-like environment. The program combines one-on-one peer support and professional staffing, Hummingbird Place offers a short-term overnight model that facilitates patient stabilization, provides linkage to social services, and offers clients an opportunity for referral to longer-term treatment and recovery.

Service activities include, but are not limited to, motivational interviewing engagement, harm-reduction strategies, trauma-informed care, opportunities for linkage to social services and longer-term treatment, peer support, medication monitoring, and transportation to social services appointments.

Residential Counselors (RC):

RC staff are scheduled daily, within a 40 hour a week schedule, to provide services to clients 24/7/365 between three shifts, day, evening and overnight. Residential counselors perform intake interviews and assist with development of client treatment plans of care, implementation and discharge planning and referral. They will assess and respond to the clinical needs of the client within their scope of practice with tasks such as assisting clients in initial linkage with housing, shelter, financial, educational, vocational community based services, escorting clients to community appointments, assisting in referring clients for treatment or shelter post Hummingbird Place treatment stay if client requests. They will report any changes in client condition to the appropriate staff i.e.: direct supervisor, Project Director, and contracted Nurse Practitioner or Medical Director in a timely manner.

The staff will conduct individual counseling and lead both didactic and experiential groups, assist clients with their ADL’s as needed, provide nutrition at scheduled meal and snack times, monitor client intake of food/fluids, and monitor clients are taking their medications. They will document in client record all services provided and client response. They will participate in daily shift change reporting, weekly staff meetings and supervision with their supervisor.

Relief Residential Counselors (RRC):

RRC staff are utilized to cover regular counselor staff vacancies due to RC sick call, vacation time requests, client escort, and increased program/client needs necessitating additional resources as determined by the Project Director. The RRC hours of duty follow the RC shift that they are covering. The role responsibilities are the same as the RC and supervised by the Project Director/Assistant Program Directors.

Medical Director:

The contracted Medical Director ensures that the general medical care of all clients receiving residential services at Hummingbird Place is being supported appropriately. While the program focus is psychiatric in nature the reality of the comorbidity between psychiatric and medical health issues is highly prevalent in this population. The Medical Director will provide support and consult 20 hours per week and provide on-call services.

Contractor Name: Baker Places, Inc.	Appendix A-1
Program Name: The Hummingbird Place	Contract Term: 7/1/20-6/30/21
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The Medical Director will supervise the contracted Nurse Practitioner scope of work and provides consultation as necessary commensurate with the ‘NP Standardized Protocol’ for the location.

The Medical Director will conduct health clinic hours several times a week to address healthcare needs of residential stay clients who are not yet connected to community based Primary Care or have been disconnected from established Primary Care provider due to lack of client follow-up and those awaiting a re-linkage appointment with the goal of reducing Emergency Department visits for standard medical care.

The Medical Director performs history and physicals, writes medication orders, orders individual client medications from community pharmacies if necessary, assesses client need for community healthcare appointment i.e.: lab work, radiology, specialty clinics to manage chronic diseases, such as, but not limited to diabetes, cardiac, liver/renal or hypertensive issues.

The Medical Director provides ‘bridge medications’ after medical evaluation and assessment for clients who have lost medications or have not been to their Primary Care Provider and prescription has expired or those clients who are not connected in the community to a Primary Care Provider and generally have received their healthcare medications via emergency rooms.

The Medical Director will also provide client education regarding healthcare conditions and any related medications. Documents all services provided in the client chart.

Nurse Practitioner (NP):

Under the direction of the Medical Director and following the Nurse Practitioner Standardized Protocol for the location provides contracted Nurse Practitioner level scope of service care at Hummingbird Place. The NP will hold health clinic hours several times a week/20 hours to address healthcare needs of residential stay clients who are not connected to community based Primary Care Providers or have been disconnected from established Primary Care Provider due to lack of client follow-up and those awaiting a re-linkage appointment. Performs history and physicals, writes medication orders, orders individual client meds from community pharmacies if necessary, assesses client need for community healthcare appointment i.e.: lab work, radiology, specialty clinics to manage chronic diseases, such as, but not limited to diabetes, cardiac, liver/renal or hypertensive issues. Reporting significant medical health issues to the Medical Director as necessary.

Provides ‘bridge medications’ after medical evaluation and assessment for clients and consultation with Medical Director who have lost medications or have not been to their Primary Care Provider and prescription has expired or those clients who are not connected in the community to a Primary Care Provider and generally have received their healthcare medications via emergency rooms.

Provides client education regarding healthcare conditions and any related medications. Documents all services provided in the client chart.

Certified Peer Counselors (CPC)

Contractor Name: Baker Places, Inc.	Appendix A-1
Program Name: The Hummingbird Place	Contract Term: 7/1/20-6/30/21
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CPC staff are individuals who use their experience of recovery from mental health disorders to support others in the early or later stages of their recovery process. Combined with skills learned in a formal certification training, their experience and knowledge of community resources puts them in a unique position to offer support.

Four (4) CPCs hired by Baker Place will be hired as part of the base program staffing at Hummingbird Place and will engage with individuals who are receiving psychiatric services at the ZSFGH-community hospitals Psychiatric Emergency Service Department. Each CPC is scheduled a 40 hour per week shift. Shifts are staggered between day and evening shifts to meet the needs of the clients.

Part of their engagement goals is to help reduce stressors by providing culturally competent and consumer driven social support and information about available services in a less restrictive environment.

If the CPC, in collaboration with Hummingbird Place staff, anticipates an individual is interested in Hummingbird Place, they will initially discuss the possibility of that decision with the PES hospital clinical staff and if individual is safe to discharge they will contact the Hummingbird Place staff who will come to the hospital and together they will assess the individual for potential discharge from the hospital to Hummingbird Place. The CPC will escort the individual from hospital to Hummingbird Place, once admission process is approved, and assist in their admission and settling in process.

The CPC will also be informing individuals receiving services at the hospital psychiatric emergency service department about the Hummingbird Place Day Drop-In Service, 7 days a week between 10am and 7:30pm, which does not require a referral as an alternative to being out on the street during the day and provides a place to wash their cloths, get a hot meal to eat, a place to rest, take a shower, and availability of mental health residential counselors to speak with about their concerns or linkage needs to other community based programs.

Project Director:

Responsible for the 24/7 daily operations of the program. Scheduling staff, assessing clients for admission and ensures safe and appropriate flow of client admissions and discharges is maintained in collaboration with Transitions Placement Team staff, ensures contracted Units Of Service are delivered as well as contract objectives met, ensures environment of care is safe, welcoming and conducive to program goals, manages nutrition and daily budget, directly supervises 2 assistant program directors and the program clerk, works collaboratively with program staff including contracted Medical Director and Nurse Practitioner, maintains collegially and operationally effective relationships with community providers and referents.

Works with agency Quality Improvement Department in the tracking of relevant data and identifies area for programmatic quality improvement. Represents program at agency and community meetings. Provides on-call consultation and direction.

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Assistant Program Director:

Under the supervision of the Project Director is responsible for the operations of the program on the 40 hour a week shift they are assigned. Ensures through direct supervision that residential and peer counselor shifts are covered and that residential and peer counseling staff are providing contracted services to clients. Ensures that program maintains adequate nutritional products and other products necessary for client care such as hygiene and grooming products.

Works collaboratively with program staff including contracted Medical Director and Nurse Practitioner, maintains collegially and operationally effective relationships with community providers and referents. Assists in assessing clients for admission. Monitors and/or manages client admissions and discharges to the program.

Ensures residential counselor staff are monitoring clients per program policy. Completes BHS Quality of Care Reports as required.

5. Outreach, recruitment, promotion, and advertisement

Referrals to the program are managed by the San Francisco Health Network in collaboration with the program intake staff. Referents to the San Francisco Health Network include Encampment Resolution Team, SFHOT, ZSFGH Psychiatric Emergency Services, Acute Inpatient Psychiatric Units, Community Mental Health Treatment Programs (Baker Places and Progress Foundation), Intensive Case Management Programs, and other community partners.

6. Admission, enrollment and/or intake criteria and process where applicable

Intake and assessment at Hummingbird Place is carried out by onsite staff. The placement and movement of clients beyond Hummingbird Place, within the Baker Places system of care, is orchestrated by the Baker Places Intake and SF Health Network Transitions Placement Unit staff. Clients will also be referred and linked to services within the San Francisco mental health and substance use disorder system of care, as appropriate. The program provides a low barrier, service-enriched shelter that provides behavioral health respite for people experiencing homelessness and behavioral health challenges. It is modeled on a social rehabilitation milieu, incorporating interventions and techniques of both mental health and substance abuse treatment strategies, where clients can develop practical social and survival skills with the support of staff and peers.

7. Service delivery model

The program is designed to use the practical realities of group living to foster clients' strengths, self-esteem, and sense of responsibility. Hummingbird Place meets clients where they are, allowing for the storage of personal belongings, for couples to stay together, and for companion

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animals to remain with their owners, as feasible. The staff, including peer counselors and navigators, consciously use the resident group and home-like environment as the primary agents of treatment that will help them feel ready to engage in treatment or other positive life choices.

Services provided include:

- Referral to primary medical and psychiatric community providers,
- On-site medical practitioners to provide health assessments and medication bridging for non-linked clients.
- Medication monitoring,
- Linkage to social services,
- Transportation and staff support to medical and social services appointments,
- Food and snacks,
- Individual and group counseling,
- One-on-one peer support,
- Daily living skills training,
- Provision of activities of daily living materials (i.e. clothing, showering, hygiene supplies, laundry facilities, etc.),
- Coordination of services and discharge planning,
- Referrals to vocational services for assessment of job skills, training, and employment or volunteer opportunities,
- Certified Peer Counselors.

8. Discharge Planning and exit criteria and process

Discharge planning consists of an evaluation with the client about the most appropriate next steps for housing and/or continued treatment. Community options, as well as personal and family options, are explored, and the client is provided with referrals and opportunities to visit potential continued care options. Clients are assisted and encouraged to make backup plans as well as their first preferences, and realistic timelines are developed to ensure that discharge proceeds smoothly. Clients experiencing severe or life-threatening medical emergencies are transported to emergency medical care.

Program staffing

These programs are staffed with management and direct care personnel - including Peer Counselors, starting at program opening as part of the regular staffing composition. Most often, there are two to three Peer Counselor staff available during day and evening hours.

9. Objectives and Measurements: Individualized Objectives

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1. By the end of the program term, 100% of contracted duplicated clients will have been served by at least one of the services provided at the facility, as measured by program staff, and documented in the client records.
2. By the end of the program term, 100% of contracted units of service will have been completed, as measured by program staff, and documented in the program records.

10. Continuous Quality Improvement:

The Director of Quality Improvement and staff ensures that the Hummingbird Place is in compliance with all local, state, and Federal policies and guidelines including HIPPA and reviews reports, summaries and feedback collected from all program-level service delivery activity. The Director of Quality Improvement recommends program modifications based on this information.

- A. Achievement of Contract Performance Objectives and Productivity: Progress on contract objectives is monitored daily by Baker Places Data and Claims Department. The program receives daily census productivity reports indicating units of service and average client census. Staff, in consultation with the Baker Intake Department, consult with the Chief of Clinical Services if there are variations from productivity targets.
- B. Documentation of Quality: All staff, line, and management, are provided with regular individual supervision to monitor service delivery, to review clinical and administrative decision-making and to discuss treatment planning and charting. The Project Director ensures that all client charts are audited on a weekly basis. Any issues are reported out to the Chief of Clinical Services for appropriate action when indicated.
- C. Measurement of Cultural Competency of Staff and Services: Cultural competency is looked at in a number of ways. Each staff is required to complete 20 hours of training annually and identify which of the trainings enhance their cultural competence. The training requirement is monitored by each staff supervisor and monitored and tracked for the agency by the *People Experience* (HR) department. .
- D. Measurement of Client Satisfaction: Baker Places adheres to the BHS-AOA client satisfaction survey format and cycle. The agency offers the BHS-AOA client satisfaction survey twice annually in accordance with BHS-AOA policy. Surveys results are reviewed by staff and results are used to make program improvements and enhancements, as feasible.
- E. Measurement, Analysis and Use of ANSA data: ANSA data will be reviewed for overnight stay clients.

11. Required Language: N/A

Appendix B
Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3, COMPENSATION, of this Agreement.

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSa Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year.. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

Budget Summary
CRDC B1
Appendix B-1 Hummingbird Place

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Nine Hundred Sixty-Nine Thousand Eight Hundred Sixty Seven Dollars (\$9,969,867)** for the period of January 1st, 2019; through June 30, 2021.

CONTRACTOR understands that, of this maximum dollar obligation, **\$635,257** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

July 1, 2019 through June 30, 2019	2,098,333
July 1, 2019 through June 30, 2020	3,912,097
July 1, 2020 through June 30, 2021	3,324,180
Sub. Total of July 1, 2019 through June 30, 2021	9,334,610
Contingency	<u>635,257</u>
Total of July 1, 2019 through June 30, 2021	9,969,867

- (3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

3. Services of Attorneys

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

4. State or Federal Medi-Cal Revenues

A. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement.”

5. Reports and Services

No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number (MH) 00339		Page #	AppB, Page 1
DHCS Legal Entity Name (MH)/Contractor Name (SA) Baker Places, Inc.		Fiscal Year	2020-2021
CID# 1000012788		FN Date	12/09/20
Contract Appendix Number	B-1		FN1
Provider Number	38LB		
Program Name(s)	Hummingbird Place		
Program Code(s)	38LB1		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/20-06/30/21		TOTAL
FUNDING USES			
Salaries	\$ 1,884,117		\$ 1,884,117
Employee Benefits	\$ 527,553		\$ 527,553
Subtotal Salaries & Employee Benefits	\$ 2,411,670		\$ 2,411,670
Operating Expenses	\$ 478,925		\$ 478,925
Subtotal Direct Expenses	\$ 2,890,595		\$ 2,890,595
Indirect Expenses	\$ 433,585		\$ 433,585
Indirect %	15.0%		15.0%
TOTAL FUNDING USES	\$ 3,324,180		\$ 3,324,180
	Employee Fringe Benefits %		28%
BHS MENTAL HEALTH FUNDING SOURCES			
MH Long Term Care Transition	\$ 2,900,000		\$ 2,900,000
MH COUNTY Adult - General Fund	\$ 276,680		\$ 276,680
MH State Grant HMIOT	\$ 147,500		\$ 147,500
			\$ -
			\$ -
			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 3,324,180	\$ -	\$ 3,324,180
TOTAL DPH FUNDING SOURCES	\$ 3,324,180	\$ -	\$ 3,324,180
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 3,324,180	\$ -	\$ 3,324,180
Prepared By Helen Zheng 415-972-0838			1/20/2021

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) <u>00339</u>		Appendix # <u>B-1</u>		
Provider Name <u>Baker Places, Inc.</u>		Page # <u>2</u>		
Provider Number <u>38LB</u>		Fiscal Year <u>2020-2021</u>		
		FN Date <u>12/09/20</u>		
Program Name	Hummingbird Place			
Program Code	38LB1	38LB1	38LB1	
Mode/SFC (MH) or Modality (SA)	60/78	60/78	60/78	
Service Description	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/20-06/30/21	01/01/21-06/31/21	07/01/20-12/31/20	TOTAL
FUNDING USES				
Salaries	1,712,890	85,614	85,614	1,884,117
Employee Benefits	479,609	23,972	23,972	527,553
Operating Expenses	441,571	18,677	18,677	478,925
Subtotal Direct Expenses	2,634,070	128,263	128,263	2,890,595
Indirect Expenses	395,110	19,237	19,237	433,585
TOTAL FUNDING USES	3,029,180	147,500	147,500	3,324,180
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity	15.0%	15.0%	15.0%
MH Long Term Care Transition	240645-10000-10026703-0001	2,900,000		2,900,000
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	129,180	147,500	276,680
MH State Grant HMIOT	251984-10001-10034309-0001		-	147,500
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		3,029,180	147,500	3,324,180
TOTAL DPH FUNDING SOURCES		3,029,180	147,500	3,324,180
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		3,029,180	147,500	3,324,180
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)	28	-	-	
Payment Method	Fee-For-Service (FFS)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	10,628	518	518	
Unit Type	Client Day	Client Day	Client Day	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 285.02	\$ 285.02	\$ 285.02	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 285.02	\$ 285.02	\$ 285.02	
Published Rate (Medi-Cal Providers Only)	N/A	N/A	N/A	Total UDC
Unduplicated Clients (UDC)	504	N/A	N/A	505

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Hummingbird Place
 Program Code: 38LB1

Appendix #: B-1
 Page #: 3
 Fiscal Year: 2020-2021
 FN Date: 12/09/20

	TOTAL		240645-10000-10026703-0001		251984-10000-10001792-0001		251984-10001-10034309-0001	
Term (mm/dd/yy-mm/dd/yy):	07/01/20-6/30/21		07/01/20-06/30/2021		01/01/21-06/31/21		07/01/20-12/31/20	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Project Director	1.01	130,000	0.99	127,400	0.01	\$ 1,300.00	0.01	\$ 1,300
Chief Clinical Officer	0.15	42,900	0.14	38,610	0.01	\$ 2,145.00	0.01	\$ 2,145
Assistant Program Director	2.01	175,585	1.99	173,830	0.01	\$ 877.50	0.01	\$ 878
Residential Counselor	23.00	977,500	23.00	977,500				
Program Assistant	1.03	69,000	0.98	65,550	0.03	\$ 1,725.00	0.03	\$ 1,725
Quality Improvement Manager	1.00	100,000	1.00	100,000				
Quality Improvement Specialist	2.00	150,000	2.00	150,000				
Quality Improvement Data Specialist	1.00	80,000	1.00	80,000				
Peer Counselors	3.75	159,132	0	-	1.88	79,566	1.88	\$ 79,566
Totals:	34.94	1,884,117	31.09	1,712,890	1.93	85,614	1.93	85,614
Employee Fringe Benefits:	28.00%	527,553	28.00%	\$ 479,609	28.00%	\$ 23,972	28.00%	\$ 23,972
TOTAL SALARIES & BENEFITS		2,411,671		\$ 2,192,499		\$ 109,586		\$ 109,586

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Hummingbird Place
 Program Code: 38LB1

Appendix #: B-1
 Page #: 4
 Fiscal Year: 2020-2021
 FN Date: 12/9/2020
 HMIOT Grant

Expense Categories & Line Items	TOTAL	240645-10000-10026703-0001	251984-10000-10001792-0001	251984-10001-10034309-0001
Term (mm/dd/yy-mm/dd/yy):	07/01/2010-6/30/21	07/01/2010-6/30/21	01/01/21-06/31/21	07/01/21-12/31/20
Utilities(telephone, electricity, water, gas)	5,266	5,266	-	-
Building Repair/Maintenance	5,250	5,250	-	-
Occupancy Total:	10,516	10,516	-	-
Office Supplies	14,785	13,500	643	643
Photocopying	246	246	-	-
Program Supplies	3,688	3,260	214	214
Household Supplies (Toilet paper, cleaning products, etc)	33,062	30,062	1,500	1,500
Medical Supplies	11,746	10,646	550	550
Materials & Supplies Total:	63,527	57,714	2,907	2,907
Training/Staff Development	6,268	6,268	-	-
Insurance	31,834	28,334	1,750	1,750
Advertising Expenses	7,622	6,931	346	346
Employment Clearance	3,802	3,352	225	225
Equipment Lease & Maintenance	3,599	3,599	-	-
Van Lease & Maintenance	7,904	7,904	-	-
General Operating Total:	61,029	56,388	2,321	2,321
Local Travel	1,201	1,201	-	-
Staff Travel Total:	1,201	1,201	-	-
Dr. Tamsin Levy - Contractor, Medical Professional Service (20hrs /wk*\$120.78/hr*~52 wk)	125,610	125,610	-	-
Carol Ferguson, Contractor, Medical Professional Service (20hrs /wk*\$76.44/hr*~52 wk)	79,500	79,500	-	-
Class A Networks, LLC - Computer Services (~3.35 hrs/mo. x \$110.00/hr. x 12mo.)	4,424	4,424	-	-
Wipfli LLP/HFS Consultants - Contractor, Staff training (\$250/hour x ~100 hours)	25,000	-	12,500	12,500
Consultant/Subcontractor Total:	234,534	209,534	12,500	12,500
Client Food (lunch and dinner)	106,865	104,968	949	949
Client Transportation (taxi vouchers)	1,250	1,250	-	-
	-	-	-	-
Other Total:	108,115	106,218	949	949
TOTAL OPERATING EXPENSE	478,922	441,571	18,677	18,677

Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: Baker Places Inc. B: Total
 Contract #: 1000012788 Fiscal Year: 20-21
 FN Date: 12/9/20

1. SALARIES & BENEFITS

		HummingBird
Position Title	FTE	Total
Human Resources Director	0.17	20,020
Controller	0.17	20,510
Accounting & Payroll Staff	0.85	63,072
Data/Claims Manager	0.07	4,558
HR Staff	0.34	27,304
Office Manager	0.08	4,732
Director of Property Management	0.04	6,484
Subtotal:		1.72 146,680
Employee Fringe Benefits:		28% 41,345
Total Salaries and Benefits:		188,025

2. OPERATING COSTS

Expense line item:	Total
30 - Legal Fees	6,097
40 - Professional Services (financial consultant, web designer, 403B management firm,	8,698
50 - Mangement Service Fees	142,715
10 - Supplies	1,246
30 - Telephone & Telecommunications	141
40 - Postage, Shipping, Delivery	39
50 - Mailing Services	11
60 - Equipment, Furniture Rental	848
65 - Equipment Maintenance	32
70 - Printing & Copying	72
80 - Dues, Subscriptions	67
10 - Rent & Other Occupancy	80,841
11 - Parking	48
40 - License/Permit Fees	137
20 - Insurance, Non-employee	1,079
30 - Membership Dues	69
40 - Staff Development, Training	502
60 - Outside Computer Services	342
80 - Advertising Expenses	36
90 - Bank Fees - nominal fees: ADP Payroll fees and client analysis service charges	2,538
Total Operating Costs	\$ 245,560

Total Indirect Costs (Salaries & Benefits + Operating Costs)	\$ 433,585
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Appendix F

(Invoice)

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Contract ID#
100012788

Contractor: Baker Places Inc. - HummingBird

Address: 1000 Brannan St., Ste. 401, San Francisco CA 94103

Tel No.: (415) 864-4655
Fax No.: (415) 626-2398

Funding Term: 07/01/2020 - 02/28/2021

PHP Division: Behavioral Health Services

BHS

INVOICE NUMBER: M03 JL 20
Ct. Blanket No.: BPHM N/A
User Cd
Ct. PO No.: POHM SFGOV-0000453076
Fund Source: MH Long Term Care Transition
Invoice Period: July 2020
Final Invoice: (Check if Yes)

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 Hummingbird Place PC# - 38LB1 240645-10000-10026703-0001												
60/78 SS-Other Non-Medical Client Support Exp	10,175.000				\$ 285.02	\$ -	0.000		0.00%			10,175.000
TOTAL	10,175.00		0.000				0.000		0.00%			10,175.000
	Budget Amount		\$ 2,900,000.00				Expenses To Date		% of Budget		Remaining Budget	
							\$ -		0.00%		\$ 2,900,000.00	
							NOTES:					

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

Signature: _____ Date: _____
Title: _____

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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#
1000012788

Contractor: Baker Places Inc. - HummingBird

Address: 1000 Brannan St., Ste. 401, San Francisco CA 94103

Tel No.: (415) ☎ Tel No.: (415) 864-4655
Fax No.: (415) Fax No.: (415) 626-2398



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

PHP Division: Behavioral Health Services

INVOICE NUMBER:	M06 JA 21
Ct. Blanket No.: BPHM	N/A
	User Cd
Ct. PO No.: POHM	SFGOV-0000453076
Fund Source:	MH County Adult-General Fund
Invoice Period:	January 2021
Final Invoice:	(Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Hummingbird Place PC# 38LB1 - 251984-10000-10001792-0001												
60/ 78 SS-Other Non-MediCalClient Support Exp	518				-	-	0%	#DIV/0!	518	-	100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 85,614.00	\$ -	\$ -	0.00%	\$ 85,614.00
Fringe Benefits	\$ 23,972.00	\$ -	\$ -	0.00%	\$ 23,972.00
Total Personnel Expenses	\$ 109,586.00	\$ -	\$ -	0.00%	\$ 109,586.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ 2,907.00	\$ -	\$ -	0.00%	\$ 2,907.00
General Operating	\$ 2,321.00	\$ -	\$ -	0.00%	\$ 2,321.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ 12,500.00	\$ -	\$ -	0.00%	\$ 12,500.00
Other: Client Food	\$ 949.00	\$ -	\$ -	0.00%	\$ 949.00
Total Operating Expenses	\$ 18,677.00	\$ -	\$ -	0.00%	\$ 18,677.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 128,263.00	\$ -	\$ -	0.00%	\$ 128,263.00
Indirect Expenses	\$ 19,237.00	\$ -	\$ -	0.00%	\$ 19,237.00
TOTAL EXPENSES	\$ 147,500.00	\$ -	\$ -	0.00%	\$ 147,500.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____
Printed Name: _____
Title: _____

Date: _____
Phone: _____

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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Contract ID#

1000012788

Invoice Number

M06	JA	21
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User Cd

CT PO No.

Contractor: Baker Places Inc. - HummingBird

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Project Director	0.01	\$ 1,300.00	\$ -	\$ -	0.00%	\$ 1,300.00
Chief Clinical Officer	0.01	\$ 2,145.00	\$ -	\$ -	0.00%	\$ 2,145.00
Assistant Program Director	0.01	\$ 878.00	\$ -	\$ -	0.00%	\$ 878.00
Program Assistant	0.03	\$ 1,725.00	\$ -	\$ -	0.00%	\$ 1,725.00
Peer Counselors	1.88	\$ 79,566.00	\$ -	\$ -	0.00%	\$ 79,566.00
TOTAL SALARIES	1.94	\$ 85,614.00	\$ -	\$ -	0.00%	0.00%

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

Appendix F
PAGE A

Contract ID#
1000012788

Contractor: Baker Places Inc. - HummingBird

Address: 1000 Brannan St., Ste. 401, San Francisco CA 94103

Tel No.: (415) Tel No.: (415) 864-4655
Fax No.: (415) Fax No.: (415) 626-2398

BHS

Funding Term: 07/01/2020 - 12/31/2020

PHP Division: Behavioral Health Services

INVOICE NUMBER:	M08 JL 20
Ct. Blanket No.: BPHM	N/A
	User Cd
Ct. PO No.: POHM	SFGOV-0000453076
Fund Source:	MH State Grant HMIOT
Invoice Period:	July 2020
Final Invoice:	(Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Hummingbird Place PC# 38LB1 - 251984-10001-10034309-0001												
60/ 78 SS-Other Non-MediCalClient Support Exp	518				-	-	0%	#DIV/0!	518	-	100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 85,614.00	\$ -	\$ -	0.00%	\$ 85,614.00
Fringe Benefits	\$ 23,972.00	\$ -	\$ -	0.00%	\$ 23,972.00
Total Personnel Expenses	\$ 109,586.00	\$ -	\$ -	0.00%	\$ 109,586.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ 2,907.00	\$ -	\$ -	0.00%	\$ 2,907.00
General Operating	\$ 2,321.00	\$ -	\$ -	0.00%	\$ 2,321.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ 12,500.00	\$ -	\$ -	0.00%	\$ 12,500.00
Other: Client Food	\$ 949.00	\$ -	\$ -	0.00%	\$ 949.00
Total Operating Expenses	\$ 18,677.00	\$ -	\$ -	0.00%	\$ 18,677.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 128,263.00	\$ -	\$ -	0.00%	\$ 128,263.00
Indirect Expenses	\$ 19,237.00	\$ -	\$ -	0.00%	\$ 19,237.00
TOTAL EXPENSES	\$ 147,500.00	\$ -	\$ -	0.00%	\$ 147,500.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Contract ID#

1000012788

Invoice Number

M08 JL 20

User Cd

CT PO No.

Contractor: Baker Places Inc. - HummingBird

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Project Director	0.01	\$ 1,300.00	\$ -	\$ -	0.00%	\$ 1,300.00
Chief Clinical Officer	0.01	\$ 2,145.00	\$ -	\$ -	0.00%	\$ 2,145.00
Assistant Program Director	0.01	\$ 878.00	\$ -	\$ -	0.00%	\$ 878.00
Program Assistant	0.03	\$ 1,725.00	\$ -	\$ -	0.00%	\$ 1,725.00
Peer Counselors	1.88	\$ 79,566.00	\$ -	\$ -	0.00%	\$ 79,566.00
TOTAL SALARIES	1.94	\$ 85,614.00	\$ -	\$ -	0.00%	0.00%

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Contract ID#
1000012788

INVOICE NUMBER: M09 JL 20

Contractor: Baker Places Inc. - HummingBird

BHS

Ct. Blanket No.: BPHM N/A

Address: 1000 Brannan St., Ste. 401, San Francisco CA 94103

User Cd

Tel No.: (415) 864-4655
Fax No.: (415) 626-2398

Ct. PO No.: POHM SFGOV-0000453076

Fund Source: MH County Adult - General Fund

Funding Term: 07/01/2020 - 06/20/2021

Invoice Period: July 2020

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 Hummingbird Place PC# - 38LB1 251984-10000-10001792-0001												
60/78 SS-Other Non-Medical Client Support Exp	453.000		0.000		\$ 285.02	\$ -	0.000		0.00%		453.000	
TOTAL	453.00		0.000				0.000		0.00%		453.000	

Budget Amount	Expenses To Date	% of Budget	Remaining Budget
\$ 129,180.00	\$ -	0.00%	\$ 129,180.00

SUBTOTAL AMOUNT DUE	\$ -	NOTES:
Less: Initial Payment Recovery		
(For DPH Use) Other Adjustments		
NET REIMBURSEMENT	\$ -	

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

Signature: _____ Date: _____

Title: _____

Send to:
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1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date