

## City and County of San Francisco



London Breed, Mayor

## Human Services Agency

 Department of Human Services  
 Department of Disability and Aging Services  
 Office of Early Care and Education

Trent Rhorer, Executive Director

## MEMORANDUM

**TO:** DISABILITY & AGING SERVICES COMMISSION

**THROUGH:** SHIREEN McSPADDEN, EXECUTIVE DIRECTOR DS  
EL

**FROM:** CINDY KAUFFMAN, DEPUTY DIRECTOR  
ESPERANZA ZAPIEN, ACTING DIRECTOR OF CONTRACTS

**DATE:** JULY 14, 2020

**SUBJECT:** NEW CONTRACT: COTCHETT, PITRE & McCARTHY, LLP  
(FOR-PROFIT) TO PROVIDE LEGAL SERVICES TO SAN FRANCISCO PUBLIC GUARDIAN & PUBLIC CONSERVATOR

**CONTRACT TERM:** 6/1/2020 – 5/31/2021

<b>CONTRACT AMOUNT:</b>	<u>New</u>	<u>Contingency</u>	<u>Total</u>
	\$ 60,000	\$0	\$ 60,000

<b>ANNUAL AMOUNT</b>	<u>FY 19/20</u>	<u>FY 20/21</u>
	\$ 5,000	\$55,000

	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
<b>Funding Source</b>					
<b>FUNDING:</b>	\$45,000	\$7,200	\$7,800	\$0	\$60,000
<b>PERCENTAGE:</b>	75%	12%	13%		100%

The Department of Disability and Aging Services (DAS) requests authorization to enter into a new contract with Cotchett, Pitre & McCarthy, LLP (CPM) for the period of June 1, 2020 to May 31, 2021, for a total amount not to exceed \$60,000. The purpose of the contract is to provide legal counsel for the San Francisco Public Conservator (SFPC) and San Francisco Public Guardian (SFPG).

**Background**

The San Francisco Public Guardian (SFPG) serves as court appointed probate conservator of vulnerable San Francisco residents who cannot properly provide for their personal needs for

physical health, medical care, food, clothing, or shelter; and are substantially unable to manage their finances or resist fraud or undue influence.

The San Francisco Public Conservator (SFPC) provides mental health conservatorship services for San Francisco residents who are gravely disabled (unable to provide for their food, clothing or shelter) due to mental disease and who have been found by the Court unable or unwilling to accept voluntary treatment.

SFPG and SFPC solicited bids for litigation counsel experienced in physical elder abuse litigation, breach of privacy, negligence, and other related types of claims to review potential claims involving clients of SFPG and SFPC, provide advice and counsel and pursue litigation as warranted.

**Services to be Provided**

Contractor CPM will provide SFPC/SFPG with legal services related to potential claims against a care facility and their employees of abuse; breach of privacy, negligence, and other related claims possessed by individuals who are conserved by the SFPG and SFPC. CPM will provide advice and counsel to the SFPG and SFPC concerning legal merits of said claims, recommendation, and pursue litigation as warranted.

The location of services will be Cotchett, Pitre & McCarthy's offices in Burlingame, CA.

**Selection**

Contractor was selected through Informal Bid #884, which was competitively bid on April 3, 2020.

**Funding**

Funding for this contract is a mix of General Funds, State, and Federal funds.

**ATTACHMENTS**

Appendix A – Scope of Services

Appendix B – Budget

**Appendix A – Services to be Provided**

**Cotchett, Pitre & McCarthy  
Legal Counsel to SFPG & SFPC  
June 1, 2020 – May 31, 2021**

**I. Purpose of Contract**

The purpose of this contract is to represent the San Francisco Public Guardian (SFPG) and San Francisco Public Conservator (SFPC) in connection with potential claims against a care facility and their employees of abuse; breach of privacy, negligence, and other related types of claims possessed by individuals who are conserved by the SFPG and SFPC; to provide advice and counsel to the SFPG and SFPC concerning the legal merits of said claims, recommendations, and pursue litigation as warranted.

**II. Definitions**

Contractor	Cotchett, Pitre & McCarthy, LLP
HSA	Human Services Agency of the City and County of San Francisco
SFPC	San Francisco Public Conservator
SFPG	San Francisco Public Guardian

**III. Services to be Provided**

Contractor shall provide services during the term of this contract to include but not be limited to:

1. Competent, effective, and efficient legal advice and representation in pursuit of potential claims of persons conserved by SFPG and SFPC.
2. Review medical and other records related to potential claims of conservatees.
2. Obtain additional records and information necessary or desirable to review potential claims of each conservatee.
3. Evaluate merits of claims.
4. Provide legal advice and counsel to SFPG and SFPC as to merits of claims for each conservatee and provide written recommendations as to each.

5. As agreed between Contractor and SFPG and SFPC, provide litigation services in pursuit of claims or serve as advisory council only.
6. Contractor will promptly notify SFPG and SFPC of all significant developments, and will consult with SFPG and SFPC in advance as to any significant decisions that may be required.

#### **IV. Deliverables**

1. Contractor to provide SFPG/SFPC with monthly invoices, itemizing all work performed, the time spent, and the fees and costs charged.
2. Contractor to provide legal advice and counsel to SFPG and SFPC as to merits of claims for each conservatee and provide written recommendations as to each conservatee.
3. Contractor to provide litigation services to SFPG/SFPC in pursuit of claims or serve as advisory council only and provide SFPG/SFPC a written analysis of the recommended strategy if requested.

#### **V. Reporting Requirements**

- A. Grantee will provide Ad Hoc reports as required by the Department.
- B. As requested, Contractor will provide a final report to the Department that summarizes the contract activities (referencing the tasks as described in Section III - Services to be Provided) and describes the accomplishments and outcomes.

For assistance with reporting requirements or submission of reports, contact:

[Elizabeth.Leone@sfgov.org](mailto:Elizabeth.Leone@sfgov.org)  
Senior Contracts Manager, Office of Contract Management

or

[Janet.Boessenecker@sfgov.org](mailto:Janet.Boessenecker@sfgov.org)  
Head Attorney, San Francisco Public Guardian

or

[Carrie.Wong@sfgov.org](mailto:Carrie.Wong@sfgov.org)  
Assistant San Francisco Public Conservator  
Assistant San Francisco Public Guardian

**Appendix B  
Calculation of Charges**

**Cotchett, Pitre & McCarthy  
Legal Counsel to SFPG & SFPC  
June 1, 2020 – May 31, 2021**

**Budget Summary**

- I. The Contract term will begin effective June 1, 2020 and end no later than May 31, 2021.
- II. The maximum budget amount is **\$60,000** for the term of this agreement, to be billed at the following rates of service:
  - a. Attorney Time @ \$300 per hour
  - b. Paralegal Time @ \$100 per hour

This hourly rate applies to Contractor's work representing the San Francisco Public Guardian (SFPG) and San Francisco Public Conservator (SFPC) to evaluate potential claims against a care facility and their employees of abuse; breach of privacy, negligence, and other related types of claims possessed by individuals who are conserved by the SFPG and SFPC; to provide advice and counsel to the SFPG and SFPC concerning the legal merits of said claims and recommendations.

- III. Should the City and Contractor agree that litigation will be pursued and that Contractor will continue as litigation counsel, then Contractor will handle that litigation matter(s) on a contingent fee basis at the rate of 30% contingency, which will be calculated after the deduction of litigation expenses; provided, however, that any such contingency fee arrangements will be subject to the prior approval of the San Francisco Superior Court – Probate. If litigation is pursued, but Contractor's role is not litigation counsel, then Contractor will be compensated on an hourly, as opposed to contingent basis.
- IV. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>
- V. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
  - a. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
  - b. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.

## **VI. Monitoring Activities**

A. Fiscal Compliance and Contract Monitoring: Contractor to provide HSA with monthly invoices setting forth the time spent and the fees and costs charged. Any documentation submitted for invoicing purposes should not include any attorney client privileged information.

- c. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 10 business days after receipt of the invoice.
- VII. Within 45 days after the end of the grant period, Contractor shall submit a final report reflecting actual expenditures, which will be supported by the Contractor's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- VIII. Advances or prepayments are allowable in order to meet the Contractor cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Contractor upon written request an advance amount not to exceed two (2) months or 1/6<sup>th</sup> of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Contractor's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.