

File No. 210345

Committee Item No. 3

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date May 12, 2021

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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|-------------------------------------|--------------------------|----------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU                                          |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
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Completed by: Linda Wong Date May 7, 2021

Completed by: Linda Wong Date \_\_\_\_\_

1 [Contract Amendment - Baker Places - Behavioral Health Respite Services - Not to  
2 Exceed \$27,233,566]

3 **Resolution approving Amendment No. 2 to the agreement between the Baker Places**  
4 **and the Department of Public Health for behavioral health respite services, to increase**  
5 **the agreement amount by \$17,263,699 for an amount not to exceed \$27,233,566; and to**  
6 **extend the term by five years from July 1, 2021, for a total agreement term of January 1,**  
7 **2019, through June 30, 2026.**

8  
9 WHEREAS, The Department of Public Health's (DPH's) Behavioral Health Services  
10 (BHS) selected Baker Places (Baker) in August 2018 through a Request For Proposals to  
11 provide for Behavioral Health Respite Center services, subsequently making a contract with  
12 Baker for these services for the period of January 1, 2019, through February 28, 2021, with an  
13 Amendment No. 1 extending the term through June 30, 2021, for a total contract amount not  
14 to exceed \$9,969,867; and

15 WHEREAS, The Department now wishes to extend the term of the agreement by five  
16 years, through June 30, 2026, and to increase the contract by \$17,263,699, for a total contract  
17 amount not to exceed \$27,233,566; and

18 WHEREAS, Under this agreement, Baker's Hummingbird Place Respite program  
19 reduces BHS clients' utilization of crisis and inpatient services through an integrated social  
20 rehabilitation, trauma-informed and harm-reduction model that supports clients in all aspects  
21 of their recovery, targeting adult clients who are often homeless, repeatedly use crisis-level  
22 services and regularly use multiple care systems; now, therefore, be it

23 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
24 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the  
25 City and County of San Francisco, to execute Amendment No. 2 to the agreement with Baker



1 Places for behavioral health respite services, to increase the agreement amount by  
2 \$17,263,699, for an amount not to exceed \$27,233,566; and to extend the term by five years,  
3 from July 1, 2021, for a total agreement term of January 1, 2019, through June 30, 2026; and,  
4 be it

5 FURTHER RESOLVED, That the Board of Supervisors authorizes the  
6 Department of Public Health to enter into any amendments or modifications to the  
7 contract, prior to its final execution by all parties, that the Department determines, in  
8 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
9 materially increase the obligations or liabilities of the City, are necessary or advisable to  
10 effectuate the purposes of the contract, and are in compliance with all applicable laws;  
11 and, be it

12 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
13 by all parties, the Director of Health and/or the Director of the Office of Contract  
14 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for  
15 inclusion into the official File No. 210345.

16  
17 RECOMMENDED:

18  
19 /s/  
20 Dr. Grant Colfax  
21 Director of Health  
22  
23  
24  
25

<b>Item 3</b> <b>File 21-0345</b>	<b>Department:</b> Department of Public Health
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution approves the second amendment to the contract between the Department of Public Health and Baker Places for the administration of Hummingbird Place Respite Program, (a) extending the contract by five years from June 30, 2021 to June 30, 2026, for a total contract term of 7.5 years, and (b) increasing the amount by \$17,263,699 (from \$9,969,867) for a total not to exceed amount of \$27,233,566.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>Baker Places is a San Francisco-based nonprofit which provides residential treatment services to people with mental health, substance abuse and HIV/AIDS-related issues. Baker Places currently operates the Hummingbird Place Psychiatric Respite Program, a 29-bed overnight facility that provides short-term care and stabilization for adult residents of San Francisco who are often homeless and who repeatedly use crisis-level services.</li> <li>In January 2019, DPH entered into a contract with Baker Places for an approximately two-year period from January 1, 2019 through February 28, 2021 for a total not to exceed amount of \$9,969,867. The total contract awarded is for administration of the Hummingbird Place Respite Program. The proposed amendment would extend funding for the Hummingbird Place Respite Program for the five-year period from June 30, 2021 through June 30, 2026.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The contract amount of \$27.2 million includes actual and projected contract spending from February 28, 2021 to June 30, 2021 of \$9.3 million, and a contract amendment budget of \$17.9 million. The contract amendment budget is \$3.3 million per year in FY 2021-22 through FY 2025-26, totaling \$16.6 million plus a contingency of \$1.3 million, totaling \$17.9 million over the extended five-year term.</li> <li>For FY 2020-21, approximately 92 percent of the contract budget comes from State Mental Health Services Act funding and the remaining 8 percent comes from the General Fund.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND****Baker Places and the Hummingbird Place Psychiatric Respite Program**

Baker Places is a San Francisco-based nonprofit which provides residential treatment services to people with mental health, substance abuse and HIV/AIDS-related issues. Baker Places currently operates the Hummingbird Place Psychiatric Respite Program, a 29-bed overnight facility that provides short-term care and stabilization for adult residents of San Francisco who are often homeless and who repeatedly use crisis-level services.

**RFP for Behavioral Health Respite Center**

In August 2018, the Department of Public Health (DPH) issued Request for Proposals (RFP) for a Behavioral Health Respite Center with both day drop in and overnight services and support. Baker Places was the only organization to respond to this RFP. Their proposal was assessed by a panel of City employees and nonprofit staff and was scored based on experience providing psychiatric care services in San Francisco, expertise, and practical experience in working with the San Francisco Public Health Care services system, sufficient cultural competence with the target population, and existing behavioral health partnerships.<sup>1</sup> Baker Places achieved a total score of 148.8 out of 160 points possible. In October 2018, the Department selected Baker Places to provide these services for an approximate three-year period, from January 1, 2019 through February 28, 2021 for a total not to exceed amount of \$9,969,867. The RFP states that the selected service provider would be awarded an initial contract term of five years. According to Ms. Michelle Ruggels, Director of the Department of Public Health Business Office, the initial five-year term advertised in the RFP was not followed because the program, which was a new program model for the City, was considered a pilot.

**Contract History**

In January 2019, DPH entered into a contract with Baker Places for an approximately two-year period from January 1, 2019 through February 28, 2021 for a total not to exceed amount of \$9,969,867. The total contract awarded is for administration of the Hummingbird Place Respite Program.

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<sup>1</sup> Selection Panel members include: The Medical Director of Psychiatric Emergency Services at Zuckerberg San Francisco General Hospital, Program Director/Intake Coordinator at UCSF Citywide Focus, Deputy Public Defender with the Office of the Public Defender's Mental Health Unit, Coordinator for Placement Support at DPH, and two nonprofit Directors.

In December 2020, DPH entered into the first amendment to the contract with Baker Places, extending the term by four months for a 2.5-year total period from January 1, 2019 through June 30, 2021 with no change in the not-to-exceed amount of \$9,969,867.

### Contract Monitoring

According to the program monitoring report for FY 2018-19, Baker Places received an overall program score of “exceeds expectations” for administration of the Hummingbird Place Respite Program. While a monitoring report was prepared for FY 2019-20 describing the service delivery and compliance requirements, the Department did not assign rating scores due to the impact of COVID. The contractor did meet their service objectives for unduplicated clients.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves the second amendment to the contract between the Department of Public Health and Baker Places for the administration of Hummingbird Place Respite Program, (a) extending the contract by five years from June 30, 2021 to June 30, 2026, for a total contract term of 7.5 years, and (b) increasing the amount by \$17,263,699 (from \$9,969,867) for a total not to exceed amount of \$27,233,566.

### **Services Provided**

The additional \$17.3 million would extend funding for the Hummingbird Place Respite Program for the five-year period from June 30, 2021 through June 30, 2026. As noted above, the Hummingbird Place Respite Program is an up to 29-bed capacity overnight facility that provides psychiatric care to adult residents of San Francisco who are often homeless and are high users of multiple systems and those who repeatedly use crisis-level services. Patients are referred to the program primarily from Psychiatric Emergency Services (PES), acute inpatient units, and community behavioral health programs.

The program is designed to serve as 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. Through FY 2020-21, the program will serve an estimated 505 unique clients. The average patient stay is approximately 17 days.

## FISCAL IMPACT

Actual and projected contract spending from February 28, 2021 to June 30, 2021 is \$9,334,610, as shown in Table 1 below. The proposed amendment would result in a total increase of approximately \$17.3 million for the next five years, for a total contract cost of \$27,233,566 and length of 7.5 years. For July 2021 through June 2026, the program budget is \$3,324,180 per year. The modifications to the program budget are shown below.

**Table 1. Baker Places Contract Budget for January 2019 through June 2026**

<b>Actual and Projected Spending</b>	
FY 2018-19 (Jan to June)	\$2,098,333
FY 2019-20	3,912,097
FY 2020-21	3,324,180
Subtotal	\$9,334,610
<b>Amendment Budget</b>	
FY 2021-22	\$3,324,180
FY 2022-23	3,324,180
FY 2023-24	3,324,180
FY 2024-25	3,324,180
FY 2025-26	3,324,180
Subtotal	\$16,620,900
Contingency (7.7%)	1,278,056
Subtotal	\$17,898,956
<b>Total</b>	<b>\$27,233,566</b>

Source: DPH and Proposed Amendment

The Hummingbird Place Annual Program Budget for FY 2021-22 through FY 2025-26 is shown in Table 2 below.

**Table 2. Hummingbird Place Program Annual Budget for FY 2021-22 through FY 2025-26**

<b>Uses</b>	<b>Total</b>	<b>Percent of Total</b>
Salaries & Benefits	\$2,411,670	73%
Operating Expenses	478,925	14%
<i>Indirect Expenses</i>	<i>433,585</i>	<i>13%</i>
<b>Total Uses</b>	<b>\$3,324,180</b>	<b>100%</b>

Source: Department of Public Health

\$2.4 million (73 percent) of the total budget will be used to fund approximately 35 full-time employees, \$478,925 will be used towards operating expenses, including building maintenance and utilities, household and medical supplies, insurance, and other costs, and \$433,585 is reserved for indirect costs.

For FY 2020-21, approximately 92 percent of the contract budget comes from State Mental Health Services Act funding and the remaining 8 percent comes from the General Fund.

## RECOMMENDATION

Approve the proposed resolution.

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

**Second Amendment**

THIS AMENDMENT (this "Amendment") is made as of **January 1, 2021** 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 and increase the contract amount; 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 6<sup>th</sup>, 2020.

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved Resolution number \_\_\_\_\_ on \_\_\_\_\_.

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 First Amendment dated December 1, 2020 and this Second Amendment dated January 1, 2021.

**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** **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 June 30, 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, 2026, unless earlier terminated as otherwise provided herein.

**2.2** **Payment.** *Section 3.3.1 Payment of the Agreement currently 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 Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate 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 **Twenty Seven Million Two Hundred Thirty Three Thousand Five Hundred Sixty Six Dollars (\$27,233,566)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

***The Appendices listed below are Amended as follows:***

**2.3** Appendix(ces) A: Appendix A and A-1 date 12/01/2020 (i.e., December 1, 2020) for FY 2020-21 are deleted and Appendix A and A-1 date 01/01/2021 (i.e., January 1, 2021) for FY 2020-21 are hereby added, substituted and incorporated by reference.

**2.4** Appendix(ces) B: Appendix B and B-1 date 12/01/2020 (i.e., December 1, 2020) for FY 2020-21 are deleted and Appendix B and B-1 date 01/01/2021 (i.e., January 1, 2021) for FY 2020-21 are hereby added, substituted and incorporated by reference.

**2.5** Appendix F: Invoices Templates corresponding with this FY 20-21 Second 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**

Recommended by:

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

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Louise S. Simpson  
Deputy City Attorney  
Date

Approved:

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

**CONTRACTOR**

**Baker Places, Incorporated**

\_\_\_\_\_  
Brett Andrews  
Chief Executive Officer  
1000 Brannan Street, Suite 401  
San Francisco, CA 94103  
Date 3/29/21

Supplier ID: 0000024757

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

**1. Terms**

- |                                                                       |                                                                       |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| 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                                         | <b>2. Description of Services</b>                                     |
| L. Client Fees and Third Party Revenue                                | <b>3. Services Provided by Attorneys</b>                              |
| 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.

1/1/2021

(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.

<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> The Hummingbird Place	<b>Contract Term:</b> 7/1/20-6/30/21
	<b>Funding Source:</b> 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

<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> The Hummingbird Place	<b>Contract Term:</b> 7/1/20-6/30/21
	<b>Funding Source:</b> 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.



<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
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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)**

<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
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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.

<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
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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

<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
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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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 30<sup>th</sup> 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 **Twenty Seven Million Two Hundred Thirty Three Thousand Five Hundred Sixty Six Dollars (\$27,233,566)** for the period of January 1<sup>st</sup>, 2019; through June 30, 2026.

CONTRACTOR understands that, of this maximum dollar obligation, **\$2,393, 410** 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.

January 1, 2019 through June 30, 2019	2,098,333
(Un-spend Funding for 2018-19)	(1,115,354)
July 1, 2019 through June 30, 2020	3,912,097
July 1, 2020 through June 30, 2021	3,324,180
July 1, 2021 through June 30, 2022	3,324,180
July 1, 2022 through June 30, 2023	3,324,180
July 1, 2023 through June 30, 2024	3,324,180
July 1, 2024 through June 30, 2025	3,324,180
July 1, 2025 through June 30, 2026	3,324,180
<b>Subtotal - January 1, 2019 through June 30, 2026</b>	<b>24,840,156</b>
Contingency	<u>2,393,410</u>
<b>Total - January 1, 2019 through June 30, 2026</b>	<b>27,233,566</b>

- (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		<b>FN1</b>
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		<b>TOTAL</b>
<b>FUNDING USES</b>			
Salaries	\$ 1,884,117		\$ 1,884,117
Employee Benefits	\$ 527,553		\$ 527,553
<b>Subtotal Salaries &amp; Employee Benefits</b>	\$ 2,411,670		\$ 2,411,670
Operating Expenses	\$ 478,925		\$ 478,925
<b>Subtotal Direct Expenses</b>	\$ 2,890,595		\$ 2,890,595
Indirect Expenses	\$ 433,585		\$ 433,585
Indirect %	15.0%		15.0%
<b>TOTAL FUNDING USES</b>	\$ 3,324,180		\$ 3,324,180
	Employee Fringe Benefits %		28%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>			
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
			\$ -
			\$ -
			\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	\$ 3,324,180	\$ -	\$ 3,324,180
<b>TOTAL DPH FUNDING SOURCES</b>	\$ 3,324,180	\$ -	\$ 3,324,180
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	\$ 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) 00339		Appendix # B-1		
Provider Name Baker Places, Inc.		Page # 2		
Provider Number 38LB		Fiscal Year 2020-2021		
		FN Date 12/09/20		
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	<b>TOTAL</b>
<b>FUNDING USES</b>				
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
<b>Subtotal Direct Expenses</b>	<b>2,634,070</b>	<b>128,263</b>	<b>128,263</b>	<b>2,890,595</b>
Indirect Expenses	395,110	19,237	19,237	433,585
<b>TOTAL FUNDING USES</b>	<b>3,029,180</b>	<b>147,500</b>	<b>147,500</b>	<b>3,324,180</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>	15.0%	15.0%	15%
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
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>3,029,180</b>	<b>147,500</b>	<b>3,324,180</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>3,029,180</b>	<b>147,500</b>	<b>3,324,180</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>3,029,180</b>	<b>147,500</b>	<b>3,324,180</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>				
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	<b>Total UDC</b>
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

HMIOT Grant

	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
<b>Totals:</b>	<b>34.94</b>	<b>1,884,117</b>	<b>31.09</b>	<b>1,712,890</b>	<b>1.93</b>	<b>85,614</b>	<b>1.93</b>	<b>85,614</b>
		-						
<b>Employee Fringe Benefits:</b>	<b>28.00%</b>	<b>527,553</b>	<b>28.00%</b>	<b>\$ 479,609</b>	<b>28.00%</b>	<b>\$ 23,972</b>	<b>28.00%</b>	<b>\$ 23,972</b>
		-						
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>2,411,671</b>		<b>\$ 2,192,499</b>		<b>\$ 109,586</b>		<b>\$ 109,586</b>

**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
<b>Term (mm/dd/yy-mm/dd/yy):</b>	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	-	-
<b>Occupancy Total:</b>	<b>10,516</b>	<b>10,516</b>	-	-
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
<b>Materials &amp; Supplies Total:</b>	<b>63,527</b>	<b>57,714</b>	<b>2,907</b>	<b>2,907</b>
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	-	-
<b>General Operating Total:</b>	<b>61,029</b>	<b>56,388</b>	<b>2,321</b>	<b>2,321</b>
Local Travel	1,201	1,201	-	-
<b>Staff Travel Total:</b>	<b>1,201</b>	<b>1,201</b>	-	-
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
<b>Consultant/Subcontractor Total:</b>	<b>234,534</b>	<b>209,534</b>	<b>12,500</b>	<b>12,500</b>
Client Food (lunch and dinner)	106,865	104,968	949	949
Client Transportation (taxi vouchers)	1,250	1,250	-	-
	-	-	-	-
<b>Other Total:</b>	<b>108,115</b>	<b>106,218</b>	<b>949</b>	<b>949</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>478,922</b>	<b>441,571</b>	<b>18,677</b>	<b>18,677</b>

### 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

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
<b>Total Salaries and Benefits:</b>			<b>188,025</b>

#### 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
<b>Total Operating Costs</b>	<b>\$ 245,560</b>

<b>Total Indirect Costs (Salaries &amp; Benefits + Operating Costs)</b>	<b>\$ 433,585</b>
-------------------------------------------------------------------------	-------------------

**Appendix F**

**(Invoice)**

Appendix F  
PAGE A

1000012788

Final Invoice:	(Check if Yes)
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PHP Division: Behavioral Health Services

# BHS

\*Unduplicated Counts for AIDS Use Only.



**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) 664-4655  
Fax No.: (415) 626-2398

**BHS**

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

PHP Division: Behavioral Health Services

INVOICE NUMBER:	M06 JA 21
Ct. Blanket No.: BPHM	N/A
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>B-1 Hummingbird Place PC# 38LB1 - 251984-10000-10001792-0001</b>												
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
<b>Total Personnel Expenses</b>	\$ 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
<b>Total Operating Expenses</b>	\$ 18,677.00	\$ -	\$ -	0.00%	\$ 18,677.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 128,263.00	\$ -	\$ -	0.00%	\$ 128,263.00
<b>Indirect Expenses</b>	\$ 19,237.00	\$ -	\$ -	0.00%	\$ 19,237.00
<b>TOTAL EXPENSES</b>	\$ 147,500.00	\$ -	\$ -	0.00%	\$ 147,500.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

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

Appendix F  
PAGE B

Contract ID#

1000012788

Invoice Number

M06 JA 21

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
<b>TOTAL SALARIES</b>	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) 864-4655  
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>B-1 Hummingbird Place PC# 38LB1 - 251984-10001-10034309-0001</b>												
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
<b>Total Personnel Expenses</b>	\$ 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
<b>Total Operating Expenses</b>	\$ 18,677.00	\$ -	\$ -	0.00%	\$ 18,677.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 128,263.00	\$ -	\$ -	0.00%	\$ 128,263.00
<b>Indirect Expenses</b>	\$ 19,237.00	\$ -	\$ -	0.00%	\$ 19,237.00
<b>TOTAL EXPENSES</b>	\$ 147,500.00	\$ -	\$ -	0.00%	\$ 147,500.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>	\$ -				

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**

Appendix F  
PAGE B

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
<b>TOTAL SALARIES</b>	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

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 - 06/20/2021

PHP Division: Behavioral Health Services

**BHS**

INVOICE NUMBER: M09 JL 20

Ct. Blanket No.: BPHM N/A

Ct. PO No.: POHM SFGOV-0000453076

Fund Source: MH County Adult - General Fund

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		Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL	Remaining Deliverables		
Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)				UOS	CLIENTS			UOS	CLIENTS		UOS	CLIENTS	UOS
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			\$ 129,180.00			Expenses To Date		% of Budget		Remaining Budget	
								\$ -		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:**

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

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and  
Baker Places, Incorporated**

This Agreement is made this 1<sup>st</sup> day of January 2019, in the City and County of San Francisco, State of California, by and between **Baker Places, Incorporated**, 1000 Brannan Street, Suite 401, San Francisco, CA 94103 ("Contractor") and City.

**Recitals**

WHEREAS, the Department of Public Health, Community Behavioral Health Services, ("Department") wishes to secure community based mental health services; and,

WHEREAS, services in this Agreement were procured competitively as required by San Francisco Administrative Code Chapter 21.1 through multiple Request for Proposals ("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, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 49689-17/18 on November 20<sup>th</sup>, 2017;

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

1.1      "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2      "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and Department of Public Health."

1.3      "CMD" means the Contract Monitoring Division of the City.

1.4      "Contractor" or "Consultant" means **Baker Places, Incorporated**, 1000 Brannan Street, Suite 401, San Francisco, CA 94103

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

## **Article 2 Term of the Agreement**

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.

## **Article 3 Financial Matters**

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.**

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate 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 Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.3.5 Reserved. (LBE Payment and Utilization Tracking System)**

**3.3.6 Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

**3.3.7 Grant Funded Contracts.**



(a) Disallowance. If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

If Contractor expends less than \$750,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

3.4.3 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely

by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**3.6 Reserved. (Payment of Prevailing Wages)**

**Article 4 Services and Resources**

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

**4.2 Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

**4.3 Subcontracting.**

**4.3.1** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

**4.3.2** City's execution of this Agreement constitutes its approval of the subcontractor listed in Appendix B-DPH 4: Operating Expense Detail.

**4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.**

**4.4.1 Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5           **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6           **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7           **Reserved. Liquidated Damages.**

## **Article 5      Insurance and Indemnity**

### **5.1            Insurance.**

5.1.1   **Required Coverages.** 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 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.

5.1.2    Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a)        Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b)        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 insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3    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."

5.1.4    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.

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 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.

5.1.9 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.

**5.2 Indemnification.** 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.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

## **Article 6      Liability of the Parties**

**6.1            Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

**6.2            Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

**6.3            Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

## **Article 7      Payment of Taxes**

**7.1** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

**7.2** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.



8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

**8.2 Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and

(ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

#### 8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

### **Article 9 Rights In Deliverables**

9.1                   **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2                   **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

## **Article 10      Additional Requirements Incorporated by Reference**

10.1                  **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/)

10.2                  **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3                  **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4                  **Reserved.**

10.5                  **Nondiscrimination Requirements**

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco

Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

**10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

**10.7 Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

**10.9 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**10.10 Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code,

which prohibits any person who contracts with 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, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. 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 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**10.12 Reserved. (Slavery Era Disclosure)**

**10.13 Working with Minors.** In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

**10.14 Consideration of Criminal History in Hiring and Employment Decisions**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective

employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

**10.15 Public Access to Nonprofit Records and Meetings.** If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

**10.16 Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

**10.17 Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will 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.

**10.18 Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**Reserved. (Preservative Treated Wood Products)**

## **Article 11 General Provisions**

**11.1 Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To CITY: Office of Contract Management and  
Compliance  
Department of Public Health

1380 Howard Street, Room 419  
San Francisco, California 94103

FAX: (415) 252-3088  
e-mail: ada.ling@sfdph.org

And: James Stroh, Program Manager  
Contract Development & Technical  
Assistance

Department of Public Health  
1380 Howard Street, 5/F  
San Francisco, California 94103

FAX: (415) 255-3567  
e-mail: James.stroh@sfdph.org

To CONTRACTOR: Brett Andrews  
1000 Brannan Street, Suite 401  
San Francisco, CA 94103

Phone: (415)864-4655  
e-mail: BrettA@positiveresource.org



Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

**11.2 Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

**11.3 Reserved.**

**11.4 Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

**11.5 Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

**11.6 Dispute Resolution Procedure.**

**11.6.1 Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

**11.6.2 Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

**11.6.3 Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.

**11.7 Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**11.8 Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**11.9 Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

**11.10 Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**11.11 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**11.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**11.13 Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, any RFPs, and Contractor's proposal(s). Any RFPs and Contractor's proposal(s) are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

## **Article 12 Department Specific Terms**

### **12.1 Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

### **12.2 Certification Regarding Lobbying.**

CONTRACTOR certifies to the best of its knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the



entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

C. CONTRACTOR shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **12.3 Materials Review.**

CONTRACTOR agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. CONTRACTOR agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. CITY agrees to conduct the review in a manner which does not impose unreasonable delays on CONTRACTOR'S work, which may include review by members of target communities.

### **12.4 Emergency Response.**

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. 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 site. 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.

## **Article 13 Data and Security**

### **13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

**13.2 Reserved. (Payment Card Industry ("PCI") Requirements.**

**13.3 Business Associate Agreement.**

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

**The parties acknowledge that CONTRACTOR will:**

1. ☒ Do at least one or more of the following:
- A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
  - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
  - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

**FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:**

- a. **Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)**
  - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
  - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**

Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

Appendix E and attestations are not required.

**This option requires review and approval from the Office of Compliance and Privacy Affairs.**

**13.4 Protected Health Information.** Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

#### **Article 14 MacBride And Signature**

**14.1 MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.


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

**CITY**

**CONTRACTOR**


Recommended by:

**BAKER PLACES, INCORPORATED**

 1/30/19  
Greg Wagner Date  
Acting Director of Health  
Department of Public Health

Approved as to Form:


Dennis J. Herrera  
City Attorney

By:   
Deputy City Attorney

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

Approved:

City vendor number: 0000024757

 3/1/19 for  
Alaric Degrafinried Date  
Director of the Office of Contract Administration, and  
Purchaser



# **Appendices**

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: Reserved
- E: HIPAA Business Associate Agreement
- F: Invoices
- G: Dispute Resolution Procedure
- H: San Francisco Department of Public Health  
Privacy Policy Compliance Standard
- I: The Declaration of Compliance



**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

**1. Terms**

- |                                                                       |                                                                       |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| 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                                         |                                                                       |
| L. Client Fees and Third Party Revenue                                |                                                                       |
| M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System |                                                                       |

2. Description of Services  
3. Services Provided by Attorneys

**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.

1/1/19

(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.



<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> The Hummingbird Place	<b>Contract Term:</b> 1/1/19-6/30/19
	<b>Funding Source:</b> GF

**1. Identifiers:**

The Hummingbird Place  
887 Potrero Avenue  
San Francisco, CA 94110  
Telephone: 415-206-2855 Phone

Clinic Director/Program Director: John Fostel, Chief Clinical Officer,  
Melida Solorzano, Hummingbird Place Program Director

Contractor Address: 1000 Brannan Street, Suite 401  
City, State, ZIP: San Francisco, CA 94103  
Telephone: 415-864-4655 ext. 209, 415-626-2398 FAX

Program Code(s): 38LB1

**2. Nature of Document:**

☒ Original      ☐ Contract Amendment      ☐ Internal Contract Revision

**3. Goal Statement:**

The Hummingbird Place 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 within a social milieu that will support clients in all areas of their recovery.

**4. Target Population:**

The target population is eligible clients in the San Francisco system of care, following criteria for admission to care specified by BHS. The Psychiatric Respite program 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.

**5. Modality(s)/Intervention(s)/Methodology:**

The Baker Places Psychiatric Respite program, Hummingbird Place, an up to 29-bed capacity overnight facility with an average stay of 14 days, engages treatment pre-contemplative clients in the system of care and provide access to recovery and wellness conversation, activities, and programs in 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

<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> The Hummingbird Place	<b>Contract Term:</b> 1/1/19-6/30/19
	<b>Funding Source:</b> GF

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.

#### A. 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.

#### B. 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 Placement Unit staff, who liaison with BHS Placement Unit. 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 Psychiatric Respite program provides 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.

#### C. 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 animals to remain with their owners, as feasible. The staff, including peer counselors, consciously use the resident group and home-like environment as the primary agents of treatment.

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 to medical and social services appointments,
- Food and snacks,



<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> The Hummingbird Place	<b>Contract Term:</b> 1/1/19-6/30/19
	<b>Funding Source:</b> GF

- 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.

#### **D. 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.

#### **E. Program staffing**

These programs are staffed with management and direct care personnel, as well as sufficient staff to provide 24/7/365 coverage and overlap. Most often, there are two to three staff available during day and evening hours.

### **6. Objectives and Measurements:**

#### **Individualized Objectives**

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.

### **7. Continuous Quality Improvement:**

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



<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> The Hummingbird Place	<b>Contract Term:</b> 1/1/19-6/30/19
	<b>Funding Source:</b> GF

- 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 Director 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 Program Manager ensures that all client charts are audited on a weekly basis. Any issues are reported out to the Director 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 HR division.
- 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 CANS or ANSA data: ANSA data will be reviewed for overnight stay clients.

**8. 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 5, 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 30<sup>th</sup> 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 1<sup>st</sup>, 2019; through February 28, 2021.

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,068,200** 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.

January 1, 2019 through June 30, 2019	\$ 2,000,000
July 1, 2019 through June 30, 2020	\$ 4,100,000
July 1, 2020 through February 28, 2021	\$ 2,801,667
<b>Subtotal - July 1, 2019 through February 28, 2021</b>	<b>\$ 8,901,667</b>
Contingency	\$ 1,068,200
<b>TOTAL - July 1, 2019 through February 28, 2021</b>	<b>\$ 9,969,867</b>

- (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.

C. CONTRACTOR agrees to comply with its Budget as shown in 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. 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. 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.

G. 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.



## CBHS BUDGET

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

DHCS Legal Entity Number (MH) 00339		Summary Page 1 of 1	
DHCS Legal Entity Name (MH)/Contractor Name (SA) Baker Places, Inc.		Fiscal Year 2018-2019	
CID# 1000012788		FN Date 12/14/18	
Contract Appendix Number	B-1		
Provider Number	38LB		
Program Name(s)	Hummingbird Place		
Program Code(s)	38LB1		
Funding Term (mm/dd/yy - mm/dd/yy)	01/01/2019-06/30/2019		<b>TOTAL</b>
<b>FUNDING USES</b>			
Salaries	\$ 1,124,600		\$ 1,124,600
Employee Benefits	\$ 314,888		\$ 314,888
<b>Subtotal Salaries &amp; Employee Benefits</b>	\$ 1,439,488	\$ -	\$ 1,439,488
Operating Expenses	\$ 299,642		\$ 299,642
<b>Subtotal Direct Expenses</b>	\$ 1,739,130	\$ -	\$ 1,739,130
Indirect Expenses	\$ 260,870		\$ 260,870
Indirect %	15.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	\$ 2,000,000	\$ -	\$ 2,000,000
	Employee Fringe Benefits %		28%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>			
MH Long Term Care Realignment	\$ 2,000,000		\$ 2,000,000
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	\$ 2,000,000	\$ -	\$ 2,000,000
<b>TOTAL DPH FUNDING SOURCES</b>	\$ 2,000,000	\$ -	\$ 2,000,000
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	\$ 2,000,000	\$ -	\$ 2,000,000
<b>Prepared By</b>	Helen Zheng		12/27/2018

CBHS BUDGET

**Appendix B -DPH 6: Contract-Wide Indirect Detail**

Indirect Detail Page

1 of 1

Contractor Name: Baker Places, Inc.

CID# 1000012788

Fiscal Year: 2018-2019

Funding Notification Date: 12/14/18

**1. SALARIES & BENEFITS**

Position Title	FTE	Amount
Human Resources Director	0.14	18,262
Controller	0.15	17,438
Data/Claims Manager	0.06	3,906
Accounting & Payroll Staff	0.45	32,701
HR Staff	0.29	20,860
Office Manager	0.15	9,570
Subtotal:	1.23	102,737
Employee Fringe Benefits:	28.0%	28,766
<b>Total Salaries and Benefits:</b>		<b>131,503</b>

**2. OPERATING COSTS**

Expense line item:	Amount
30 - Legal Fees	12,019
40 - Professional Services (auditing, web designer, 403B manag	18,574
50- Management Service Fee	16,565
10 - Office Supplies	2,554
30 - Telephone & Telecommunications	2,254
40 - Postage, Shipping, Delivery	526
50 - Mailing Services	376
60 - Equipment, Furniture Rental	947
65 - Equipment Maintenance	798
70 - Printing & Copying	706
80 - Dues, Subscriptions	781
10 - Rent & Other Occupancy	47,535
12 - Parking	1,818
15 - Facilities Maintenance	9,014
20 - Utilities	5,691
40 - License/Permit Fees	1,172
10 - Insurance, Non-employee	1,202
20 - Membership Dues	526
40 - Staff Meeting/ Travel	2,028
60 - Outside Computer Services	1,472
80 - Advertising Expenses	856
90- Bank Fess	1,953
<b>Total Operating Costs</b>	<b>129,367</b>

<b>Total Indirect Costs (Salaries &amp; Benefits + Operating Costs)</b>	<b>129,367</b>
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## CBHS BUDGET

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

CS Legal Entity Name (MH)/Contractor Name (SA) 00339		Appendix # B-1	
Provider Name Baker Places, Inc.		Page # 1	
Provider Number 38LB		Fiscal Year 2018-2019	
		Funding Notification Date 12/14/18	
Program Name		Hummingbird Place	
Program Code		38LB1	
Mode/SFC (MH) or Modality (SA)		60/78	
Service Description		SS-Other Non-MediCal Client Support Exp	
Funding Term (mm/dd/yy - mm/dd/yy)		01/01/2019-06/30/2019	
<b>FUNDING USES</b>		<b>TOTAL</b>	
Salaries		1,124,600	1,124,600
Employee Benefits		314,888	314,888
Operating Expenses		299,642	299,642
<b>Subtotal Direct Expenses</b>		<b>1,739,130</b>	<b>1,739,130</b>
Indirect Expenses		260,870	260,870
<b>TOTAL FUNDING USES</b>		<b>2,000,000</b>	<b>2,000,000</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH Long Term Care Realignment	240645-10000-10026703-0001	2,000,000	2,000,000
<b>TOTAL DPH FUNDING SOURCES</b>		<b>2,000,000</b>	<b>2,000,000</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>2,000,000</b>	<b>2,000,000</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased (if applicable)		29	
DPH Units of Service		4,763	
Unit Type		Staff Hour or Client Day, depending on contract.	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 419.88	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 419.88	\$ -
Published Rate (Medi-Cal Providers Only)		N/A	<b>Total UDC</b>
Unduplicated Clients (UDC)		274	274



## CBHS BUDGET

## Appendix B - DPH 3: Salaries &amp; Benefits Detail

Program Name: Hummingbird Place

Program Code: 38LB1

Appendix #: B-1

Page #: 2

Fiscal Year: 2018-2019

Funding Notification Date: 12/14/18

	TOTAL		240645-10000-10026703-0001				
Term (mm/dd/yy-mm/dd/yy):	01/01/2019-06/30/2019		01/01/2019-06/30/2019				
Position Title	FTE	Salaries	FTE	Salaries	Salaries	FTE	Salaries
Project Director	1.00	50,250	1.00	50,250			
Chief Clinical Officer	0.15	11,500	0.15	11,500			
Assistant Program Director	3.00	79,500	3.00	79,500			
Medical Director	0.65	65,000	0.65	65,000			
Senior Nurse Practitioner	1.00	67,500	1.00	67,500			
Residential Counselor	24.00	565,704	24.00	565,704			
Relief Residential Counselor	3.00	49,889	3.00	49,889			
Program Assistant	2.00	62,500	2.00	62,500			
Quality Improvement Manager	1.00	50,000	1.00	50,000			
Quality Improvement Specialist	2.00	75,000	2.00	75,000			
Quality Improvement Data Specialist	1.00	37,500	1.00	37,500			
HR Generalist	0.10	3,701	0.10	3,701			
HR Manager	0.10	6,556	0.10	6,556			
<b>Totals:</b>	39.00	1,124,600	39.00	1,124,600	\$ -	0.00	\$ -

<b>Employee Fringe Benefits:</b>	28.00%	314,888	28.00%	314,888.00		0.00%	
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## TOTAL SALARIES &amp; BENEFITS

1,439,488

1,439,488

\$

-

\$

-

## Appendix B - DPH 4: Operating Expenses Detail

Program Name: Hummingbird Place  
 Program Code: 38LB1

Appendix #: B-1  
 Page #: 3  
 Fiscal Year: 2018-2019  
 Funding Notification Date: 12/14/18

Expense Categories & Line Items	TOTAL	240645-10000-10026703-0001		
Term (mm/dd/yy-mm/dd/yy):	01/01/2019-06/30/2019	01/01/2019-06/30/2019		
Utilities(telephone, electricity, water, gas)	1,600	1,600		
Building Repair/Maintenance	14,500	14,500		
<b>Occupancy Total:</b>	<b>16,100</b>	<b>16,100</b>	\$ -	\$ -
Office Supplies	23,500	23,500		
Computer Supplies (3 desktops, 3 printers)	6,300	6,300		
Photocopying	1,000	1,000		
Program Supplies	7,800	7,800		
Household Supplies	49,000	49,000		
Medical Supplies	15,000	15,000		
<b>Materials &amp; Supplies Total:</b>	<b>102,600</b>	<b>102,600</b>	\$ -	\$ -
Training/Staff Development	1,500	1,500		
Insurance	17,100	17,100		
Professional License	7,000	7,000		
Advertising Expenses	6,250	6,250		
Employment Clearance	3,600	3,600		
Equipment Lease & Maintenance	2,108	2,108		
<b>General Operating Total:</b>	<b>37,558</b>	<b>37,558</b>	\$ -	\$ -
Local Travel	1,500	1,500		
<b>Staff Travel Total:</b>	<b>1,500</b>	<b>1,500</b>	\$ -	\$ -
Positive Resource Center - Contractor, Professional Management Services (7.89 hrs/wk. x \$70.13/hr. x 26 wk.)	14,379	14,379		
Wipfli LLP/HFS Consultants - Contractor, Staff training (\$250/hour x70 hours)	17,500	17,500		
Class A Networks, LLC - Computer Services (6.82 hrs/mo.x	4,500	4,500		
<b>Consultant/Subcontractor Total:</b>	<b>36,379</b>	<b>36,379</b>	\$ -	\$ -
Other (provide detail):				
Client Food (Project Open Hand lunch and dinner)	68,300	68,300.00		
Client Furniture (replacement mattresses)	5,269	5,269.00		
Staff Furniture (2 offices)	4,500	4,500.00		
Full Electric Hospital Bed (1 x \$4,535)	9,070	9,070.00		
Power Lift (2x\$2,929)	5,858	5,858.00		
Common Area Furniture (group room and living room)	7,142	7,142.00		
Van Lease	3,166	3,166.00		
Van Maintenance	950	950.00		
Client Transportation (taxi vouchers)	1,250	1,250.00		
<b>Other Total:</b>	<b>105,505</b>	<b>105,505</b>	\$ -	\$ -
<b>TOTAL OPERATING EXPENSE</b>	<b>299,642</b>	<b>299,642</b>	\$ -	\$ -



**Appendix C**

**Reserved**



**Appendix D**  
**Reserved**



**Appendix E**

**HIPAA Business Associate Agreement**







## San Francisco Department of Public Health

## Business Associate Agreement

This Business Associate Agreement ("BAA") supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity ("CE"), and Richmond Area Multi Services, Inc., the Business Associate ("BA"), dated July 1, 2018, FSP #1000003053 (the "Agreement"). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

**RECITALS**

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

**1. Definitions.**

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.



## San Francisco Department of Public Health

## Business Associate Agreement

c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.



## San Francisco Department of Public Health

## Business Associate Agreement

**m. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304

**n. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**o. Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. Obligations of Business Associate.

**a. Attestations.** Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**b. User Training.** The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the



## San Francisco Department of Public Health

## Business Associate Agreement

Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

**g. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to





San Francisco Department of Public Health  
Business Associate Agreement

provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

**i. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

**j. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**k. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**l. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to



## San Francisco Department of Public Health

## Business Associate Agreement

what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

**m. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**n. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

### 3. Termination.

**a. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.



San Francisco Department of Public Health  
Business Associate Agreement

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

**d. Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

**e. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### **4. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

#### **Reimbursement for Fines or Penalties.**

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.



## APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs

San Francisco Department of Public Health

101 Grove Street, Room 330, San Francisco, CA 94102

Email: [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org)

Hotline (Toll-Free): 1-855-729-6040

Contractor Name:	<b>Baker Places, Incorporated</b>	Contractor City Vendor ID	<b>0000024757</b>
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**PRIVACY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

**I. All Contractors.**

DOES YOUR ORGANIZATION...						Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?						
	If yes:	Name & Title:	Phone #	Email:			
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]						
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?						
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is <b>only transferred or created on encrypted devices approved by SFPDH Information Security staff?</b>						

**II. Contractors who serve patients/clients and have access to SFPDH PHI, must also complete this section.**

If Applicable: DOES YOUR ORGANIZATION...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?		
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?		

**III. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)	Signature	Date
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**IV. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Contractor Name:	<b>Baker Places, Incorporated</b>	Contractor City Vendor ID	<b>0000024757</b>
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**DATA SECURITY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

**I. All Contractors.**

DOES YOUR ORGANIZATION...		Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?		
	Date of last Data Security Risk Assessment/Audit:		
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:		
C	Have a formal Data Security Awareness Program?		
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?		
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?		
	If yes: Name & Title: Phone # Email:		
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

**II. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)	Signature	Date
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**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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**Appendix F**  
**Invoice**



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

Appendix F  
PAGE A

Control Number

**Contractor: Baker Places Inc. - HummingBird**

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

Tel No.: (415) 626-4655

Fax No.: (415) 626-2398

**BHS**

Funding Term: 01/01/2019 - 06/30/2019

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M05 JA 19

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM SFGOV-0000231692

Fund Source: MH County - General Fund

Invoice Period: January 2019

Final Invoice: (Check if Yes)

ACE Control Number:

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- HMHMLT730416-240645-10000-10026703-0001												
60/ 78 SS-Other Non-MediCal	4,763	274			-	-	0%	0%	4,763	#	100%	100%
Client Support Exp					-							

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 1,124,600.00	\$ -	\$ -	0.00%	\$ 1,124,600.00
Fringe Benefits	\$ 314,888.00	\$ -	\$ -	0.00%	\$ 314,888.00
<b>Total Personnel Expenses</b>	<b>\$ 1,439,488.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,439,488.00</b>
Operating Expenses:					
Occupancy	\$ 16,100.00	\$ -	\$ -	0.00%	\$ 16,100.00
Materials and Supplies	\$ 102,600.00	\$ -	\$ -	0.00%	\$ 102,600.00
General Operating	\$ 37,558.00	\$ -	\$ -	0.00%	\$ 37,558.00
Staff Travel	\$ 1,500.00	\$ -	\$ -	0.00%	\$ 1,500.00
Consultant/ Subcontractor	\$ 36,379.00	\$ -	\$ -	0.00%	\$ 36,379.00
Other: Client Food (Project Open Hand lunch and dinner)	\$ 68,300.00	\$ -	\$ -	0.00%	\$ 68,300.00
Client Furniture	\$ 5,269.00	\$ -	\$ -	0.00%	\$ 5,269.00
Staff Furniture	\$ 4,500.00	\$ -	\$ -	0.00%	\$ 4,500.00
Full Electric Hospital Bed	\$ 9,070.00	\$ -	\$ -	0.00%	\$ 9,070.00
Power Lift	\$ 5,858.00	\$ -	\$ -	0.00%	\$ 5,858.00
Common Area Furniture	\$ 7,142.00	\$ -	\$ -	0.00%	\$ 7,142.00
Van Lease	\$ 3,166.00	\$ -	\$ -	0.00%	\$ 3,166.00
Van Maintenance	\$ 950.00	\$ -	\$ -	0.00%	\$ 950.00
Client Transportation	\$ 1,250.00	\$ -	\$ -	0.00%	\$ 1,250.00
<b>Total Operating Expenses</b>	<b>\$ 299,642.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 299,642.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,739,130.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,739,130.00</b>
<b>Indirect Expenses</b>	<b>\$ 260,870.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 260,870.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 2,000,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 2,000,000.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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: Brett Andrews

Date: October 15, 2018

Printed Name: Brett Andrews

Title: Chief Executive Officer

Phone: 415-864-4655 ext 206

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

DPH Authorization for Payment

Authorized Signatory

Date

Jan Original 01-21

Prepared: 1/22/2019



## **Appendix G**

### **Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors 9-06**

#### **Introduction**

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

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

#### **Dispute Resolution Procedure**

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

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.



If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1      The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2      Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3      Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270).

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon

receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.



**Appendix H**

**San Francisco Department of Public Health  
Privacy Policy Compliance Standards**

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

**Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.**

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

**Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.**

As Measured by: Documentation showing individual was trained exists

**Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.**

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

**Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.**

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

**Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.**

As Measured by: Documentation exists.

**Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.**

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.



**Appendix I**

**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.



**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 6<sup>th</sup>, 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 Charges,” 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

Recommended by:

## CONTRACTOR

## Baker Places, Incorporated

Grant Colfax, MD  
Director of Health  
Department of Public Health

Brett Andrews  
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: \_\_\_\_\_ Date \_\_\_\_\_  
 Louise S. Simpson  
 Deputy City Attorney

Approved:

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

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

**1. Terms**

- |                                                                       |                                                                       |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| 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                                         | <b>2. Description of Services</b>                                     |
| L. Client Fees and Third Party Revenue                                | <b>3. Services Provided by Attorneys</b>                              |
| 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.

12/1/2020

(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.

<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> The Hummingbird Place	<b>Contract Term:</b> 7/1/20-6/30/21
	<b>Funding Source:</b> 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

<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> The Hummingbird Place	<b>Contract Term:</b> 7/1/20-6/30/21
	<b>Funding Source:</b> 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.



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

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)**

<b>Contractor Name:</b> Baker Places, Inc.	<b>Appendix A-1</b>
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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.

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

### **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

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

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

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

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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 30<sup>th</sup> 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 1<sup>st</sup>, 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	635,257
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		<b>FN1</b>
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		<b>TOTAL</b>
<b>FUNDING USES</b>			
Salaries	\$ 1,884,117		\$ 1,884,117
Employee Benefits	\$ 527,553		\$ 527,553
<b>Subtotal Salaries &amp; Employee Benefits</b>	\$ 2,411,670		\$ 2,411,670
Operating Expenses	\$ 478,925		\$ 478,925
<b>Subtotal Direct Expenses</b>	\$ 2,890,595		\$ 2,890,595
Indirect Expenses	\$ 433,585		\$ 433,585
Indirect %	15.0%		15.0%
<b>TOTAL FUNDING USES</b>	\$ 3,324,180		\$ 3,324,180
	Employee Fringe Benefits %		28%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>			
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
			\$ -
			\$ -
			\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	\$ 3,324,180	\$ -	\$ 3,324,180
<b>TOTAL DPH FUNDING SOURCES</b>	\$ 3,324,180	\$ -	\$ 3,324,180
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	\$ 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) 00339		Appendix # B-1	
Provider Name Baker Places, Inc.		Page # 2	
Provider Number 38LB		Fiscal Year 2020-2021	
		FN Date 12/09/20	

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
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries	1,712,890	85,614	1,884,117
Employee Benefits	479,609	23,972	527,553
Operating Expenses	441,571	18,677	478,925
<b>Subtotal Direct Expenses</b>	<b>2,634,070</b>	<b>128,263</b>	<b>2,890,595</b>
Indirect Expenses	395,110	19,237	433,585
<b>TOTAL FUNDING USES</b>	<b>3,029,180</b>	<b>147,500</b>	<b>3,324,180</b>

<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>	15.0%	15.0%	15.0%	15%
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	147,500
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>3,029,180</b>	<b>147,500</b>	<b>147,500</b>	<b>3,324,180</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>3,029,180</b>	<b>147,500</b>	<b>147,500</b>	<b>3,324,180</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>3,029,180</b>	<b>147,500</b>	<b>147,500</b>	<b>3,324,180</b>

<b>BHS UNITS OF SERVICE AND UNIT COST</b>				
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	<b>Total UDC</b>
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

HMIOT Grant

	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
<b>Totals:</b>	<b>34.94</b>	<b>1,884,117</b>	<b>31.09</b>	<b>1,712,890</b>	<b>1.93</b>	<b>85,614</b>	<b>1.93</b>	<b>85,614</b>
		-						
<b>Employee Fringe Benefits:</b>	<b>28.00%</b>	<b>527,553</b>	<b>28.00%</b>	<b>\$ 479,609</b>	<b>28.00%</b>	<b>\$ 23,972</b>	<b>28.00%</b>	<b>\$ 23,972</b>
		-						
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>2,411,671</b>		<b>\$ 2,192,499</b>		<b>\$ 109,586</b>		<b>\$ 109,586</b>

**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
<b>Term (mm/dd/yy-mm/dd/yy):</b>	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	-	-
<b>Occupancy Total:</b>	<b>10,516</b>	<b>10,516</b>	-	-
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
<b>Materials &amp; Supplies Total:</b>	<b>63,527</b>	<b>57,714</b>	<b>2,907</b>	<b>2,907</b>
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	-	-
<b>General Operating Total:</b>	<b>61,029</b>	<b>56,388</b>	<b>2,321</b>	<b>2,321</b>
Local Travel	1,201	1,201	-	-
<b>Staff Travel Total:</b>	<b>1,201</b>	<b>1,201</b>	-	-
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
<b>Consultant/Subcontractor Total:</b>	<b>234,534</b>	<b>209,534</b>	<b>12,500</b>	<b>12,500</b>
Client Food (lunch and dinner)	106,865	104,968	949	949
Client Transportation (taxi vouchers)	1,250	1,250	-	-
	-			
<b>Other Total:</b>	<b>108,115</b>	<b>106,218</b>	<b>949</b>	<b>949</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>478,922</b>	<b>441,571</b>	<b>18,677</b>	<b>18,677</b>

### 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

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
<b>Total Salaries and Benefits:</b>			<b>188,025</b>

#### 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
<b>Total Operating Costs</b>	<b>\$ 245,560</b>

<b>Total Indirect Costs (Salaries &amp; Benefits + Operating Costs)</b>	<b>\$ 433,585</b>
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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#  
1000012788

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

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>B-1 Hummingbird Place PC# - 38LB1 240645-10000-10026703-0001</b>												
60/78 SS-Other Non-Medical Client Support Exp	10,175.000				\$ 285.02	\$ -	0.000		0.00%		10,175.000	
<b>TOTAL</b>	10,175.00		0.000				0.000		0.00%		10,175.000	
	<b>Budget Amount</b>		<b>\$ 2,900,000.00</b>				<b>Expenses To Date</b>		<b>% of Budget</b>		<b>Remaining Budget</b>	
							<b>\$ -</b>		<b>0.00%</b>		<b>\$ 2,900,000.00</b>	

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

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) 664-4655  
Fax No.: (415) 626-2398

**BHS**

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

PHP Division: Behavioral Health Services

INVOICE NUMBER:	M06 JA 21
Ct. Blanket No.: BPHM	N/A
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>B-1 Hummingbird Place PC# 38LB1 - 251984-10000-10001792-0001</b>												
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
<b>Total Personnel Expenses</b>	\$ 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
<b>Total Operating Expenses</b>	\$ 18,677.00	\$ -	\$ -	0.00%	\$ 18,677.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 128,263.00	\$ -	\$ -	0.00%	\$ 128,263.00
<b>Indirect Expenses</b>	\$ 19,237.00	\$ -	\$ -	0.00%	\$ 19,237.00
<b>TOTAL EXPENSES</b>	\$ 147,500.00	\$ -	\$ -	0.00%	\$ 147,500.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

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**

Appendix F  
PAGE B

Contract ID#

1000012788

Invoice Number

M06 JA 21

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
<b>TOTAL SALARIES</b>	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) 864-4655  
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
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>B-1 Hummingbird Place PC# 38LB1 - 251984-10001-10034309-0001</b>												
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
<b>Total Personnel Expenses</b>	<b>\$ 109,586.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 109,586.00</b>
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
<b>Total Operating Expenses</b>	<b>\$ 18,677.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 18,677.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 128,263.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 128,263.00</b>
<b>Indirect Expenses</b>	<b>\$ 19,237.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 19,237.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 147,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 147,500.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>	<b>\$ -</b>				

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**

Appendix F  
PAGE B

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
<b>TOTAL SALARIES</b>	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

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 - 06/20/2021

PHP Division: Behavioral Health Services

**BHS**

INVOICE NUMBER:	M09 JL 20
Ct. Blanket No.: BPHM	N/A
	User Cd
Ct. PO No.: POHM	SFGOV-0000453076
Fund Source:	MH County Adult - General Fund
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 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	
<b>TOTAL</b>	453.00		0.000				0.000		0.00%		453.000	
<b>Budget Amount</b>					<b>\$ 129,180.00</b>		<b>Expenses To Date</b>		<b>% of Budget</b>		<b>Remaining Budget</b>	
							<b>\$ -</b>		<b>0.00%</b>		<b>\$ 129,180.00</b>	
<b>SUBTOTAL AMOUNT DUE</b>						\$ -	NOTES:					
<b>Less: Initial Payment Recovery</b>												
<b>(For DPH Use) Other Adjustments</b>												
<b>NET REIMBURSEMENT</b>						\$ -						

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



## San Francisco Department of Public Health

Grant Colfax, MD  
Director of Health

City and County of San Francisco  
London N. Breed  
Mayor

April 5, 2021

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health's and Baker Places, for a total amount not to exceed \$27,233,566.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed resolution;
- Proposed second amendment;
- Original agreement and first amendment;
- Form SFEC-126 for the Board of Supervisors.

For questions on this matter, please contact me at (415) 255-3508, [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org).

Thank you for your time and consideration.

Sincerely,

*Jacquie Hale*  
Jacquie Hale

Manager, Pre-Award Unit  
Office of Contracts Management and Compliance  
DPH Business Office

cc: Dr. Grant Colfax, Director of Health  
Greg Wagner, Chief Operating Officer  
Michelle Ruggels, Director, DPH Business Office

**From:** [Hale, Jacquie \(DPH\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Colfax, Grant \(DPH\)](#); [Wagner, Greg \(DPH\)](#); [Ruggels, Michelle \(DPH\)](#); [Lee, Arlene \(DPH\)](#); [Ling, Ada \(DPH\)](#)  
**Subject:** Request for Approval of Amendment to Agreement with Baker Places (Hummingbird)  
**Date:** Monday, April 5, 2021 10:25:26 AM  
**Attachments:** [3. DPH Baker Places Amd. 2.pdf](#)  
[4. DPH Baker Places Amd. 1.pdf](#)  
[5. DPH Baker Places Orig Agmt.pdf](#)  
[6. DPH Baker Places Form 126.pdf](#)  
[1. DPH Agmt-Baker Places-Cvr Ltr.pdf](#)  
[2. DPH Baker Places Resolution.doc](#)  
[2. DPH Baker Places Resolution.doc.pdf](#)

---

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Baker Places, for a total amount not to exceed \$27,233,566.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed resolution;
- Proposed second amendment;
- Original agreement and first amendment;
- Form SFEC-126 for the Board of Supervisors.

For questions on this matter, please contact me at (415) 255-3508, [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org).

Thank you for your time and consideration.

Sincerely,

Jacquie Hale, Manager, Pre-Award Unit  
Office of Contracts Management and Compliance, DPH Business Office  
1380 Howard Street #421B / San Francisco, CA 94103 / [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org) / (415) 255-3508

This e-mail is not a secured data transmission for Protected Health Information (PHI) as defined by the Healthcare Portability and Accountability Act (HIPAA), and it is the responsibility of all parties involved to take all reasonable actions to protect this message from non-authorized disclosure. This e-mail is intended for the recipient only. If you receive this e-mail in error, you should notify the sender and destroy the e-mail immediately. Disclosure of the information contained herein could subject to disclosure to civil or criminal penalties under state and federal privacy laws.

FILE NO.

RESOLUTION NO.

1 [Contract Amendment - Baker Places - Behavioral Health Respite Services - Not to  
2 Exceed \$27,233,566]

3 **Resolution approving Amendment No. 2 to the agreement between the Baker Places**  
4 **and the Department of Public Health for behavioral health respite services, to increase**  
5 **the agreement amount by \$17,263,699, for an amount not to exceed \$27,233,566; and to**  
6 **extend the term by five years, from July 1, 2021, for a total agreement term of January**  
7 **1, 2019, through June 30, 2026.**

8  
9 WHEREAS, The Department of Public Health's (DPH's) Behavioral Health Services  
10 (BHS) selected Baker Places (Baker) in August 2018 through a Request For Proposals to  
11 provide for Behavioral Health Respite Center services, subsequently making a contract with  
12 Baker for these services for the period of January 1, 2019, through February 28, 2021, with an  
13 Amendment No. 1 extending the term through June 30, 2021, for a total contract amount not  
14 to exceed \$9,969,867; and

15 WHEREAS, The Department now wishes to extend the term of the agreement by five  
16 years, through June 30, 2026, and to increase the contract by \$17,263,699, for a total contract  
17 amount not to exceed \$27,233,566; and

18 WHEREAS, Under this agreement, Baker's Hummingbird Place Respite program  
19 reduces BHS clients' utilization of crisis and inpatient services through an integrated social  
20 rehabilitation, trauma-informed and harm-reduction model that supports clients in all aspects  
21 of their recovery, targeting adult clients who are often homeless, repeatedly use crisis-level  
22 services and regularly use multiple care systems and; now, therefore, be it

23 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
24 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the  
25 City and County of San Francisco, to execute Amendment No. 2 to the agreement with Baker

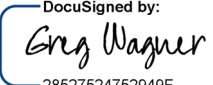
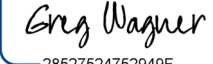


1 Places for behavioral health respite services, to increase the agreement amount by  
2 \$17,263,699, for an amount not to exceed \$27,233,566; and to extend the term by five years,  
3 from July 1, 2021, for a total agreement term of January 1, 2019, through June 30, 2026; and,  
4 be it

5 FURTHER RESOLVED, That the Board of Supervisors authorizes the  
6 Department of Public Health to enter into any amendments or modifications to the  
7 contract, prior to its final execution by all parties, that the Department determines, in  
8 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
9 materially increase the obligations or liabilities of the City, are necessary or advisable to  
10 effectuate the purposes of the contract, and are in compliance with all applicable laws;  
11 and, be it

12 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
13 by all parties, the Director of Health and/or the Director of the Office of Contract  
14 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for  
15 inclusion into the official File No. \_\_\_\_\_.  
16

17 RECOMMENDED:

18   
19   
20 \_\_\_\_\_  
21 Dr. Grant Colfax  
22 Director of Health  
23  
24  
25



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 210345

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Jacquie Hale	(415) 255-3508
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
DPH Public Health	Jacquie.Hale@sfdph.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Baker Places, Inc.	<b>TELEPHONE NUMBER</b> (415) 255-6544
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1000 Brannan Street, Suite 401, SF, CA 94103	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 210345
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$27,233,566		
<b>NATURE OF THE CONTRACT (Please describe)</b> behavioral health services		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Browning	Doug	Board of Directors
2	Roger	Kent	Board of Directors
3	Matheson	Bill	Board of Directors
4	Andrews	Brett F.	Board of Directors
5	Schneider	Brian	Board of Directors
6	Andrews	Brett	CEO
7	Pascual	Robert	CFO
8	Levy	Tamsin	Subcontractor
9	Ferguson	Carol	Subcontractor
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

**SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK**

**DATE SIGNED**

BOS Clerk of the Board