

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

**SECOND Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **February 1<sup>st</sup>, 2021**, in San Francisco, California, by and between **PROJECT OPEN HAND** (“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 **increase the contract amount, extend the contract term and update standard contractual clauses**; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through **RFP 9-2017 issued on January 30, 2017** and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **2005 07/08** on **July 18, 2016**;

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 **April 1<sup>st</sup>, 2017 (CID# 1000002671 / BPHC17000070)**, between Contractor and City, as amended by the **First Amendment, dated December 1<sup>st</sup>, 2018 (CID# 1000002671 / BPHC17000070)**.

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 **Article 2 Term of the Agreement** of the **1<sup>st</sup> Amendment** currently reads as follows:

**Article 2 Term of the Agreement**

2.1 The term of this Agreement shall commence on the latter of: (i) **April 1, 2017**; or (ii) the Effective Date and expire on **June 30, 2021**, unless earlier terminated as otherwise provided herein.

2.2 The City has **five (5)** options to renew the Agreement for a period of **one year** each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

- Option 1: 04/01/21 – 03/31/22                      Exercised
- Option 2: 04/01/22 – 03/31/23
- Option 3: 04/01/23 – 03/31/24
- Option 4: 04/01/24 – 03/31/25
- Option 5: 04/01/25 – 03/31/26
- Option 6: 04/01/26 – 03/31/27

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

**Article 2 Term of the Agreement**

2.1 The term of this Agreement shall commence on the latter of: (i) **April 1, 2017**; or (ii) the Effective Date and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein.

2.2 The City has **four (4)** options to renew the Agreement for a period of **one year** each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

- Option 1: 04/01/21 – 03/31/22                      Exercised
- Option 2: 04/01/22 – 03/31/23                      Exercised
- Option 3: 04/01/23 – 03/31/24
- Option 4: 04/01/24 – 03/31/25
- Option 5: 04/01/25 – 03/31/26
- Option 6: 04/01/26 – 03/31/27

2.2 **Article 3.3.1 Payment** of the **1<sup>st</sup> Amendment** currently reads as follows:

**Article 3 Financial Matters**

**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 **Seven Million, Four Hundred Eighty-Four Thousand, Five Hundred Thirty DOLLARS (\$7,484,530)**. 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:

**Article 3 Financial Matters**

**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, Three Hundred Fifty-Seven Thousand, Seven Hundred Five DOLLARS (\$9,357,705)**. 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.

2.3 Add **Article 3.7 Contract Amendments; Budget Revisions**, to this Agreement as Amended to read as follows:

### **Article 3 Financial Matters**

#### **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.

2.4 **Article 4.5 Assignment**, is hereby amended in its entirety to read as follows:

### **Article 4 Services and Resources**

#### **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.

2.5 **Article 5.1 Insurance**, is hereby amended in its entirety to read as follows:

## **Article 5 Insurance and Indemnity**

### **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; and
- (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) **Reserved. (Professional Liability Coverage)**
- (e) **Reserved. (Technology Errors and Omissions Coverage)**
- (f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with 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 Reserved. (Waiver of Subrogation)**

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.

2.6 Add **Article 7.3 Withholding**, to this Agreement as Amended to read as follows:

**Article 7 Payment of Taxes**

**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.

2.7 **Article 10.4 Consideration of Salary History**, is hereby amended in its entirety to read as follows:

**Article 10 Additional Requirements Incorporated by Reference**

**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.

2.8 **Article 10.11 Limitations on Contributions**, is hereby amended in its entirety to read as follows:

**Article 10 Additional Requirements Incorporated by Reference**

**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.

2.9 **Article 10.17 Distribution of Beverages and Water**, is hereby amended in its entirety to read as follows:

**Article 10 Additional Requirements Incorporated by Reference**

**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.

2.10 **Article 11.14 Notification of Legal Requests,** is hereby amended in its entirety to read as follows:

## **Article 11 General Provisions**

### **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.

2.11 **Article 12 Department Specific Terms,** is hereby amended in its entirety to read as follows:

## **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 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.

### **12.3 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.

### **12.4 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.

## 12.5 **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 Plan should include site specific plans to respond at the time of an emergency (emergency response plans) and plans to continue essential services after a disaster (continuity of operations plans). 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 and a continuity of operations plan for each of its service sites. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

2.12 Add **Article 13 Data and Security**, to this Agreement as Amended to read as follows:

### **Article 13 Data and Security**

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

**13.1.1 Protection of Private Information.** 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 Confidential Information.** 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, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under 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.

### 13.4 Management of City Data and Confidential Information

13.4.1 **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.

13.4.2 **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.

13.4.3 **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.

13.4.4 **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.

The Appendices listed below are Amended as follows:

2.13 Delete Appendix A, and replace in its entirety with Appendix A to Agreement as amended. Dated: 02/01/2021.

2.14 Delete Appendix A-1, and replace in its entirety with Appendix A-1 to Agreement as amended. Dated: 02/01/2021.

2.15 Delete Appendix A-2, and replace in its entirety with Appendix A-2 to Agreement as amended. Dated: 02/01/2021.

2.16 Delete Appendix B, and replace in its entirety with Appendix B to Agreement as amended. Dated: 02/01/2021.

2.17 Delete Appendix B-1c, and replace in its entirety with Appendix B-1c to Agreement as amended. Dated: 02/01/2021.

2.18 Add Appendix B-1d to Agreement as amended. Dated: 02/01/2021.

2.19 Add Appendix B-2e to Agreement as amended. Dated: 02/01/2021.

2.20 Delete Appendix F-1c, and replace in its entirety with Appendix F-1c to Agreement as amended. Dated: 02/01/2021.

2.21 Add Appendix F-1d to Agreement as amended. Dated: 02/01/2021.

2.22 Add Appendix F-2e to Agreement as amended. Dated: 02/01/2021.

### **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, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

DocuSigned by:

*Greg Wagner*

28527524752949F  
Grant Colfax, MD

Director of Health

Department of Public Health

Approved as to Form:

Dennis J. Herrera

City Attorney

DocuSigned by:

By: *Louise Simpson*

BD54168A4C3B452

Deputy City Attorney

Approved:

DocuSigned by:

*Paraneh Moayed*

9AEA44694D514E7  
**Sailaja Kurella**

Acting Director, Office of Contract

Administration, and Purchaser

CONTRACTOR

**PROJECT OPEN HAND**

DocuSigned by:

*Paul Heffer*

50CD90AE02024E7  
**PAUL HEPFER**

**Chief Executive Officer**

**730 Polk Street**

**San Francisco, CA 94109**

Supplier ID number: 0000012810



## **Appendix A Scope of Services**

### **1. Terms**

#### **A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to **Bill Blum**, 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.

For services solicited under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

#### **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.

For contracts for the provision of services at Zuckerberg San Francisco General or Laguna Honda Hospital and Rehabilitation Center, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or the to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

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 for its employees, agents and subcontractors 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 its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

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

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

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for

reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

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

(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, 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, 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.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. 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.

O. Quality Assurance:

Contractor agrees to develop and implement a Quality Assurance 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 Assurance Plan.

P. Compliance With Grant Award Notices:

Contractor recognizes that funding for this Agreement is provided to the City through federal, state or private foundation awards. 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 **HIV/AIDS Food and Nutrition Services**
- Appendix A-2 **HIV/AIDS Food and Nutrition Services – Getting to Zero**
- Appendix A-3 **HIV/AIDS Food and Nutrition Services**

**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.

**Project Open Hand  
HIV / AIDS Food and Nutrition Services**

**Appendix A  
04/01/17 - 06/30/22**

**Ryan White Part A (RWPA) RW Part B / General Fund**

**SUMMARY**

<b>Contractor/Provider</b>	<b>PROJECT OPEN HAND</b>																							
<b>Total Contract</b>	<b>\$ 8,930,069</b>																							
<b>Funding</b>	Ryan White Part B (X07/X08) / General Fund (GTZ) / RWPA (COVID)																							
<b>Program Name</b>	HIV / AIDS Food and Nutrition Services																							
<b>System of Care</b>	HIV Health Services (HHS)																							
<b>Address/Phone</b>	730 Polk Street, San Francisco, California 94109, Phone: 415-447-2300 Fax: 415-447-2490																							
<b>Contact Person</b>	Paul Hepfer, CEO, 415-447-2321, phepfer@openhand.org; Serena Ngo, Program Director, 415-447-2462, sngo@openhand.org																							
<b>Funding</b>	Ryan White Part B (RWPB)												General Fund (GTZ)											
<b>Appendices</b>	A-1 / B-1		A- 1/ B-1a		A-1 / B-1b		A-1 / B-1c		A-1 / B-1d		A-2 / B-2		A-2 / B-2a		A-2 / B-2b		A-2 / B-2c		A-2 / B-2d		A-2 / B-2e			
<b>Amount</b>	\$1,278,279		\$1,278,279		\$1,426,235		\$1,398,831		\$1,306,315		\$61,500		\$341,500		\$341,500		\$351,745		\$351,745		\$351,745			
<b>Funding Term</b>	4/01/17-3/31/18		4/01/18-3/31/19		4/1/19 - 3/31/20		4/1/20 - 3/31/21		4/01/21-3/31/22		4/01/17-6/30/17		7/01/17-6/30/18		7/01/18-6/30/19		7/1/19 - 6/30/20		7/01/20-6/30/21		7/1/21-6/30/22			
<b>Number / Type - UOS/UDC *</b>	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC		
<b>Prepared Meals</b>	85,822	800	83,285	800	68,039	800	66,750	800	64,298	775	4,205	30	23,350	120	23,350	120	22,040	120	22,782	120	19,186	120		
<b>Grocery Bags</b>	9,607	800	9,323	800	15,589	800	12,680	800	12,273	775	471	30	2,614	120	2,614	120	3,062	120	2,551	120	2,643	120		
<b>Nutrition Couns Hrs</b>	250	175	250	175	247	175	247	175	240	175	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
<b>Coord/Deliver Food (COVID) Visits</b>	N/A	N/A	N/A	N/A	N/A	N/A	700	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
<b>Totals</b>	<b>95,679</b>	<b>800</b>	<b>92,858</b>	<b>800</b>	<b>83,875</b>	<b>800</b>	<b>80,377</b>	<b>800</b>	<b>76,811</b>	<b>775</b>	<b>4,676</b>	<b>30</b>	<b>25,964</b>	<b>120</b>	<b>25,964</b>	<b>120</b>	<b>25,102</b>	<b>120</b>	<b>25,333</b>	<b>120</b>	<b>21,829</b>	<b>120</b>		
<b>Funding</b>	RWPB X08						RW Part A (COVID/CarryForward)																	
<b>Appendices</b>	A-1 / B-1.1		A-1 / B-1.1a		A-1 / B-1.1b		A-3 / B-3		A-3 / B-3a															
<b>Amount</b>	\$72,000		\$70,000		\$145,395		\$53,000		\$102,000															
<b>Funding Term</b>	4/01/17-9/29/17		9/30/17-9/29/18		9/30/18-9/29/19		4/1/20 - 3/31/21		8/1/20-2/28/21															
<b>Number / Type - UOS/UDC *</b>	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC														
<b>Prepared Meals</b>	4,923	40	4,647	18	4,900	55	3,219	40	4,660	60														
<b>Grocery Bags</b>	551	40	565	20	1,000	65	294	40	1,300	60														
<b>Totals</b>	<b>5,474</b>	<b>40</b>	<b>5,212</b>	<b>20</b>	<b>5,900</b>	<b>75</b>	<b>3,513</b>	<b>40</b>	<b>5,960</b>	<b>60</b>														
<b>Target Population</b>	Low-income PLWHA from anywhere in SF with the majority living in the Tenderloin, South of Market and other low-income areas of the city.																							
<b>Description of Services</b>	Nutritional health through prepared meals, groceries, nutrition assessments and other food and nutrition counseling.																							

\* NOTE: Total UDC is not a sum of the UDC from each mode of service; many clients receive more than one service.

1. **PROGRAM NAME / ADDRESS** **Project Open Hand / HIV/AIDS Food and Nutrition Services**  
730 Polk Street, San Francisco, California 94109  
415-447-2300 Fax: 415-447-2490, [www.openhand.org](http://www.openhand.org)  
**Contacts / Phone** Serena Ngo, Director, Wellness Program, [sngo@openhand.org](mailto:sngo@openhand.org), 415-447-2462  
Ana Ayala, VP of Programs, [aayala@openhand.org](mailto:aayala@openhand.org), 415-447-2330
2. **NATURE OF DOCUMENT** **Contract Amendment**

### 3. GOAL STATEMENT

To improve the nutritional health of all people living with HIV/AIDS through prepared meals, groceries, nutrition assessments and other food and nutrition services.

### 4. TARGET POPULATION

The target population for this contract is low-income San Francisco residents, of all ethnicities and populations, with symptomatic or disabling HIV disease whose eligibility is certified by their primary care provider. Project Open Hand (POH) serves residents of every neighborhood in San Francisco, however most of the HIV+ clients served live in the Tenderloin, South of Market and other low-income areas of the city.

POH assures that HHS funds are used only to fund services not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-incomes and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-incomes and are underinsured. Low income status is defined as 500% of Federal Poverty Level as defined by the US Department of Health and Human Services

A client's HIV diagnosis must be confirmed at intake. Client eligibility determination for residency, low-incomes, and insurance status must be confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be by a client's self-attestation, but must be documented in the client's file or in ARIES

### 5. MODALITIES and INTERVENTIONS: Units of Service (UOS) and Unduplicated Clients (UDC)

**\*\*Total UDC is not the sum of UDC from each mode of service**

Appendix / Period / Funds	Units of Service Description	UOS	UDC
A-1 / B-1: 04/01/17 – 03/31/18  RWPB	<b>Food: Prepared Meals</b> 800 clients x ~9 meals / mo. x 12 mos.	85,822	800
	<b>Food: Grocery Bags</b> 800 clients x ~1 grocery bag / mo. x 12 mos.	9,607	800
	<b>Nutrition: Counseling Hours</b> .20 FTE x 48 wk. x 40 hrs. /wk. x 65% effort	250	175
<b>Total UOS and Total UDC</b>		<b>95,679</b>	<b>800</b>
Appendix / Period / Funds	Units of Service Description	UOS	UDC
A-1 / B-1.1 / 04/01/17 – 09/29/17  RWPB-X08	<b>Food: Prepared Meals</b> 40 clients x ~21 meals/month x 6 mos.	4,923	40
	<b>Food: Grocery Bags</b> 40 clients x ~2.3 grocery bags / mo. x 6 mos.	551	40
<b>Total UOS and Total UDC</b>		<b>5,474</b>	<b>40</b>

Project Open Hand  
HIV / AIDS Food and Nutrition Services

Appendix A-1  
04/01/2017 – 03/31/2022  
Ryan White Part B (RWPB) / RWPB-X08

Appendix / Period / Funds	Units of Service Description	UOS	UDC
A-1 / B-1.1a / 09/30/17 – 09/29/18  RWPB-X08	<b>Food: Prepared Meals</b> 18 clients x ~21 - 22 meals / mo. x 12 mos.	4,647	18
	<b>Food: Grocery Bags</b> 20 clients x ~2.3 grocery bags / mo. x 12 mos.	565	20
<b>Total UOS and Total UDC</b>		<b>5,212</b>	<b>20</b>
Appendix / Period / Funds	Units of Service Description	UOS	UDC
A-1 / B-1a: 04/01/18 – 03/31/19  RWPB	<b>Food: Prepared Meals</b> 800 clients x ~8 - 9 meals / mo. x 12 mos.	83,285	800
	<b>Food: Grocery Bags</b> 800 clients x ~1 (.97) grocery bag / mo. x 12 mos.	9,323	800
	<b>Nutrition: Counseling Hours</b> .20 FTE x 48 wk. x 40 hrs. /wk. x 65% effort	250	175
<b>Total UOS and Total UDC</b>		<b>92,858</b>	<b>800</b>
Appendix / Period / Funds	Units of Service Description	UOS	UDC
A-1 / B-1.1b / 09/30/18 – 09/29/19  RWPB-X08	<b>Food: Prepared Meals</b> 55 clients x ~7 - 8 meals / mo. x 12 mos.	4,900	55
	<b>Food: Grocery Bags</b> 65 clients x ~1.28 grocery bags / mo. x 12 mos.	1,000	65
<b>Total UOS and Total UDC</b>		<b>5,900</b>	<b>75</b>
Appendix / Period / Funds	Units of Service Description	UOS	UDC
A-1 / B-1b: 04/01/19 – 03/31/20  RWPB	<b>Food: Prepared Meals</b> 800 clients x ~7 – 8 (7.09) meals/mo. x 12 mos.	68,039	800
	<b>Food: Grocery Bags</b> 800 clients x ~1 (1.6) grocery bag / mo. x 12 mos.	15,589	800
	<b>Nutrition: Counseling Hours</b> .20 FTE x 48 wk. x 40 hrs. /wk. x 64.5% effort	247	175
<b>Total UOS and Total UDC</b>		<b>83,875</b>	<b>800</b>
Appendix / Period / Funds	Units of Service Description	UOS	UDC
A-1 / B-1c: 04/01/20 – 03/31/21  RWPB	<b>Food: Prepared Meals</b> 800 clients x ~7 (6.9) meals/mo. x 12 mos.	66,750	800
	<b>Food: Grocery Bags</b> 800 clients x ~1 (1.3) grocery bag / mo. x 12 mos.	12,680	800
	<b>Nutrition: Counseling Hours</b> .20 FTE x 48 wk. x 40 hrs. /wk. x 64.5% effort	247	175
	<b>Coordinate &amp; Deliver Food (COVID) - Visits</b> 50 clients x 1 weekly grocery delivery x 14 wks.	700	50
<b>Total UOS and Total UDC</b>		<b>80,377</b>	<b>800</b>
Appendix / Period / Funds	Units of Service Description	UOS	UDC
A-1 / B-1d: 04/01/21 – 03/31/22  RWPB	<b>Food: Prepared Meals</b> 775 clients x ~7 meals/mo. x 12 mos.	64,298	775
	<b>Food: Grocery Bags</b> 775 clients x ~1 (1.3) grocery bag / mo. x 12 mos.	12,273	775
	<b>Nutrition: Counseling Hours</b> .20 FTE x 48 wk. x 40 hrs. /wk. x 64.5% effort	240	175
<b>Total UOS and Total UDC</b>		<b>76,811</b>	<b>775</b>

**\*\*Total UDC is not the sum of UDC from each mode of service**



## 6. METHODOLOGY

POH serves over 350,000 meals and over 70,000 grocery bags to approximately 2,800 People Living with HIV/AIDS (PLWHA) annually. There is no charge for services, and POH does not have a waiting list for eligible clients. The scope of service POH provides PLWHA far exceeds the funds received from government contracts. Private donations account for most of the funds needed to support POH's HIV program, and last year, volunteers donated over 161,000 hours to help POH meet service goals.

**Developing a new client referral network:** POH maintains relationships with key points of access inside and outside of the HIV service system, including Ward 86, emergency rooms, substance abuse treatment programs, detox centers, adult and juvenile probation, HIV counseling and testing, mental health programs, and homeless shelters. POH Bilingual Outreach Coordinators participate in more than 100 health fairs, speaking opportunities, and neighborhood events each year. POH leadership participates actively in the HIV/AIDS Providers Network, Getting to Zero, Food Security Task Force and Food Is Medicine Coalition. The POH Medical Advisory Council, consisting of Physicians and Researchers from the San Francisco medical community, advises on trends in client needs and medications.

Ensuring service meets client needs and determining eligibility: Service eligibility requires certification from a medical provider. Many clients will engage with their medical team in order to access POH's delicious meals. With physician input and following HRSA eligibility criteria, POH developed a certification form that identifies PLWHA who need services based on their medical condition and food insecurity. Clients qualify for multiple services based on food insecurity and health acuity. This programmatic nuance provides the most comprehensive service possible to PLWHA who are the sickest and maintains a baseline of food and nutrition for clients whose health and food security are stable. A client can receive up to 100% of daily nutritional requirements from POH.

Services may begin immediately if a prospective client submits a valid letter of diagnosis specifying HIV+ status, proof of residency, insurance, and income. The latter two documents verify 'payer of last resort' status, but in no way affect their access to services. Newly referred clients meet with a POH caseworker to discuss services, the annual recertification process, to collect demographic information, confirm eligibility, and initiate service. Clients are required to meet with a Registered Dietician (RD) to discuss specific dietary needs. Every client receives a "Welcome Packet", which includes their rights and responsibilities, consent to treatment, assurance of confidentiality, and grievance policy.

Clients must visit their medical provider every six months to recertify. This allows caseworkers and RDs to gather information from providers on how POH's nutrition service helps clients comply with medication, manage chronic conditions, ensure adequate access to nutrition, prevent deterioration of health, and provides Medical Nutrition Therapy.

**Complete Food and Nutrition Intervention:** POH bases its intervention model on 32 years of working with the nutritional needs of PLWHA. Recently published research in the Journal of Urban Health by the UCSF School of Medicine confirmed the POH model of care by demonstrating that services vastly improve the physical and mental health of clients.

**Delicious Prepared Meals** are designed to meet the needs of clients and provide a minimum of one-third of the daily nutritional requirements for PLWHA. RDs work with chefs to develop menus, evaluate food appropriateness, and monitor the macronutrients and ensure all meals are low fat and heart healthy. Clients may also select from no dairy, vegetarian, renal, mechanical soft, pescatarian, bland, and diabetic meals. Volunteers help the staff prepare and package meals. Three daily volunteer shifts in the kitchen equate to 27,000 hours of volunteer time annually. Although the kitchen prepares meals every day of the week, clients choose the number of meals to receive, and how to receive them - a daily, hot meal or up to seven frozen meals. If they are unable to pick up their meals at the Grocery Center, they may have either meal plan delivered to their home or surrogate.

POH delivers meals throughout the city every day within a two-hour window of time. Staff delivery drivers use vans equipped with mobile ovens and freeze boxes to keep hot and frozen meals at safe temperatures in accordance with standards set by the California Retail Food Code. Volunteers (donating over 6,400 hours yearly) deliver meals on eight routes throughout San Francisco. These hand-delivered meals not only provide clients with nourishment, but also a compassionate and social point of contact. For many homebound clients, POH staff and volunteers may be the only person they interact with that day which is an important engagement that allows POH to spot obvious health changes.

The POH **Grocery Center**, unlike most food pantries, which exist solely to address hunger, provides food that meets the nutritional needs and medical regimens of PLWHA. As the dietary needs of PLWHA are different from others due to medications and disease progression, POH offers a variety of fresh, high-quality food items, including proteins, dairy, fruits, vegetables, and grains. The grocery bag service provides a minimum of one-third of the weekly nutritional requirements. Each week, clients who access the Grocery Center may select the specific items that they want from a variety of choices (retail value of a bag of groceries is \$80). For marginally housed clients without cooking facilities, POH offers a pre-packed bag of groceries with “no-cook” items that are ready-to-eat. Approximately 1,800 clients shop at the Grocery Center weekly. Volunteers contribute approximately 115,000 hours annually assisting clients, packaging groceries, and helping with inventory.

The Grocery Center not only provides food, but it also provides a communal space for clients to gather. It is a resource hub too, where housing, workforce development, medical, mental health, case management, and legal services are brought on site to meet client needs while they are shopping. Additionally, POH provides up-to-date guides for HIV nutrition related issues and additional, less-intensive food resources such as Food Pantries, Congregate Dining Centers and CalFresh/SNAP program for eligible and interested clients. As clients stabilize and leave POH, they are better able to sustain their health, and they are better connected to healthy food resources in San Francisco. POH maintains secure client files permanently to facilitate easy re-engagement with POH should their needs change.

**Dietetic and Nutritional Counseling** is an instrumental part of POH services. Each RD is an expert in the nutritional aspects of HIV disease management and ART adherence. They teach and counsel POH clients. New clients are required to meet with an RD during the intake process to evaluate specific nutritional needs. Recommendations build upon eating nutritionally dense foods that complement their medicinal regimens, using food to combat metabolic syndrome, and managing their individual symptoms, such as weight loss, diarrhea, nausea, poor appetite, and mouth/dental/swallowing problems. During the initial session, high-need clients are identified, and follow-up appointments are made to monitor progress. Caseworkers and RD meet with clients at least every six months to monitor nutrition impact and behavior change.

Any client may schedule an infinite number of sessions and a RD is always on staff during Grocery Center hours for drop-ins. In addition to individual counseling sessions, RD are responsible for nutrition education activities that aid clients in meal program adherence. These activities include cooking demonstrations, recipes, written tips on monthly menus and educational handouts. POH provides all the necessary educational materials for clients to feel empowered to make their own informed, healthy eating choices in their own communities. Throughout client engagement, RD measure improvement in nutrition choices, paying specific attention to increases in knowledge and self-advocacy. This measurement allows RD to create a more individualized approach to their work, helping each client brainstorm specific solutions to reach their individual health goals.

**Addressing Client Needs and Barriers to Access:** While the program ensures accurate service levels and addresses the medical nutrition needs of PLWHA, there are many clients that have trouble engaging in care due to cultural, organizational, and geographical barriers. To breakdown these barriers, POH has taken many additional steps to provide an inclusive environment. There are bilingual and ASL client service staff and translated materials, such as recipes, nutrition handouts, and community flyers. Menus include culturally competent diets for all population groups. POH actively recruits a diversified workforce and holds quarterly client town halls. Through this, POH can garner ground level perspectives on obstacles experienced by clients. For clients that have limited cooking instruments and experience food storage limitations, there are multiple quantity options, frozen/fresh/hot meals, groceries, no-cook items, and spices. Most importantly, POH realizes that many clients are physically unable to travel to POH. For clients who are homebound, the distribution team delivers services to their doorstep. For those who enjoy participating in a more communal setting, POH has two vans equipped with warming ovens, freezers, and grocery shelves to bring services into their communities four days a week. This year POH is also exploring co-location opportunities inside the Bayview YMCA, Mission Neighborhood Health Center, and other community centers.

**Client Satisfaction and Feedback:** Satisfaction surveys are conducted with clients to evaluate the appeal, taste and variety of the meals, the Grocery Center services, and POH overall customer service. Ongoing feedback is gathered not only through surveys, but also on a voicemail suggestion line, comment cards in the Grocery Center, bimonthly lunches with the CEO, and quarterly town hall meetings. POH measures client satisfaction with food and services, client medication adherence, nutrition knowledge, medical engagement, resource access and mental health status. If not on the spot, POH responds within 24 hours to client challenges and complaints directly and on the Feedback Board in the Grocery Center.

**Continuous Quality Improvement:** POH operations follow federal, state, local and agency standards for food sanitation and safety, infection control and universal precautions. To ensure continuous quality improvement, internal departments meet regularly to evaluate kitchen operations, menus, and nutrition goals. More detail is available in the Data Collection and Quality Assurance Plan section.

POH tracking of service utilization, invoicing, and maintaining compliance: As the first and largest provider of food and nutrition for PLWHA in the United States, POH built a database to monitor service utilization more closely. Each client interaction is recorded in the system. Analysis of the data allows POH to identify access barriers and shifting client needs. With this system, POH can match and confirm that clients are fully registered in ARIES. If the client is not registered in ARIES, Caseworkers register the client and update the information regularly. Staff uploads secure files into ARIES monthly to ensure all information in ARIES is current and accurate. The system details the volume of UOS (UOS) and Unduplicated Clients (UDC) served, which is invoiced through the template system created by SFDPH. Invoices are submitted in accordance with the monthly deadline.

The MIP Accounting System and Functional Allocation Models allow POH to track each expenditure from tofu purchases to delivery driver salaries. Each expenditure is tied to a service, invoice, and contract engaged. This segregation of funding sources allows POH to ensure that for RWCA contracted UOS and UDC, there are no other funders or vice versa. These contract dollars are specifically allocated to UOS provision and not toward capital items or other expenditures. However, it is important to recognize that the funding received in this contract would only pay for a portion of the service provided. The remainder of the funds are privately raised. As a means of continuous evaluation, and in order to anticipate modification requirements, POH reviews utilization weekly and expenditures monthly. All methods are in accordance with OMB, A122, and A133, and POH has significant internal process audits to evaluate policy and procedure adherence in all areas.

#### **ARIES Database**

POH collects and submit all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for HHS providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. POH participates in the planning and implementation of its agency into ARIES.

POH complies with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in ARIES. Registration data is entered in ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month is entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Failure to adhere to HHS standards for quality and timeliness of data entry will risk delay of payment until all data is entered and up to date.

## **7. OBJECTIVES and MEASUREMENTS**

All objectives, and descriptions of how objectives will be measured, are contained in the HHS document entitled "*HHS Performance Objectives.*"

## **8. CONTINUOUS QUALITY IMPROVEMENT**

The program abides by the standards of care for the services specified in this appendix as described in "Making the Connection: Standards of Care for Client-Centered Services. POH operations follow governmental, professional and agency standards for food sanitation and safety, infection control and universal precautions. Food Operations and Grocery Center Committees work together to evaluate the meals and groceries, develop menu cycles, and monitor the safety and sanitation of the kitchen and food storage operations. RD reviews nutrition goals.

Food storage, preparation, and services are monitored according to established Hazard Analysis and Critical Control Points (HACCP) procedures and the California Uniform Retail Food Facilities Law from the California Health and Safety Code, as administered by the SFDPH. These include guidelines for proper temperature control, cleaning, sanitizing, food service worker hygiene, and safe worker habits. All staff are ServSafe certified and RD are credentialed by the Commission on Dietetic Registration.

POH follows written policies to train staff and volunteers regarding infection control, blood-borne pathogens, and universal precautions to prevent the spread of HIV and other disease. Procedures address:

- Communicable disease (i.e., all food handlers must be free of communicable disease to prevent transmission to clients with compromised immune systems.) TB clearances for all staff and food service volunteers are required annually.
- Protective clothing – head & hand coverings are required to prevent contamination.
- Food handler hygiene standards, including hand washing, are enforced.
- First Aid procedures are in place for treating cuts, abrasions, falls, etc.
- Precautions are taken to prevent the spread of HIV through proper handling of blood, body substances, or infectious waste.
- Staff in-service trainings are conducted addressing safe and sanitary habits in the kitchen to prevent food-borne illness and on-the-job injuries.

The Manager of Wellness Programs ensures the quality of services at POH. The current, Board of Directors approved plan includes all quality assurance areas throughout the proposal and the following:

- Annual staff performance plans and evaluations.
- Annual review and update of personnel policies and procedures.
- Annual review of Wellness Program (HIV Services) policies and procedures.

## **9. REQUIRED LANGUAGE**

- |                                    |                                 |
|------------------------------------|---------------------------------|
| a) Third Party Reimbursement:      | See Target Population, Page 1   |
| b) Enrollment Priority/Low Income: | See Target Population, Page 1   |
| c) Client Eligibility:             | See Target Population, Page 1   |
| d) Client Retention:               | N/A                             |
| e) Vouchers:                       | N/A                             |
| f) ARIES Database:                 | See Methodology, ARIES, Pages 5 |
| g) Standards of Care:              | See CQI, Page 5                 |
| h) Subcontractors & Consultants:   | N/A                             |
| i) <u>Termination of Services</u>  |                                 |

In the event that Project Open Hand decides that it can no longer provide the services for which it has contracted under this agreement Project Open Hand will send a written notice to HIV Health Services no less than 90 days prior to the date it wishes to terminate the services. In addition, Project Open Hand will prepare a written plan for the transition of all clients receiving services to another provider of services. This plan must be approved by HHS and should demonstrate a good faith effort to contact and locate all clients both active and inactive before the termination date.

**Project Open Hand (POH)**  
**HIV/AIDS Food and Nutrition Services – GTZ**

**Appendix: A-2**  
**04/01/2017 – 06/30/2022**  
**General Fund GTZ**

- 1. PROGRAM NAME / ADDRESS:** **Project Open Hand**  
**HIV / AIDS Food and Nutrition Services – Getting to Zero**  
730 Polk Street, San Francisco, California 94109  
415-447-2300 Fax: 415-447-2490, [www.openhand.org](http://www.openhand.org)
- Contact Name / Phone:** Serena Ngo, Program Director, [sngo@openhand.org](mailto:sngo@openhand.org)
- 2. NATURE OF DOCUMENT:** **Contract Amendment**

**3. GOAL STATEMENT:**

The Getting to Zero (GTZ) program aims to combat stigma associated with HIV and to improve the HIV Health, and more specifically the Nutritional Health of all people living with HIV/AIDS through prepared meals, groceries, nutrition assessments, education, and other food and nutrition services.

1. Expand and ensure food access for underserved new clients based on poverty and food insecurity by distributing food at off-site locations in communities severely impacted by HIV.
2. Combined expanded capacity to combat food insecurity beyond clients already served by POH and follow up on client referrals from other GTZ funded programs.

**4. TARGET POPULATION**

This portion of the POH contract is targeted to HIV+ unengaged and/or under engaged residents, of all ethnicities and populations, most in need of food; and to clients of the newly funded GTZ programs referenced above. Any other HIV+ clients living with food insecurity who are not already being served with other POH funding may be served as well as clients eligible for any other food and nutrition programs, but who are still unable to meet dietary requirements for adherence and engagement.

The program assures that all HHS funds are only used to pay for services that are not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 500% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.

Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter. Six-month interim eligibility confirmation may be obtained by client self-attestation, but must be documented in the client file or in ARIES

**5. MODALITIES and INTERVENTIONS: Units of Service (UOS) and Unduplicated Clients (UDC)**

**\*\*Total UDC is not the sum of UDC from each mode of service**

<b>Goal # 1: Food Access for Underserved Clients</b>				
<b>Appendix / Term</b>	<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2: 04/01/17 – 06/30/17	Delivered Meals	1 UOS = 1 prepared meal	1,388	10
	Grocery Bags	1 UOS = 1 grocery bag	155	10
<b>Goal 1 Total UOS and Total UDC</b>			<b>1,543</b>	<b>10</b>

Project Open Hand (POH)  
HIV/AIDS Food and Nutrition Services – GTZ

Appendix: A-2  
04/01/2017 – 06/30/2022  
General Fund GTZ

<b>Goal # 2: Expand Capacity</b>					
<b>Appendix / Term</b>		<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2: 04/01/17 – 06/30/17		Delivered Meals	1 UOS = 1 prepared meal	1,051	10
		Grocery Bags	1 UOS = 1 grocery bag	118	10
<b>Goal 2 Total UOS and Total UDC</b>				<b>1,169</b>	<b>10</b>
<b>Goal # 3: Link, Track and Follow up Client Referrals</b>					
<b>Appendix / Term</b>		<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2: 04/01/17 – 06/30/17		Delivered Meals	1 UOS = 1 prepared meal	1,766	10
		Grocery Bags	1 UOS = 1 grocery bag	198	10
<b>Goal 3 Total UOS and Total UDC</b>				<b>1,964</b>	<b>10</b>
<b>Total UOS and UDC (04/01/17 – 06/30/17)</b>				<b>4,676</b>	<b>30</b>
<b>Goal # 1: Food Access for Underserved Clients</b>					
<b>Appendix / Term</b>		<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2a: 07/01/17 – 06/30/18		Delivered Meals	1 UOS = 1 prepared meal	7,706	40
		Grocery Bags	1 UOS = 1 grocery bag	863	40
<b>Goal 1 Total UOS and Total UDC</b>				<b>8,569</b>	<b>40</b>
<b>Goal # 2: Expand Capacity</b>					
<b>Appendix / Term</b>		<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2a: 07/01/17 – 06/30/18		Delivered Meals	1 UOS = 1 prepared meal	5,838	30
		Grocery Bags	1 UOS = 1 grocery bag	653	30
<b>Goal 2 Total UOS and Total UDC</b>				<b>6,491</b>	<b>30</b>
<b>Goal # 3: Link, Track and Follow up Client Referrals</b>					
<b>Appendix / Term</b>		<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2a: 07/01/17 – 06/30/18		Delivered Meals	1 UOS = 1 prepared meal	9,806	50
		Grocery Bags	1 UOS = 1 grocery bag	1,098	50
<b>Goal 3 Total UOS and Total UDC</b>				<b>10,904</b>	<b>50</b>
<b>Total UOS and UDC (07/01/17 – 06/30/18)</b>				<b>25,964</b>	<b>120</b>
<b>Goal # 1: Food Access for Underserved Clients</b>					
<b>Appendix / Term</b>		<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2b: 07/01/18 – 06/30/19		Delivered Meals	1 UOS = 1 prepared meal	7,706	40
		Grocery Bags	1 UOS = 1 grocery bag	863	40
<b>Goal 1 Total UOS and Total UDC</b>				<b>8,569</b>	<b>40</b>
<b>Goal # 2: Expand Capacity</b>					
<b>Appendix / Term</b>		<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2b: 07/01/18 – 06/30/19		Delivered Meals	1 UOS = 1 prepared meal	5,838	30
		Grocery Bags	1 UOS = 1 grocery bag	653	30
<b>Goal 2 Total UOS and Total UDC</b>				<b>6,491</b>	<b>30</b>
<b>Goal # 3: Link, Track and Follow up Client Referrals</b>					
<b>Appendix / Term</b>		<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2b: 07/01/18 – 06/30/19		Delivered Meals	1 UOS = 1 prepared	9,806	50
		Grocery Bags	1 UOS = 1 grocery bag	1,098	50
<b>Goal 3 Total UOS and Total UDC</b>				<b>10,904</b>	<b>50</b>
<b>Total UOS and UDC (07/01/18 – 06/30/19)</b>				<b>25,964</b>	<b>120</b>

Project Open Hand (POH)  
HIV/AIDS Food and Nutrition Services – GTZ

Appendix: A-2  
04/01/2017 – 06/30/2022  
General Fund GTZ

<b>Goal # 1: Food Access for Underserved Clients</b>				
<b>Appendix / Term</b>	<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2c: 07/01/19 – 06/30/20	Delivered Meals	1 UOS = 1 prepared meal	6,585	40
	Grocery Bags	1 UOS = 1 grocery bag	1,291	40
<b>Goal 1 Total UOS and Total UDC</b>			<b>7,876</b>	<b>40</b>
<b>Goal # 2 / # 3: Expand Capacity / Link, Track and Follow up Client Referrals</b>				
<b>Appendix / Term</b>	<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2c: 07/01/19 – 06/30/20	Delivered Meals	1 UOS = 1 prepared meal	15,455	80
	Grocery Bags	1 UOS = 1 grocery bag	1,771	80
<b>Goal 2 Total UOS and Total UDC</b>			<b>17,226</b>	<b>80</b>
<b>Total UOS and UDC (07/01/19 – 06/30/20)</b>			<b>25,102</b>	<b>120</b>
<b>Goal # 1: Food Access for Underserved Clients</b>				
<b>Appendix / Term</b>	<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2d: 07/01/20 – 06/30/21	Delivered Meals	1 UOS = 1 prepared meal	5,645	40
	Grocery Bags	1 UOS = 1 grocery bag	694	40
<b>Goal 1 Total UOS and Total UDC</b>			<b>6,339</b>	<b>40</b>
<b>Goal # 2: Expand Capacity</b>				
<b>Appendix / Term</b>	<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2d: 07/01/20 – 06/30/21	Delivered Meals	1 UOS = 1 prepared meal	5,838	30
	Grocery Bags	1 UOS = 1 grocery bag	653	30
<b>Goal 2 Total UOS and Total UDC</b>			<b>6,491</b>	<b>30</b>
<b>Goal # 3: Link, Track and Follow up Client Referrals</b>				
<b>Appendix / Term</b>	<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2d: 07/01/20 – 06/30/21	Delivered Meals	1 UOS = 1 prepared meal	11,299	50
	Grocery Bags	1 UOS = 1 grocery bag	1,204	50
<b>Goal 3 Total UOS and Total UDC</b>			<b>12,503</b>	<b>50</b>
<b>Total UOS and UDC (07/01/20 – 06/30/21)</b>			<b>25,333</b>	<b>120</b>
<b>Goal # 1: Food Access for Underserved Clients</b>				
<b>Appendix / Term</b>	<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2e: 07/01/21 – 06/30/22	Delivered Meals	1 UOS = 1 prepared meal	4,895	40
	Grocery Bags	1 UOS = 1 grocery bag	643	40
<b>Goal 1 Total UOS and Total UDC</b>			<b>5,538</b>	<b>40</b>
<b>Goal # 2 / # 3: Expand Capacity / Link, Track and Follow up Client Referrals</b>				
<b>Appendix / Term</b>	<b>UOS Description</b>		<b>UOS</b>	<b>UDC</b>
A-2 / B-2e: 07/01/21 – 06/30/22	Delivered Meals	1 UOS = 1 prepared meal	14,291	80
	Grocery Bags	1 UOS = 1 grocery bag	2,000	80
<b>Goal 2 Total UOS and Total UDC</b>			<b>16,291</b>	<b>80</b>
<b>Total UOS and UDC (07/01/21 – 06/30/22)</b>			<b>21,829</b>	<b>120</b>

**\*\*Total UDC is not the sum of UDC from each mode of service**

## **6. METHODOLOGY**

### **Goal # 1: Food Access for Underserved Clients**

#### **A. Outreach, Recruitment and Promotion**

POH nutrition outreach coordinators and caseworkers will develop and implement communication and education programs focusing on navigation centers, SROs, needle exchange programs, mobile health services, city and free clinics, mobile laundry/bathing/bathroom services, etc.

Where food and client safety can be established, POH will establish remote sites and/or colocations with existing, trusted service providers to these populations. These remote delivery models will bring food to the clients.

Greater outreach resources will be required in the program's first year to build inroads and trust, and to process client flow, as this population of under/unengaged HIV+ individuals is sometimes reluctant or unable to engage. POH will utilize outreach and engagement strategies effective in the Food Insecure populations with these HIV+ clients to address access, stigma, eligibility, documentation and culture.

In addition to street-level and direct population outreach, POH will work with existing, trusted providers including MNHC, 3rd Street Youth Clinic, Southeast Health Center, Instituto de la Raza, AAHI, Bayview Hunters Point Foundation, Visitation Valley Community Center, incarceration release programs, places of worship and others. The client outreach program will educate providers, community centers, places of worship, pantries, and all potential points of contact about POH services and access points. Clients will receive incentives such as hygiene kits, daily living kits, food vouchers, etc. as necessary to encourage engagement.

#### **B. Admission, Enrollment and/or Intake Criteria**

Newly referred clients meet with a POH caseworker to discuss POH services, the annual recertification process, specific dietary needs, symptom management, and to collect demographic information and confirm all documents are in place to trigger service. The ultimate goal is for each new client to leave with nutrition. First each new client is asked if they are engaged in care or have seen a medical provider recently. The client is enrolled to receive food for at least 6 months whether or not they are currently seeing a medical provider. If the client is willing to complete an intake for the Medical Model Program the Caseworker will enroll the client. The Caseworker will also offer to send the POH medical form directly to the medical provider. This process will not impede clients' access to food.

Throughout each 6 month period of enrolment, POH staff supports engagement in medical care, but it is not a required enrollment criteria. POH staff builds a relationship with the client to encourage trust and care. If a client falls out of care, POH supports reengagement while providing nutrition as the stabilizing service.

#### **C. Service Delivery Model**

The POH intervention model that has proven to engage clients, increase adherence and improve health includes the following three key elements:

- 1) medically tailored nutrition
- 2) nutrition education
- 3) medical engagement

POH will introduce its existing service model to communities in addition to current services. Working with existing community based organizations, SF/Marin Food Bank pantries and through a mobile POH Meal-Mobile, POH will meet clients where they are already connecting to services or in their neighborhoods.

The POH mobile delivery vehicle will provide clients with privacy for intake, a pantry to shop from, and a choice of frozen or hot meals. This additional engagement structure will be required to address and mitigate stigma, transportation, access and housing stability in this un/under engaged population.

POH will establish remote distribution through the following modalities: grocery/meal home delivery, colocation with existing trusted community partners, text-popups in client population centers (notifying clients who have provided cellular contact info that POH will be in their neighborhood or at their community center/clinic) colocation with existing pantry systems, and expanded congregate dining opportunities in key communities.



All clients must receive nutrition education through in-person or remote medium (texted video, GIFs, etc.) and will participate in nutrition education workshops or individual sessions with the Dietician to develop sustainable nutrition behaviors that address food security and disease symptoms. This engagement must happen at least semi-annually for clients to remain eligible.

### **Prepared Meals**

Prepared Meals are designed to meet the needs of clients and provide a minimum of one-third of the daily nutritional requirements for people living with HIV. These medically tailored meals not only meet nutrition requirements of HIV+ clients but address most detrimental symptoms and common comorbid diagnoses associated with HIV, and aging with HIV, such as anal cancer, HCV, diabetes and heart disease.

The Registered Dietitian (funded elsewhere) works with the chefs to develop menus, evaluate food appropriateness, and monitor the nutritional content of the meals. In addition to the regular menu, clients can select from low-fat/no dairy, vegetarian, renal, mechanical soft, bland, and diabetic meals. Culturally appropriate meal requirements and client preferences are addressed whenever possible.

Although the kitchen prepares meals every day of the week, clients choose the number of meals to be received and how to receive them. Clients may pick up 4-7 packs of frozen meals or request a weekly delivery of four to seven frozen meals. And clients may pick up a daily hot or frozen meal at POH, or have it delivered to their homes. POH staff and volunteers deliver meals throughout the city every weekday and clients can expect to receive meals within a two hour window of time. Staff delivery drivers use vans that have been equipped with mobile ovens and freeze boxes to keep hot and frozen meals at safe temperatures.

Whenever possible POH delivery and client contact staff perform informal health-checks when meals are delivered to clients participating in the Medical Model Program. Health checks consist of simple inquiries of the clients and observation of the clients to assess the client's presentation, food consumption, food storage safety, and other indications of general health and service adherence during these visits. This information assists POH with program utilization and with the general well-being of the client.

The health check is an amended version of the evidence-based Mini Nutritional Assessment (MNA). It includes the following observations and questions:

1. When was the last time you met with a medical provider? (client attestation)
2. Are you taking your medication? (observation and client attestation).
3. Are you eating enough? (observation and client attestation).
4. Have you experienced weight loss or gain? (observation and client attestation).
5. How is your mobility (observation and client attestation)
6. Psych stress (observation)
7. Others in household (observation).
8. Status of household (observation)
9. BMI Ankle measure (measurement)

### **Grocery Center**

The POH Grocery Center is unlike food pantries that address hunger, but not necessarily nutrition. Given that the dietary needs of people with HIV are different than others because of medications and disease progression, POH strives to offer a variety of fresh, high-quality food items including: proteins, dairy, fruits, vegetables, and grains. POH has a goal of providing a minimum of one-third of the weekly nutritional requirements for people with HIV.

Each week approximately 1,200 clients shop at the POH Grocery Center and may select the specific items they want. The retail value of a bag of groceries from POH is approximately \$80. A pre-packed bag of groceries with "no-cook" items that are ready-to-eat is offered to homeless clients and those who are marginally-housed without cooking facilities. POH also offers referrals to other services for clients when they visit the Grocery Center, including housing, case management, legal services, benefits counseling and psych/social.

The Registered Dietician is responsible for nutrition education activities and cooking demonstrations to help clients learn healthy eating habits. In addition to Nutritional Counseling the Dietitian helps clients to eat well, stay healthy, and control symptoms such as weight loss, diarrhea, nausea, poor appetite, and mouth/dental/swallowing problems through written nutrition tips on monthly menus, flyers, educational materials in the Grocery Center and recipes.

Periodic satisfaction surveys are conducted with clients to evaluate the appeal, taste and variety of the meals, satisfaction with the Grocery Center, and agency overall customer service. Ongoing feedback is gathered through a voicemail suggestion line, comment cards in the Grocery Center, bimonthly lunches with the CEO, and quarterly town hall meetings.

### **Volunteer Services**

Volunteers contribute over 6,400 hours each year delivering meals on eight routes including both driving and walking delivery routes. Volunteers also staff the POH Tenderloin distribution site where clients who live nearby may choose to pick up meals instead of waiting for delivery. Three daily volunteer shifts in the kitchen translate into 27,000 hours of volunteer time contributed annually to assist with preparing and packaging meals. Volunteers contribute approximately 38,000 hours annually assisting clients, packaging groceries, and helping with inventory in the Grocery Center.

### **D. Discharge Planning and Exit Criteria and Process**

From the beginning, POH clients are educated about nutrition options in their communities. Clients are provided education about food preparation, meal planning, shopping, storage and symptom management. Clients will work with caseworkers to anticipate supplemental food needs and identify sources. These services will be available but not required of the GTZ clients.

### **E. Program Staff**

**Nutrition Outreach Coordinator** (bilingual) – this position develops and implements outreach strategies to underserved and un/under engaged GTZ target populations. This position has direct recruitment and engagement responsibilities at all remote opportunities for clients.

**Caseworker** – this position performs intakes, case management, meal and grocery program changes, treatment team coordination and referrals.

**Registered Dietitians** – in addition to evaluating all meal recipes for nutrition requirements and maintaining current knowledge regarding disease management and ART adherence, this position engages directly with the client and the client's treatment team to provide education about the integration of food and nutrition into daily care and the impact on adherence.

**Van Drivers** – this position engages directly with remote clients to provide safe delivery of food and nutrition and to, through simple observations and inquiries, assess apparent changes in client care, health and safety.

**Wellness Manager** – this position manages all aspects of the service development and delivery, processes grievances, reports program metrics and evaluates impact of interventions.

Additionally, the remaining POH workforce includes Development (fundraising), Communications (information dissemination), Programs (client services), Production (preparation of meals), Nutrition Services (diet planning, USDA standards, menu development) and Distribution (meal and service delivery).

**Goal # 2: Expanded Capacity Combined(with Link, Track & F/U):** to combat food insecurity and follow-up on referrals from GTZ funded programs

#### **A. Outreach, Recruitment and Promotion**

POH Wellness Manager, Caseworkers and Dietitians will continue the referral process with HHS Behavior Health and DPH Service Providers to bring under or unengaged food insecure individuals into the POH model of care. Wellness Manager and Caseworkers will also accept referrals from other GTZ programs.

#### **B. Admission, Enrollment and/or Intake Criteria and Process**

The ultimate goal is for each new client to leave with nutrition. First each new client is asked if they are engaged in care or have seen a medical provider recently. The client is enrolled to receive food for at least 6 months whether or not they are currently seeing a medical provider. If the client is willing to complete an intake for the Medical Model Program the Caseworker will enroll the client. The Caseworker will also offer to send the POH medical form directly to the medical provider. This process will not impede clients' access to food.

Throughout each 6 month period of enrolment, POH staff supports engagement in medical care, but it is not a required enrollment criteria. POH staff builds a relationship with the client to encourage trust and care. If a client falls out of care, POH supports reengagement while providing nutrition as the stabilizing service.

**Project Open Hand (POH)****HIV/AIDS Food and Nutrition Services – GTZ****Appendix: A-2****04/01/2017 – 06/30/2022****General Fund GTZ**

Every client receives a “Welcome Packet” that includes rights and responsibilities as well as the POH grievance policy. Clients work with caseworkers to identify immediate, stabilizing and longer-term nutrition strategies and supplemental nutrition options. The Caseworker gathers client demographics and confirms eligibility through ARIES verification at the POH location. Additionally, prospective clients may provide eligibility documentation on site. Where eligibility isn’t immediately available, clients will receive one provisional service until eligibility is confirmed. Caseworkers facilitate connections to housing, legal services, mental health services, substance abuse services, and pharmacy services. SNAP and CalFresh eligibility is confirmed via SSDI status and via Medi-Cal expansion eligible clients. If the client is not registered in ARIES but presents documentation, the caseworker creates a new client record in ARIES according to ARIES policies and procedures.

Throughout the first 6 months of service (initial period), the Caseworker conducts an assessment of the client’s needs including medical treatment, food security, housing, symptoms, medication, labs and other contributing factors of activities of daily living. At end of the first 6 month period the client is able to renew for another 6 months of service with simple attestations to eligibility. The Caseworker continues to build engagement in the POH model whenever possible, but will not require client participation in the full model to receive food and nutrition services. At end of the 2<sup>nd</sup> period, clients will be required to meet all standard intake criteria for the POH medical model.

**C. Service Delivery Model****Prepared Meals**

Prepared Meals are designed to meet the needs of clients and provide a minimum of one-third of the daily nutritional requirements for people living with HIV. These medically tailored meals not only meet nutrition requirements of HIV+ clients but address most detrimental symptoms and common comorbid diagnoses associated with HIV, and aging with HIV, such as anal cancer, HCV, diabetes and heart disease.

The Registered Dietitian (funded elsewhere) works with the chefs to develop menus, evaluate food appropriateness, and monitor the nutritional content of the meals. In addition to the regular menu, clients can select from low-fat/no dairy, vegetarian, renal, mechanical soft, bland, and diabetic meals. Culturally appropriate meal requirements and client preferences are addressed whenever possible.

Although the kitchen prepares meals every day of the week, clients choose the number of meals to be received and how to receive them. Clients may pick up 4-7 packs of frozen meals or request a weekly delivery of four to seven frozen meals. And clients may pick up a daily hot or frozen meal at POH, or have it delivered to their homes.

POH staff and volunteers deliver meals throughout the city every weekday and clients can expect to receive meals within a two hour window of time. Staff delivery drivers use vans that have been equipped with mobile ovens and freeze boxes to keep hot and frozen meals at safe temperatures.

Whenever possible POH delivery and client contact staff perform informal health-checks when meals are delivered to clients participating in the Medical Model Program. Health checks consist of simple inquiries of the clients and observation of the clients to assess the client’s presentation, food consumption, food storage safety, and other indications of general health and service adherence during these visits. This information assists POH with program utilization and with the general well-being of the client.

The health check is an amended version of the evidence-based Mini Nutritional Assessment (MNA). It includes the following observations and questions:

1. When was the last time you met with a medical provider? (client attestation)
2. Are you taking your medication? (observation and client attestation).
3. Are you eating enough? (observation and client attestation).
4. Have you experienced weight loss or gain? (observation and client attestation).
5. How is your mobility (observation and client attestation)
6. Psych stress (observation)
7. Others in household (observation).
8. Status of household (observation)
9. BMI Ankle measure (measurement)

### **Grocery Center**

The POH Grocery Center is unlike food pantries that address hunger, but not necessarily nutrition. Given that the dietary needs of people with HIV are different than others because of medications and disease progression, POH strives to offer a variety of fresh, high-quality food items including: proteins, dairy, fruits, vegetables, and grains. POH has a goal of providing a minimum of one-third of the weekly nutritional requirements for people with HIV.

Each week approximately 1,200 clients shop at the POH Grocery Center and may select the specific items they want. The retail value of a bag of groceries from POH is approximately \$80. A pre-packed bag of groceries with “no-cook” items that are ready-to-eat is offered to homeless clients and those who are marginally-housed without cooking facilities. POH also offers referrals to other services for clients when they visit the Grocery Center, including housing, case management, legal services, benefits counseling and psych/social.

The Registered Dietician is responsible for nutrition education activities and cooking demonstrations to help clients learn healthy eating habits. In addition to Nutritional Counseling the Dietitian helps clients to eat well, stay healthy, and control symptoms such as weight loss, diarrhea, nausea, poor appetite, and mouth/dental/swallowing problems through written nutrition tips on monthly menus, flyers, educational materials in the Grocery Center and recipes.

Periodic satisfaction surveys are conducted with clients to evaluate the appeal, taste and variety of the meals, satisfaction with the Grocery Center, and agency overall customer service. Ongoing feedback is gathered through a voicemail suggestion line, comment cards in the Grocery Center, bimonthly lunches with the CEO, and quarterly town hall meetings.

### **Volunteer Services**

Volunteers contribute over 6,400 hours each year delivering meals on eight routes including both driving and walking delivery routes. Volunteers also staff the POH Tenderloin distribution site where clients who live nearby may choose to pick up meals instead of waiting for delivery. Three daily volunteer shifts in the kitchen translate into 27,000 hours of volunteer time contributed annually to assist with preparing and packaging meals. Volunteers contribute approximately 38,000 hours annually assisting clients, packaging groceries, and helping with inventory in the Grocery Center.

### **D. Discharge Planning and Exit Criteria**

From the beginning, POH clients are educated about nutrition options in their communities. Clients are provided education about food preparation, meal planning, shopping, storage and symptom management. Clients will work with caseworkers to anticipate supplemental food needs and identify sources. These services will be available to, but not required of the GTZ clients.

### **E. Program Staff**

**Caseworker** – this position performs intakes, case management, meal and grocery program changes, treatment team coordination and referrals.

**Registered Dietitians** – in addition to evaluating all meal recipes for nutrition requirements and maintaining current knowledge regarding disease management and ART adherence, this position engages directly with the client and the client’s treatment team to provide education about the integration of food and nutrition into daily care and the impact on adherence.

**Van Drivers** – this position engages directly with remote clients to provide safe delivery of food and nutrition and to, through simple observations and inquiries, assess apparent changes in client care, health and safety.

**Wellness Manager** – this position manages all aspects of the service development and delivery, processes grievances, reports program metrics and evaluates impact of interventions.

Additionally, the remaining POH workforce includes Development (fundraising), Communications (information dissemination), Programs (client services), Production (preparation of meals), Nutrition Services (diet planning, USDA standards, menu development) and Distribution (meal and service delivery).

## **7. OBJECTIVES AND MEASUREMENTS**

All objectives and descriptions of how objectives will be measured are contained in the DPH document entitled *HHS Performance Objectives*.

## **8. CONTINUOUS QUALITY IMPROVEMENT**

The program abides by the standards of care for the services specified in this appendix as described in *Making the Connection: Standards of Care for Client-Centered Services*. POH operations follow governmental, professional and agency standards for food sanitation and safety, infection control and universal precautions. The Food Operations and Grocery Center Committees work together to evaluate the meals and groceries, develop menu cycles, and monitor the safety and sanitation of kitchen and food storage operations. The R.D. reviews nutrition goals periodically.

Food storage, preparation, and service activities are monitored according to established Hazard Analysis and Critical Control Points (HACCP) procedures and the California Uniform Retail Food Facilities Law from the California Health and Safety Code, as administered by the San Francisco Department of Public Health and the Office on Aging. These include guidelines for proper temperature control, cleaning and sanitizing, food service worker hygiene, and safe worker habits. Eight staff members are ServSafe certified and the R.D. is credentialed by the Commission on Dietetic Registration.

POH follows written policies to train staff and volunteers regarding infection control, blood-borne pathogens, and universal precautions to prevent the spread of HIV and other disease. Procedures address:

- Communicable disease (i.e., all food handlers must be free of communicable disease to prevent transmission to clients with compromised immune systems.) TB clearances for all staff and food service volunteers are required annually.
- Protective clothing – head and hand coverings are required to prevent contamination of foods and utensils.
- Food handler hygiene standards, including hand washing, are enforced.
- First Aid procedures are in place for treating cuts, abrasions, falls, etc.
- Precautions are taken to prevent the spread of HIV through proper handling of blood, body substances, or infectious waste.
- Staff trainings are conducted addressing safe and sanitary habits in the kitchen to prevent food-borne illness and on-the-job injuries.

### **ARIES Database**

POH collects and submits all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for HHS providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. Each HHS-funded agency participates in the planning and implementation of their respective agency into ARIES.

POH complies with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in ARIES. Registration data is entered into ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month is entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Failure to adhere to HHS standards for quality and timeliness of data entry will risk delay of payment until all data is entered and up to date.

### **HIPAA Compliance**

The DPH Privacy Policy is integrated into the POH governing policies and procedures regarding client privacy and confidentiality. Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy and have been adopted, approved and implemented. All staff that handles patient health information are trained (including new hires), and annually updated in the program's privacy/confidentiality policies and procedures. Staff signs documentation when the training occurs.

A written Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is provided to all clients served in their threshold and other languages. If document is not available in the client's relevant language, a verbal translation is provided. Evidence exists in client file that client was given notice. A Summary of the Privacy Notice is posted and visible in registration and common areas of treatment facility. Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are provided.)

Each disclosure of client health information for purposes other than treatment, payment or operations is documented and placed in the client file. Authorization for disclosure of client health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in the client file.

## **9. REQUIRED LANGUAGE**

- |                                    |                               |
|------------------------------------|-------------------------------|
| a) Third Party Reimbursement:      | See Target Population, Page 1 |
| b) Low Income:                     | See Target Population, Page 1 |
| c) Client Eligibility:             | See Target Population, Page 1 |
| d) Client Retention:               | N/A                           |
| e) Vouchers:                       | N/A                           |
| f) ARIES Database:                 | See Methodology, Page 9       |
| g) Standards of Care:              | See CQI, Page 9               |
| h) <u>Termination of Services:</u> |                               |

In the event that POH decides that it can no longer provide the services for which it has contracted under this agreement it will send a written notice to HIV Health Services no less than 90 days prior to the date it wishes to terminate the services. In addition, POH will prepare a written plan for the transition of all clients receiving services to another provider of services. This plan must be approved by HHS and should demonstrate a good faith effort to contact and locate all clients both active and inactive before the termination date.

## Appendix B Calculation of Charges

### 1. Method of Payment

A. Contractor shall submit monthly invoices in the format attached in Appendix F, by the fifteenth (15th) working day of each month for reimbursement of the actual costs for Services of the immediately preceding month. All costs associated with the Services shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after Services have been rendered and in no case in advance of such Services.

### 2. Program Budgets and Final Invoice

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

Appendix B	Budget Summary
Appendix B-1, B-1.1, B-1a, B-1.1a, B-1b, B-1.1b, B-1c, B-1d	<b>HIV/AIDS Food and Nutrition Services</b>
Appendix B-2, B-2a, B-2b, B-2c, B-2d, B-2e	<b>HIV/AIDS Food and Nutrition Services – Getting to Zero</b>
Appendix B-3, B-3a	<b>HIV/AIDS Food and Nutrition Services</b>

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$427,636** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

The maximum dollar for each term and funding source shall be as follows:

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	04/01/17 – 03/31/18	SAM/State RWPB	\$1,278,279
Original Agreement	04/01/17 – 09/29/17	SAM/State RWPB Supplemental	\$72,000
Original Agreement	04/01/17 – 06/30/17	General Fund	\$61,500
Original Agreement	07/01/17 – 06/30/18	General Fund	\$341,500
Original Agreement	04/01/18 – 03/31/19	SAM/State RWPB	\$1,278,279
Original Agreement	04/01/19 – 03/31/20	SAM/State RWPB	\$1,278,279
Original Agreement	04/01/20 – 03/31/21	SAM/State RWPB	\$1,278,279

Internal Contract Revision #1	09/30/17 – 09/29/18	SAM/State RWPB Supplemental	\$70,000
Amendment #1	07/01/18 – 06/30/19	General Fund	\$341,500
Amendment #1	09/30/18 – 09/29/19	SAM/State RWPB	\$145,395
Amendment #1	07/01/19 – 06/30/20	General Fund	\$341,500
Amendment #1	07/01/20 – 06/30/21	General Fund	\$341,500
Revision to Program Budgets #2	09/30/18 – 09/29/19	SAM/State RWPB	\$0
Revision to Program Budgets #3	07/01/19 – 06/30/20	General Fund	\$10,245
Revision to Program Budgets #3	07/01/20 – 06/30/21	General Fund	\$19,039
Revision to Program Budgets #3	04/01/19 – 03/31/20	SAM/State RWPB	\$147,956
Revision to Program Budgets #3	04/01/20 – 03/31/21	SAM/State RWPB	\$28,036
Revision to Program Budgets #4	04/01/2019 – 03/31/2020	SAM/State RWPB	\$0
Revision to Program Budgets #4	07/01/2019 – 06/30/2020	General Fund	\$0
Revision to Program Budgets #4	04/01/2020 – 03/31/2021	SAM/State RWPB	\$0
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	SAM/State RWPB	\$68,100
Revision to Program Budgets #6	04/01/2020 – 03/31/2021	RWPA	\$53,000
Revision to Program Budgets #6	07/01/2020 – 06/30/2021	General Fund	-\$8,794
Revision to Program Budgets #7	08/01/2020 – 02/28/2021	RWPA	\$102,000
<b>Amendment #2</b>	<b>04/01/2020 – 03/31/2021</b>	<b>SAM/State RWPB</b>	<b>\$24,416</b>
<b>Amendment #2</b>	<b>04/01/2021 – 03/31/2022</b>	<b>SAM/State RWPB</b>	<b>\$1,306,315</b>
<b>Amendment #2</b>	<b>07/01/2021 – 06/30/2022</b>	<b>General Fund</b>	<b>\$351,745</b>
		Total Award	<b>\$8,930,069</b>
		Contingency (04/01/20 – 06/30/22)	<b>\$427,636</b>
		Not-to-Exceed Amount	<b>\$9,357,705</b>

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

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

3. 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.



## DPH 1: Department of Public Health Contract Budget Summary by Program

CID# 100002671																Appendix B, Page 3	
DPH Section HIV Health Services											Prepared by: Darin Raffaelli, draffaelli@openhand.org, 415-447-2481					04/01/17 - 06/30/22	
Check one: <input type="checkbox"/> Original <input checked="" type="checkbox"/> <b>Contract Amendment</b> <input type="checkbox"/> Revision to Program Budgets																FY 2016-22	
Org/Contractor Name <b>PROJECT OPEN HAND</b>																Current Fund Notice: 02/2021	
Program/Provider Name	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs		HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs				HIV/AIDS Food & Nutrition Svcs(GTZ)	TOTALS
Appendix Number	B-1.1	B-2	B-1	B-1.1a	B-2a	B-1.1b	B-2b	B-1a	B-2c	B-1b	B-2d	B-1c	B-3	B-3a	B-1d	B-2e	
Appendix Term	4/01/17-9/29/17	4/01/17-6/30/17	4/01/17-3/31/18	9/30/17-9/29/18	7/01/17-6/30/18	9/30/18-9/29/19	7/01/18-6/30/19	4/01/18-3/31/19	7/01/19-6/30/20	4/01/19-3/31/20	7/01/20-6/30/21	4/01/20-3/31/21	4/01/20-3/31/21	8/01/20-2/28/21	4/01/21-3/31/22	7/1/21-6/30/22	
<b>EXPENSES</b>																	
Salaries	\$ 21,562	\$ 45,505	\$ 672,375	\$ 21,562	\$ 164,475	\$ 68,852	\$ 164,475	\$ 679,132	\$ 164,475	\$ 725,717	\$ 152,849	\$ 699,102	\$ 25,604	\$ 48,525	\$ 601,873	\$ 150,862	\$ 4,406,945
Employee Benefits	\$ 7,579	\$ 15,995	\$ 236,340	\$ 7,579	\$ 57,813	\$ 24,201	\$ 57,813	\$ 238,715	\$ 57,813	\$ 255,090	\$ 53,726	\$ 245,734	\$ 9,000	\$ 17,057	\$ 229,314	\$ 57,478	\$ 1,571,247
<b>Total Personnel</b>	<b>\$ 29,141</b>	<b>\$ 61,500</b>	<b>\$ 908,715</b>	<b>\$ 29,141</b>	<b>\$ 222,288</b>	<b>\$ 93,053</b>	<b>\$ 222,288</b>	<b>\$ 917,847</b>	<b>\$ 222,288</b>	<b>\$ 980,807</b>	<b>\$ 206,575</b>	<b>\$ 944,836</b>	<b>\$ 34,604</b>	<b>\$ 65,582</b>	<b>\$ 831,187</b>	<b>\$ 208,340</b>	<b>\$ 5,978,192</b>
Operating Expense	\$ 42,859	\$ -	\$ 369,564	\$ 40,859	\$ 119,212	\$ 45,603	\$ 119,212	\$ 360,432	\$ 119,212	\$ 378,246	\$ 117,030	\$ 363,456	\$ 14,020	\$ 27,996	\$ 358,460	\$ 111,698	\$ 2,587,859
<b>Subtotal Direct Costs</b>	<b>\$ 72,000</b>	<b>\$ 61,500</b>	<b>\$ 1,278,279</b>	<b>\$ 70,000</b>	<b>\$ 341,500</b>	<b>\$ 138,656</b>	<b>\$ 341,500</b>	<b>\$ 1,278,279</b>	<b>\$ 341,500</b>	<b>\$ 1,359,053</b>	<b>\$ 323,605</b>	<b>\$ 1,308,292</b>	<b>\$ 48,624</b>	<b>\$ 93,578</b>	<b>\$ 1,189,647</b>	<b>\$ 320,038</b>	<b>\$ 8,566,051</b>
Indirect Cost Amount	\$ -	\$ -	\$ -	\$ -	\$ 6,739	\$ -	\$ -	\$ 10,245	\$ 67,182	\$ 28,140	\$ 90,539	\$ 4,376	\$ 8,422	\$ 116,668	\$ 31,707	\$ 364,018	
Indirect Cost Rate (%)	0%	0%	0%	0%	0%	4.9%	0%	0%	3%	4.9%	8.696%	6.9%	9.0%	9.0%	9.8%	9.9%	
<b>Total Expenses</b>	<b>\$ 72,000</b>	<b>\$ 61,500</b>	<b>\$ 1,278,279</b>	<b>\$ 70,000</b>	<b>\$ 341,500</b>	<b>\$ 145,395</b>	<b>\$ 341,500</b>	<b>\$ 1,278,279</b>	<b>\$ 351,745</b>	<b>\$ 1,426,235</b>	<b>\$ 351,745</b>	<b>\$ 1,398,831</b>	<b>\$ 53,000</b>	<b>\$ 102,000</b>	<b>\$ 1,306,315</b>	<b>\$ 351,745</b>	<b>\$ 8,930,069</b>
<b>REVENUES &amp; FUNDING SOURCES</b>																	
<b>DPH Funding Sources</b>																	
RWPB CFDA 93.917			\$ 1,278,279					\$ 1,278,279		\$ 1,426,235		\$ 1,398,831			\$ 1,306,315		\$ 6,687,939
GTZ - General Fund		\$ 61,500			\$ 341,500		\$ 341,500		\$ 351,745		\$ 351,745					\$ 351,745	\$ 1,799,735
RWPB X08 CFDA 93.917	\$ 72,000			\$ 70,000		\$ 145,395											\$ 287,395
RWPA COVID 93.914												\$ 53,000					\$ 53,000
RWPA CarryFow 93.914													\$ 102,000				\$ 102,000
<b>Total DPH Revenues</b>	<b>\$ 72,000</b>	<b>\$ 61,500</b>	<b>\$ 1,278,279</b>	<b>\$ 70,000</b>	<b>\$ 341,500</b>	<b>\$ 145,395</b>	<b>\$ 341,500</b>	<b>\$ 1,278,279</b>	<b>\$ 351,745</b>	<b>\$ 1,426,235</b>	<b>\$ 351,745</b>	<b>\$ 1,398,831</b>	<b>\$ 53,000</b>	<b>\$ 102,000</b>	<b>\$ 1,306,315</b>	<b>\$ 351,745</b>	<b>\$ 8,930,069</b>
<b>Total (DPH/Non-DPH)</b>	<b>\$ 72,000</b>	<b>\$ 61,500</b>	<b>\$ 1,278,279</b>	<b>\$ 70,000</b>	<b>\$ 341,500</b>	<b>\$ 145,395</b>	<b>\$ 341,500</b>	<b>\$ 1,278,279</b>	<b>\$ 351,745</b>	<b>\$ 1,426,235</b>	<b>\$ 351,745</b>	<b>\$ 1,398,831</b>	<b>\$ 53,000</b>	<b>\$ 102,000</b>	<b>\$ 1,306,315</b>	<b>\$ 351,745</b>	<b>\$ 8,930,069</b>
Payment Method	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR

## HIV Food and Nutrition Services

04/01/2020 - 03/31/2021

RWPB

## UOS COST ALLOCATION BY SERVICE MODE

Personnel Expenses	FTE	Prepared Meals		Grocery Bags		Nutrition Counseling Hrs		Coordinate & Deliver Food (COVID) Visits		Contract Totals
		Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	
Caseworkers	1.50	59,867	72%	23,863	29%					83,730
Cooks	3.00	74,109	72%	29,540	29%					103,649
Delivery Driver	1.00	24,390	72%	9,722	29%					34,112
Delivery Driver	0.1592							5,698	100%	5,698
Dispatcher	0.8075	22,146	71%	9,045	29%					31,191
Client Engagement Specialist	0.80	14,200	72%	5,660	29%					19,860
Client Engagement Specialist	0.2105							5,440	100%	5,440
Manager, Distribution	0.70	31,987	64%	12,995	26%			4,998	10%	49,980
Director, Operations	0.34	18,689	72%	7,449	29%					26,138
Manager, Volunteer Services	0.65	33,834	72%	13,486	29%					47,320
Director, Wellness Programs	0.65	37,830	72%	15,079	29%					52,909
Purchasing Supervisor	0.65	26,583	72%	10,596	29%					37,179
Operations Coordinator	1.00	26,301	72%	10,484	29%					36,785
Outreach Coordinator	0.20	7,436	72%	2,964	29%					10,400
Porters	1.50	38,050	72%	15,167	29%					53,217
Director, Nutrition Services	0.10					8,590	100%			8,590
Registered Dietician	0.1477					10,138	100%			10,138
Volunteer Coordinators	0.70	22,382	72%	8,922	29%					31,304
VP, Programs	0.10	8,180	72%	3,260	29%					11,440
Culinary Nutrition Technician	0.10438							5,698	100%	5,698
Grocery Center Operations Spvsr	0.11395							5,698	100%	5,698
Kitchen Logistics Supervisor	0.31366							14,758	100%	14,758
Communications Officer	0.10	4,147	72%	1,653	29%					5,800
Staff Accountant	0.15	5,769	72%	2,299	29%					8,068
<b>Total FTE &amp; Total Salaries</b>	<b>14.9969</b>	<b>455,899</b>	<b>65%</b>	<b>182,185</b>	<b>26%</b>	<b>18,728</b>	<b>3%</b>	<b>42,290</b>	<b>6%</b>	<b>699,102</b>
Fringe Benefits	35.15%	160,250	65%	64,037	26%	6,583	3%	14,864	6%	245,734
<b>Total Personnel Expenses</b>		<b>616,149</b>	<b>65%</b>	<b>246,222</b>	<b>26%</b>	<b>25,311</b>	<b>3%</b>	<b>57,154</b>	<b>6%</b>	<b>944,836</b>
<b>Operating Expenses</b>		<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Total</b>
Total Occupancy		30,741	72%	12,253	29%					42,994
Total Materials and Supplies		224,779	72%	89,597	29%					314,376
Other: Client Food		3,575	72%	1,425	29%					5,000
Other: Minor Equipment		776	72%	310	29%					1,086
<b>Total Operating Expenses</b>		<b>259,871</b>	<b>72%</b>	<b>103,585</b>	<b>29%</b>					<b>363,456</b>
<b>Total Direct Expenses</b>		<b>876,020</b>	<b>67%</b>	<b>349,807</b>	<b>27%</b>	<b>25,311</b>	<b>2%</b>	<b>57,154</b>	<b>4%</b>	<b>1,308,292</b>
<b>Indirect Expenses</b>	<b>6.9204%</b>	<b>57,585</b>	<b>64%</b>	<b>22,954</b>	<b>25%</b>	<b>-</b>	<b>0%</b>	<b>10,000</b>	<b>11%</b>	<b>90,539</b>
<b>TOTAL EXPENSES</b>		<b>933,605</b>	<b>67%</b>	<b>372,761</b>	<b>27%</b>	<b>25,311</b>	<b>2%</b>	<b>67,154</b>	<b>5%</b>	<b>1,398,831</b>
<b>UOS per Service Mode</b>		<b>66,750</b>		<b>12,680</b>		<b>247</b>		<b>700</b>		<b>80,377</b>
<b>Cost / UOS by Service Mode</b>		<b>\$14.00</b>		<b>\$29.41</b>		<b>\$102.48</b>		<b>\$95.93</b>		<b>N/A</b>
<b>UDC per Service Mode</b>		<b>800</b>		<b>800</b>		<b>175</b>		<b>50</b>		<b>800</b>

## BUDGET JUSTIFICATION

## 1a) SALARIES

Staff Position 1:	<b>Caseworker</b>				
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals	B.A. Case management experience. Bi-lingual preferred.				
	Annual Salary	x FTE	x Mos per Yr	Annualized if < 12 mos	Total
	\$55,820.13	0.75	12	1.00	\$ 41,865
Staff Position 2:	<b>Caseworker</b>				
	\$55,820.13	0.75	12	1.00	\$ 41,865
Staff Position 3:	<b>Cook</b>				
Brief Duties	Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals	3 yrs cooking in a high volume food service operation, and food protection manager certification.				
	\$34,428.37	1.00	12	1.00	\$ 34,428
Staff Position 4:	<b>Cook</b>				
	\$34,792.58	1.00	12	1.00	\$ 34,793
Staff Position 5:	<b>Cook</b>				
	\$34,428.37	1.00	12	1.00	\$ 34,428
Staff Position 6:	<b>Delivery Driver</b>				
Brief Duties	Responsible for driving agency vehicles to deliver meals and groceries.				
Min Quals	Requires 2 years driving experience, clean driving record and the ability to lift 50 lbs.				
	\$34,112.00	1.00	12	1.00	\$ 34,112
Staff Position 7:	<b>Delivery Driver</b>				
	\$35,796.00	0.1592	12	1.00	\$ 5,698
Staff Position 8:	<b>Dispatcher</b>				
Brief Duties	Responsible for organizing food products by route, scheduling and supervising staff and volunteer drivers.				
Min Quals	3 yrs experience supervising staff and volunteers.				
	\$38,625.60	0.8075	12	1.00	\$ 31,191
Staff Position 9:	<b>Client Engagement Specialist</b>				
Brief Duties	Responsible for greeting clients, helping clients navigate services and recording client service data.				
Min Quals	Previous experience as receptionist and working with vulnerable populations, HIV and critically ill.				
	\$24,825.00	0.80	12	1.00	\$ 19,860
Staff Position 10:	<b>Client Engagement Specialist</b>				
	\$25,843.00	0.2105	12	1.00	\$ 5,440
Staff Position 11:	<b>Manager, Distribution</b>				
Brief Duties	Responsible for scheduling and supervising drivers and distribution staff and volunteers.				
Min Quals	BA in Social Services or related field, experience in food services distribution and supervision of staff.				
	\$71,400.00	0.70	12	1.00	\$ 49,980
Staff Position 12:	<b>Director, Operations</b>				
Brief Duties	Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.				
Min Quals	3 yrs experience managing staff and inventory for food distribution programs.				
	\$76,875.00	0.34	12	1.00	\$ 26,138

## BUDGET JUSTIFICATION

Staff Position 13:	<b>Manager, Volunteer Services</b>				
Brief description of job duties:	Responsible for volunteer recruitment, training and retention, and supervising Volunteer Coordinator.				
Minimum qualifications:	BA in Social Services related field and 2 yrs experience managing volunteers and staff.				
	\$72,800.00	0.65	12	1.00	\$ 47,320
Staff Position 14:	<b>Director, Wellness Programs</b>				
Brief Duties	Responsible for management of all client-related issues including setting service policies and supervising staff.				
Min Quals	BA in Social Svcs and 5 yrs experience supervising svcs for PWHA and behavioral health issues.				
	\$81,399.00	0.65	12	1.00	\$ 52,909
Staff Position 15:	<b>Purchasing Supervisor</b>				
Brief Duties	Responsible for purchasing and inventory management of food and supplies.				
Min Quals	Previous experience in warehouse operations and inventory control.				
	\$57,199.00	0.65	12	1.00	\$ 37,179
Staff Position 16:	<b>Operations Coordinator</b>				
Brief Duties	Responsible for receiving raw goods and inventory management.				
Min Quals	Previous experience in warehouse operations and inventory control.				
	\$36,785.00	1.00	12	1.00	\$ 36,785
Staff Position 17:	<b>Outreach Coordinator</b>				
Brief Duties	Community Outreach, Client and Partner Engagement, program communication and barrier analysis.				
Min Quals	B.A., case management experience. Bi-lingual Spanish.				
	\$52,000.00	0.20	12	1.00	\$ 10,400
Staff Position 18:	<b>Porters</b>				
Brief Duties	Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.				
Min Quals	Requires previous experience working in high-volume kitchen operations.				
	\$35,478.00	1.00	12	1.00	\$ 35,478
Staff Position 19:	<b>Porters</b>				
	\$35,478.00	0.50	12	1.00	\$ 17,739
Staff Position 20:	<b>Director, Nutrition Services</b>				
Brief Duties	Responsible for direct client engagement and assessment and for nutrition education and quality assurance.				
Min Quals	Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients				
	\$85,900.00	0.10	12	1.00	\$ 8,590
Staff Position 21:	<b>Registered Dietician</b>				
Brief Duties	Responsible for direct client engagement and assessment and for nutrition education and quality assurance.				
Min Quals	Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.				
	\$68,640.00	0.1477	12	1.00	\$ 10,138
Staff Position 22:	<b>Volunteer Coordinators</b>				
Brief Duties	Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.				
Min Quals	Requires 3 years experience managing volunteers.				
	\$44,720.00	0.35	12	1.00	\$ 15,652
Staff Position 23:	<b>Volunteer Coordinators</b>				
	\$44,720.00	0.35	12	1.00	\$ 15,652

**BUDGET JUSTIFICATION**

Staff Position 24:	<b>VP, Programs</b>				
Brief Duties	Supervise program and food distribution efforts.				
Min Quals	Bachelors Degree. 5 years significant program management.				
	\$114,400.00	0.10	12	1.00	\$ 11,440
Staff Position 25:	<b>Culinary Nutrition Technician</b>				
Brief Duties	Collecting grocery preferences and submitting weekly grocery orders for clients getting grocery delivery.				
Min Quals	Associates in Culinary Arts or Culinary Nutritionist Certification.				
	\$54,588.00	0.10438	12	1.00	\$ 5,698
Staff Position 25:	<b>Grocery Center Operations Spvsvr</b>				
Brief Duties	Fulfilling weekly grocery orders.				
Min Quals	2+ years' experience managing process and procedures for warehouse or kitchen operations.				
	\$50,003.00	0.11395	12	1.00	\$ 5,698
Staff Position 26:	<b>Kitchen Logistics Supervisor</b>				
Brief Duties	Responsible for inventory logistics, storage and pulling of grocery bags for delivery.				
Min Quals	1-3 years' experience working in a commercial kitchen or industrial warehouse.				
	\$47,050.00	0.31366	12	1.00	\$ 14,758
Staff Position 27:	<b>Communications Officer</b>				
Brief Duties	Development and production of Communication materials.				
Min Quals	B.A., Communication, Bi-lingual Spanish.				
	\$58,000.02	0.10	12	1.00	\$ 5,800
Staff Position 28:	<b>Staff Accountant</b>				
Brief Duties	Responsible for payroll, accounts payable and receivable.				
Min Quals	Bachelors Degree. 5 years bookkeeping experience.				
	\$53,788.00	0.15	12	1.00	\$ 8,068
	<b>Total FTE:</b>	<b>14.9969</b>		<b>Total Salaries:</b>	<b>\$ 699,102</b>

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost	
	Social Security	\$ 53,481.30	
	Retirement	\$ 10,486.53	
	Medical	\$ 83,892.24	
	Dental	\$ 41,946.12	
	Disability Insurance	\$ 55,928.16	
	<b>Fringe Benefit %:</b>	<b>35.15%</b>	<b>Total Fringe Benefit: 245,734</b>
	<b>TOTAL SALARIES &amp; EMPLOYEE FRINGE BENEFITS:</b>		<b>944,836</b>

2) OPERATING EXPENSES:			
Occupancy:	Brief Description	Rate	Cost
Telephone	\$4,182 per mo ÷ 115.87 total SF FTE =	~ \$33.58 / mo / FTE x 14.99 FTE =	6,041
Internet	\$1,545 per mo ÷ 115.87 total SF FTE =	~ \$12.41 mo / FTE x 14.99 FTE =	2,233
Gas/Electric	\$10,166 per mo ÷ 115.87 total SF FTE =	~ \$81.74 / mo / FTE x 14.99 FTE =	14,703
Water	: \$6,150 per mo ÷ 115.87 total SF FTE =	~ \$49.39 / mo / FTE x 14.99 FTE =	8,886
Garbage Disposal	\$7,704 per mo ÷ 115.87 total SF FTE =	~ \$61.87 mo / FTE x 14.99 FTE =	11,130
		<b>Total Occupancy:</b>	<b>42,994</b>

## BUDGET JUSTIFICATION

Materials/Supplies:	Brief Description	Rate	Cost
Food & Pack Meals	direct cost of food/packaging per meal.	~ \$2.93 per meal X 66,750 UOS =	195,578
Food & Pack Grocery	direct cost of food/packing per grocery bag.	~ \$8.54 per bag X 12,680 UOS =	108,287
Kitchen Equip/Supplies	shelving, racks, work benches, platform trucks for packing and storing meals.	~ \$.0838 per meal X 66,750 UOS =	5,591
Distribution Equip/Supplies	carts, containers, insulated delivery bags for meals.	~ \$.0738 per meal X 66,750 UOS =	4,920
<b>Total Materials &amp; Supplies:</b>			<b>314,376</b>

Other Expense Items	Brief Description	Rate	Cost
Client Food	cooking oil for client's home use.	100 cases @ approx. \$50. each	5,000
Minor Equipment	support document collection during COVID.	1 computer tablet @ \$1,086	1,086
<b>Total Other:</b>			<b>6,086</b>

<b>TOTAL OPERATING EXPENSES:</b>	<b>363,456</b>
<b>TOTAL DIRECT COSTS:</b>	<b>1,308,292</b>

4) INDIRECT COSTS	Indirect Rate:	6.9204%	
Vice President, Programs (\$117,260 Annual Salary @ .14 FTE + 35.15% Fringe)			22,694
Vice President, Finance and IT (\$143,000 Annual Salary @ .12 FTE + 35.15% Fringe)			22,614
Chief Executive Officer (\$235,000 Annual Salary @ .07 FTE + 35.15% Fringe)			22,614
Vice President, Operations (\$159,000 Annual Salary @ .10 FTE + 35.15% Fringe)			22,614
<b>TOTAL INDIRECT COSTS:</b>			<b>90,539</b>
<b>TOTAL EXPENSES:</b>			<b>1,398,831</b>

## HIV Food and Nutrition Services

04/01/21 - 03/31/22

Ryan White Part B

## UOS COST ALLOCATION BY SERVICE MODE

Personnel Expenses	FTE	Prepared Meals		Grocery Bags		Nutrition Counseling Hours		Contract Totals
		Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	
Wellness Prog Coor (Caseworker)	0.762844	30,745	72%	12,255	28%			43,000
Wellness Prog Coor (Caseworker)	0.635611	25,740	72%	10,260	28%			36,000
Client Engagement Specialist	0.817660	14,200	72%	5,660	28%			19,860
Outreach Coordinator	0.174672	7,436	72%	2,964	28%			10,400
Manager, Wellness Programs	0.585364	32,175	72%	12,825	28%			45,000
Cook I	0.823705	21,450	72%	8,550	28%			30,000
Cook II	0.819227	25,025	72%	9,975	28%			35,000
Cook II	0.777944	21,450	72%	8,550	28%			30,000
Inventory Operations Coordinator II	0.456743	13,151	72%	5,242	28%			18,393
Porter	0.822296	21,450	72%	8,550	28%			30,000
Porter	0.501374	12,683	72%	5,056	28%			17,739
Driver	0.923944	24,390	72%	9,722	28%			34,112
Dispatcher	0.672994	23,340	72%	9,304	29%			32,644
Director, Distribution	0.625141	35,736	72%	14,244	28%			49,980
Director, Nutrition Services	0.084210					8,000	100%	8,000
Registered Dietician	0.146775					10,328	100%	10,328
Director, Operations	0.243902	14,300	72%	5,700	28%			20,000
Purchasing Supervisor	0.586730	24,596	72%	9,804	28%			34,400
Kitchen Logistics Supervisor	0.379183	13,151	72%	5,242	28%			18,393
Volunteer Coordinators	0.328890	11,191	72%	4,461	28%			15,652
Volunteer Coordinators	0.338811	11,191	72%	4,461	28%			15,652
Director, Volunteer Services	0.551432	33,834	72%	13,486	28%			47,320
<b>Total FTE &amp; Total Salaries</b>	<b>12.05945</b>	<b>417,235</b>	<b>69%</b>	<b>166,310</b>	<b>28%</b>	<b>18,328</b>	<b>3%</b>	<b>601,873</b>
Fringe Benefits	38.10%	158,968	69%	63,364	28%	6,982	3%	229,314
<b>Total Personnel Expenses</b>		<b>576,203</b>	<b>69%</b>	<b>229,674</b>	<b>28%</b>	<b>25,310</b>	<b>3%</b>	<b>831,187</b>
<b>Operating Expenses</b>		<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Total</b>
Total Occupancy		46,656	72%	18,597	28%			65,253
Total Materials and Supplies		209,643	72%	83,564	28%			293,207
<b>Total Operating Expenses</b>		<b>256,299</b>	<b>72%</b>	<b>102,161</b>	<b>28%</b>	<b>-</b>	<b>-</b>	<b>358,460</b>
<b>Total Direct Expenses</b>		<b>832,502</b>	<b>70%</b>	<b>331,835</b>	<b>28%</b>	<b>25,310</b>	<b>2%</b>	<b>1,189,647</b>
<b>Indirect Expenses</b>	9.8069%	83,418	72%	33,250	28%			116,668
<b>TOTAL EXPENSES</b>		<b>915,920</b>	<b>70%</b>	<b>365,085</b>	<b>28%</b>	<b>25,310</b>	<b>2%</b>	<b>1,306,315</b>
<b>UOS per Service Mode</b>		64,298		12,273		240		76,811
<b>Cost / UOS by Service Mode</b>		\$14.25		\$29.75		\$105.55		N/A
<b>UDC per Service Mode</b>		775		775		175		775

**BUDGET JUSTIFICATION****1a) SALARIES**

Staff Position 1:	<b>Wellness Prog Coor (Caseworker)</b>				
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals	B.A. Case management experience. Bi-lingual preferred.				
	Annual Salary:	x FTE:	Months per Yea	Annualized if < 12 mos	<b>Total</b>
	\$56,368.00	0.762844	12	1.00	<b>\$ 43,000</b>
Staff Position 2:	<b>Wellness Prog Coor (Caseworker)</b>				
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals	B.A. Case management experience. Bi-lingual preferred.				
	\$56,638.00	0.635611	12	1.00	<b>\$ 36,000</b>
Staff Position 3:	<b>Client Engagement Specialist</b>				
Brief Duties	Responsible for greeting clients, helping clients navigate services and recording client service data.				
Min Quals	Previous experience as receptionist and working with vulnerable populations, HIV and critically ill.				
	\$24,289.00	0.817660	12	1.00	<b>\$ 19,860</b>
Staff Position 4:	<b>Outreach Coordinator</b>				
Brief Duties	Community Outreach, Client and Partner Engagement, program communication and barrier analysis.				
Min Quals	B.A., case management experience. Bi-lingual Spanish.				
	\$59,540.00	0.174672	12	1.00	<b>\$ 10,400</b>
Staff Position 5:	<b>Manager, Wellness Programs</b>				
Brief Duties	Responsible for management of all client-related issues including setting service policies and supervising staff.				
Min Quals	BA in Social Svcs and 5 yrs experience supervising svcs for PWHA and behavioral health issues.				
	\$76,875.00	0.585364	12	1.00	<b>\$ 45,000</b>
Staff Position 7:	<b>Cook I</b>				
Brief Duties	Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals	3 yrs cooking in a high volume food service operation, and food protection manager certification.				
	\$36,421.00	0.823705	12	1.00	<b>\$ 30,000</b>
Staff Position 8:	<b>Cook II</b>				
Brief Duties	Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals	3 yrs cooking in a high volume food service operation, and food protection manager certification.				
	\$42,723.00	0.819227	12	1.00	<b>\$ 35,000</b>
Staff Position 9:	<b>Cook II</b>				
Brief Duties	Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals	3 yrs cooking in a high volume food service operation, and food protection manager certification.				
	\$38,563.00	0.777944	12	1.00	<b>\$ 30,000</b>
Staff Position 10:	<b>Inventory Operations Coordinator II</b>				
Brief Duties	Responsible for inventory management of raw goods and supplies.				
Min Quals	Previous experience in warehouse operations and inventory control.				
	\$40,269.00	0.456743	12	1.00	<b>\$ 18,393</b>



**Project Open Hand**  
**HIV Food and Nutrition Services**

**Appendix B-1d, Page 3**  
**04/01/21 - 03/31/22**  
**Ryan White Part B**

Staff Position 11:	<b>Porter</b>					
Brief Duties	Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals	Requires previous experience working in high-volume kitchen operations.					
	\$36,483.00	0.822296	12	1.00	\$	<b>30,000</b>
Staff Position 12:	<b>Porter</b>					
Brief Duties	Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals	Requires previous experience working in high-volume kitchen operations.					
	\$35,381.00	0.501374	12	1.00	\$	<b>17,739</b>
Staff Position 13:	<b>Driver</b>					
Brief Duties	Responsible for driving agency vehicles to deliver meals and groceries.					
Min Quals	Requires 2 years driving experience, clean driving record and the ability to lift 50 lbs.					
	\$36,920.00	0.923944	12	1.00	\$	<b>34,112</b>
Staff Position 14:	<b>Dispatcher</b>					
Brief Duties	Responsible for organizing food products by route, scheduling and supervising staff and volunteer drivers.					
Min Quals	3 yrs experience supervising staff and volunteers.					
	\$48,506.00	0.672994	12	1.00	\$	<b>32,644</b>
Staff Position 15:	<b>Director, Distribution</b>					
Brief Duties	Responsible for scheduling and supervising drivers and distribution staff and volunteers.					
Min Quals	BA in Social Services or related field, experience in food services distribution and supervision of staff.					
	\$79,950.00	0.625141	12	1.00	\$	<b>49,980</b>
Staff Position 16:	<b>Director, Nutrition Services</b>					
Brief Duties	Responsible for direct client engagement and assessment and for nutrition education and quality assurance.					
Min Quals	Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients					
	\$95,000.00	0.084210	12	1.00	\$	<b>8,000</b>
Staff Position 17:	<b>Registered Dietician</b>					
Brief Duties	Responsible for direct client engagement and assessment and for nutrition education and quality assurance.					
Min Quals	Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.					
	\$70,366.00	0.146775	12	1.00	\$	<b>10,328</b>
Staff Position 18:	<b>Director, Operations</b>					
Brief Duties	Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.					
Min Quals	3 yrs experience managing staff and inventory for food distribution programs.					
	\$82,000.00	0.243902	12	1.00	\$	<b>20,000</b>
Staff Position 19:	<b>Purchasing Supervisor</b>					
Brief Duties	Responsible for purchasing and inventory management of food and supplies.					
Min Quals	Previous experience in warehouse operations and inventory control.					
	\$58,630.00	0.586730	12	1.00	\$	<b>34,400</b>
Staff Position 20:	<b>Kitchen Logistics Supervisor</b>					
Brief Duties	Responsible for meal inventory storage logistics.					
Min Quals	Previous experience in warehouse operations and inventory control.					
	\$48,506.00	0.379183	12	1.00	\$	<b>18,393</b>

**Project Open Hand**  
**HIV Food and Nutrition Services**

**Appendix B-1d, Page 4**  
**04/01/21 - 03/31/22**  
**Ryan White Part B**

Staff Position 21:	<b>Volunteer Coordinators</b>				
Brief Duties	Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.				
Min Quals	Requires 3 years experience managing volunteers.				
	\$47,590.00	0.328890	12	1.00	\$ 15,652
Staff Position 22:	<b>Volunteer Coordinators</b>				
Brief Duties	Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.				
Min Quals	Requires 3 years experience managing volunteers.				
	\$46,197.00	0.338811	12	1.00	\$ 15,652
Staff Position 23:	<b>Director, Volunteer Services</b>				
Brief Duties	Responsible for volunteer recruitment, training and retention, and supervising Volunteer Coordinator.				
Min Quals	BA in Social Services related field and 2 yrs experience managing volunteers and staff.				
	\$85,813.00	0.551432	12	1.00	\$ 47,320
	<b>Total FTE:</b>	<b>12.05945</b>		<b>Total Salaries:</b>	<b>\$ 601,873</b>

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost	
	Payroll Tax	\$ 54,770.44	
	Employee Health Benefits	\$ 131,208.31	
	Retirement Plan Employer Contributions	\$ 7,824.35	
	Commuter Benefits	\$ 3,611.24	
	Workers Compensation	\$ 31,899.27	
	<b>Fringe Benefit %:</b>	<b>38.10%</b>	<b>Total Fringe Benefit: 229,314</b>
<b>TOTAL SALARIES &amp; EMPLOYEE FRINGE BENEFITS</b>			<b>831,187</b>

**2) OPERATING EXPENSES:**

Occupancy:	Brief Description	Rate	Cost
Telephone	Ann. Agency: \$97,880 / 83.9 total prog FTE = 1,166.63 / FTE	\$1,166.63 x 12.06 Program FTE =	14,069
Internet	Ann Agency: \$16,000 / 83.9 total prog FTE = 190.71 / FTE	\$190.71 x 12.06 Program FTE =	2,300
Gas/Electric	Ann Agency Budget: \$196,000 / 83.9 total prog FTE = 2,336.12 / FTE	\$2,336.12 x 12.06 Program FTE =	28,172
Water	Ann Agency Budget: \$50,000 / 83.9 total prog FTE = \$595.95 / FTE	\$595.95 x 12.06 Program FTE =	7,187
Garbage Disposal	Ann Agency Budget: \$94100 / 83.9 total prog FTE = \$1,121.58 / FTE	\$1,121.58 x 12.06 Program FTE =	13,526
		<b>Total Occupancy:</b>	<b>65,253</b>

Materials/Supplies:	Brief Description	Rate	Cost
Food/Packaging Meals	direct cost of food/packaging per meal.	~ \$2.93 per meal X 64,298 UOS =	188,393
Food/Pack Groceries	direct cost of food/packaging costs per grocery bag.	~ \$8.54 per bag X 12,273 UOS =	104,813
		<b>Total Materials &amp; Supplies:</b>	<b>293,207</b>
<b>TOTAL OPERATING EXPENSES:</b>			<b>358,460</b>
<b>TOTAL DIRECT COSTS:</b>			<b>1,189,647</b>

**Project Open Hand**  
**HIV Food and Nutrition Services**

**Appendix B-1d, Page 5**  
**04/01/21 - 03/31/22**  
**Ryan White Part B**

<b>4) INDIRECT COSTS</b>	<b>Indirect Rate:</b>	<b>9.8069%</b>
Director, Finance (Annual Salary \$128,125 @ .16 FTE + 38% Fringe Benefits)		29,146
Chief Executive Officer (Annual Salary \$235,000 @ .09 FTE + 38% Fringe Benefits)		29,146
Director, Statewide Initiatives (Annual Salary \$92,250 @ .23FTE + 38% Fringe Benefits)		29,228
Vice President, Programs (Annual Salary \$117,260 @ .18 FTE + 38% Fringe Benefits)		29,146
	<b>TOTAL INDIRECT COSTS:</b>	<b>116,668</b>
	<b>TOTAL EXPENSES:</b>	<b>1,306,315</b>

Project Open Hand  
HIV Food and Nutrition Services

Appendix B-2e, Page 1  
07/01/2021 - 06/30/2022  
General Fund GTZ

**UOS COST ALLOCATION BY SERVICE MODE**

SERVICE MODES - Goal # 1: Food Access for Underserved Clients							
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags			
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		B-2e, p 1 Total
Outreach Coordinator	0.0806	3,764	78%	1,033	22%		4,797
Manager, Wellness Program	0.0493	2,971	78%	816	22%		3,787
Wellness Prog Coor (Caseworker)	0.0870	3,962	78%	1,088	22%		5,050
Cook II	0.0515	1,559	78%	428	22%		1,987
Porter	0.0428	1,189	78%	326	22%		1,515
Grocery Center Supervisor	0.0735	2,971	78%	816	22%		3,787
Grocery Center Operations Coord. II	0.0970	2,971	78%	816	22%		3,787
Registered Dietician	0.0502	2,772	78%	761	22%		3,533
Volunteer Coordinator	0.0531	1,981	78%	544	22%		2,525
Director, Operations	0.0431	2,773	78%	762	22%		3,535
Kitchen Operations Coordinator II	0.0962	2,971	78%	816	22%		3,787
<b>Total FTE &amp; Total Salaries</b>	<b>0.7242</b>	<b>29,884</b>	<b>78%</b>	<b>8,206</b>	<b>22%</b>		<b>38,090</b>
Fringe Benefits	38.10%	11,386	78%	3,127	22%		14,513
<b>Total Personnel Expenses</b>		<b>41,270</b>	<b>78%</b>	<b>11,333</b>	<b>22%</b>		<b>52,603</b>
<b>Operating Expenses</b>							
		<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>		<b>B-2e, p 1 Total</b>
Total Occupancy							-
Total Materials and Supplies		15,606	78%	4,287	22%		19,893
Total General Operating		6,519	78%	1,791	22%		8,310
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
							-
<b>Total Operating Expenses</b>		<b>22,125</b>	<b>78%</b>	<b>6,078</b>	<b>22%</b>		<b>28,203</b>
<b>Total Direct Expenses</b>		63,395	78%	17,411	22%		80,806
<b>Indirect Expenses</b>	9.9073%	6,282	78%	1,725	22%		8,007
<b>TOTAL EXPENSES</b>		<b>69,677</b>	<b>78%</b>	<b>19,136</b>	<b>22%</b>		<b>88,813</b>
<b>UOS per Service Mode</b>		4,895		643			<b>5,538</b>
<b>Cost / UOS by Service Mode</b>		\$14.24		\$29.77			<b>N/A</b>
<b>UDC per Service Mode</b>		40		40			<b>40</b>

Project Open Hand  
HIV Food and Nutrition Services

Appendix B-2e, Page 2  
07/01/2021 - 06/30/2022  
General Fund GTZ

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES - Goal #2 Expanded Capacity and Goal #3 Link, Track, & Follow-up Client Referrals Combined				Grand Total		
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		B-2e, p 2 Totals	Total FTE	GTZ Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE			
Outreach Coordinator	0.2385	10,989	77%	3,214	23%	14,203	0.31911	19,000
Manager, Wellness Program	0.1459	8,676	77%	2,537	23%	11,213	0.19512	15,000
Wellness Prog Coor (Caseworker)	0.2575	11,567	77%	3,383	23%	14,950	0.34452	20,000
Cook II	0.1525	4,551	77%	1,330	23%	5,881	0.20402	7,868
Porter	0.1268	3,470	77%	1,015	23%	4,485	0.16958	6,000
Grocery Center Supervisor	0.2175	8,676	77%	2,537	23%	11,213	0.29102	15,000
Grocery Center Operations Coord. II	0.2870	8,676	77%	2,537	23%	11,213	0.38400	15,000
Registered Dietician	0.1487	8,094	77%	2,367	23%	10,461	0.19888	13,994
Volunteer Coordinator	0.1571	5,784	77%	1,691	23%	7,475	0.21013	10,000
Director, Operations	0.1276	8,097	77%	2,368	23%	10,465	0.17073	14,000
Kitchen Operations Coordinator II	0.2848	8,676	77%	2,537	23%	11,213	0.38096	15,000
<b>Total FTE &amp; Total Salaries</b>	<b>2.1439</b>	<b>87,256</b>	<b>58%</b>	<b>25,516</b>	<b>17%</b>	<b>112,772</b>	<b>2.86807</b>	<b>150,862</b>
Fringe Benefits	38.10%	33,244	77%	9,721	23%	42,965		57,478
<b>Total Personnel Expenses</b>		<b>120,500</b>	<b>77%</b>	<b>35,237</b>	<b>23%</b>	<b>155,737</b>		<b>208,340</b>
<b>Operating Expenses</b>								
		<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>B-2e, p 2 Totals</b>		<b>GTZ Totals</b>
Total Occupancy								-
Total Materials and Supplies		45,567	77%	13,326	23%	58,893		78,786
Total General Operating		19,035	77%	5,567	23%	24,602		32,912
Total Staff Travel								-
Consultants/Subcontractor:								-
Other (specify):								-
								-
<b>Total Operating Expenses</b>		<b>64,602</b>	<b>58%</b>	<b>18,893</b>	<b>17%</b>	<b>83,496</b>		<b>111,698</b>
<b>Total Direct Expenses</b>		185,102	77%	54,130	23%	239,232		320,038
<b>Indirect Expenses</b>		9.9073%	18,338	58%	5,362	17%	23,700	31,707
<b>TOTAL EXPENSES</b>		<b>203,440</b>	<b>77%</b>	<b>59,492</b>	<b>23%</b>	<b>262,932</b>		<b>351,745</b>
<b>UOS per Service Mode</b>		14,291		2,000		16,291		21,829
<b>Cost / UOS by Service Mode</b>		\$14.24		\$29.75		N/A		N/A
<b>UDC per Service Mode</b>		80		80		80		120

**BUDGET JUSTIFICATION**

<b>1a) SALARIES</b>					
Staff Position 1:	<b>Outreach Coordinator</b>				
Brief Duties	Community Outreach, Client and Partner Engagement, program communication and barrier analysis.				
Min Quals	B.A., case management experience. Bi-lingual Spanish.				
	Annual Salary	x FTE	x Mos per Yr	Annualized if < 12 mos	<b>Total</b>
	\$59,540.00	0.31911	12	1.00	<b>\$ 19,000</b>
Staff Position 2:	<b>Manager, Wellness Program</b>				
Brief Duties	Responsible for management of all client-related issues including setting service policies and supervising staff.				
Min Quals	B.A., Communication, Bi-lingual Spanish.				
	\$76,875.00	0.19512	12	1	<b>\$ 15,000</b>
Staff Position 3:	<b>Wellness Prog Coor (Caseworker)</b>				
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals	B.A. Case management experience.				
	\$58,052.00	0.34452	12	1.00	<b>\$ 20,000</b>
Staff Position 5:	<b>Cook II</b>				
Brief Duties	Meal design and preparation.				
Min Quals	3+ years in social service or public service.				
	\$38,563.00	0.20402	12	1.00	<b>\$ 7,868</b>
Staff Position 6:	<b>Porter</b>				
Brief Duties	Kitchen preparation and maintenance.				
Min Quals	2+ years experience in similar roles.				
	\$35,381.00	0.16958	12	1.00	<b>\$ 6,000</b>
Staff Position 7:	<b>Grocery Center Supervisor</b>				
Brief Duties	Fulfills weekly grocery orders.				
Min Quals	2+ years' experience managing process and procedures for warehouse or kitchen operations.				
	\$51,542.00	0.29102	12	1.00	<b>\$ 15,000</b>
Staff Position 8:	<b>Grocery Center Operations Coord. II</b>				
Brief Duties	Responsible for grocery center inventory & storage.				
Min Quals	1-3 years' experience working in a commercial kitchen or industrial warehouse.				
	\$39,062.00	0.38400	12	1.00	<b>\$ 15,000</b>
Staff Position 9:	<b>Registered Dietician</b>				
Brief Duties	Responsible for direct client engagement and assessment and for nutrition education and quality assurance.				
Min Quals	Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.				
	\$70,366.00	0.19888	12	1.00	<b>\$ 13,994</b>
Staff Position 10:	<b>Volunteer Coordinator</b>				
Brief Duties	Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.				
Min Quals	Requires 3 years experience managing volunteers.				
	\$47,590.00	0.21013	12	1.00	<b>\$ 10,000</b>

**Project Open Hand**  
**HIV Food and Nutrition Services**

**Appendix B-2e, Page 4**  
**07/01/21 - 06/30/22**  
**General Fund GTZ**

Staff Position 11:	<b>Director, Operations</b>				
Brief Duties	Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.				
Min Quals	2+ years experience in similar roles.				
	\$82,000.00	0.17073	12	1.00	\$ 14,000
Staff Position 12:	<b>Kitchen Operations Coordinator II</b>				
Brief Duties	Provides inventory and storage support for the kitchen.				
Min Quals	2+ years experience in similar roles.				
	\$39,374.00	0.38096	12	1.00	\$ 15,000
<b>Total FTE:</b>	<b>2.86807</b>		<b>Total Salaries: \$ 150,862</b>		

<b>1b) EMPLOYEE FRINGE BENEFITS:</b>	<b>Component</b>	<b>Cost</b>
	Payroll Tax	\$ 13,728
	Employee Health Benefits	\$ 32,888
	Retirement Plan Employer Contributions	\$ 1,961
	Commuter Benefits	\$ 905
	Workers Compensation	\$ 7,996
	<b>Fringe Benefit %:</b>	<b>38.10%</b>
	<b>Total Fringe Benefit:</b>	<b>57,478</b>
	<b>TOTAL SALARIES &amp; BENEFITS:</b>	<b>208,340</b>

<b>2) OPERATING EXPENSES:</b>			
<b>Materials &amp; Supplies:</b>	<b>Brief Description</b>	<b>Rate</b>	<b>Cost</b>
Food / Packaging Meals	Direct food and packaging costs per meal.	\$2.93 / UOS x 19,186	56,215
Food / Packaging Groceries	Direct food and packaging costs per grocery bag.	\$8.54 / UOS x 2,643	22,571
	<b>Total Materials &amp; Supplies:</b>		<b>78,786</b>

<b>General Operating:</b>	<b>Brief Description</b>	<b>Rate</b>	<b>Cost</b>
Utilities- <small>phone, PGE, Garbage, Water</small>	Ann Agency Budget: 437,980 / 83.9 prog FTE = 5,220.26 / FTE	\$5,226.26 x 2.87 Program FTE =	14,972
Bldg. Mainten.i.e., repairs, pest Control, Security/Alarm, Fire Safe	Ann Agency Budget: 134,282 / 83.9 prog FTE =1,600.50 / FTE	\$1,600.50 x 2.87 Program FTE =	4,590
Supplies - Facilities, Janitorial, Office	Ann Agency Budget: 84,400 / 83.9 prog FTE = 1,005.96 / FTE	\$1,005.96 x 2.87 Program FTE =	2,885
Other Exps - books, dues, postage subscriptions, data communication	Ann Agency Budget: 84,509 / 83.9 prog FTE = 1,007.26 / FTE	\$1,007.26 x 2.87 Program FTE =	2,889
General Liability Insurance	Ann Agency Budget: 85,000 / 83.9 prog FTE = 1,013.11 / FTE	\$1,013.11 x 2.87 Program FTE =	2,906
Vehicle Exp incl. Fuel, Fees & Tolls, Maintenance, Parking	Ann Agency Budget: 100,600 / 83.9 prog FTE = 1,199.05 / FTE	\$1,199.05 x 2.87 Program FTE =	3,439
Staff Training/Transportation	Ann Agency Budget: 36,000 / 83.9 prog FTE = \$429.08 / FTE	\$429.08 x 2.87 Program FTE =	1,231
	<b>Total General Operating:</b>		<b>32,912</b>
	<b>TOTAL OPERATING EXPENSES:</b>		<b>111,698</b>
	<b>TOTAL DIRECT COSTS:</b>		<b>320,038</b>

<b>4) INDIRECT COSTS</b>	<b>Indirect Rate:</b>	<b>9.9073%</b>	<b>Amount</b>
Vice President, Programs (Annual Salary \$117,260 @ .10 FTE + 38% Fringe Benefits)			15,853
Director, Statewide Initiatives (Annual Salary \$92,250 @ .12 FTE + 38% Fringe Benefits)			15,853
	<b>TOTAL INDIRECT COSTS:</b>		<b>31,707</b>
	<b>TOTAL EXPENSES:</b>		<b>351,745</b>

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1c  
04/01/20 - 03/31/21  
PAGE A

<b>Contractor: Project Open Hand</b> Address: 730 Polk Street San Francisco, CA 94109  Telephone: 415-447-2300 Fax: 415-447-2490	Contract ID # 1000002671	Invoice Number A-1APR20	Contract Purchase Order No: _____  Funding Source: RWPB/SAM  Department ID-Authority ID: _____  Project ID-Activity ID: _____  Invoice Period: 04/1/20 - 04/30/20  FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: HIV/AIDS Food and Nutrition Services  ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; width: 50px; margin: 0 auto;"> <b>HHS</b> </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Food: Prepared Meals	66,750	800							66,750	800
Food: Grocery Bags	12,680	800							12,680	800
Nutrition Counseling Hours	247	175							247	175
Coordinate & Deliver Food (COVID) Visits	700	50							700	50

	UDC	UDC	UDC	UDC	UDC
<b>Unduplicated Clients for Appendix</b>		800			800

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$699,102				\$699,102.00
Fringe Benefits	\$245,734				\$245,734.00
<b>Total Personnel Expenses</b>	<b>\$944,836</b>				<b>\$944,836.00</b>
Operating Expenses:					
<b>Occupancy</b> -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$42,994				\$42,994.00
<b>Materials and Supplies</b> -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$314,376				\$314,376.00
<b>General Operating</b> -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
<b>Staff Travel</b> - (e.g., Local & Out of Town)					
<b>Consultant/Subcontractor</b>					
<b>Other</b> - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$6,086				\$6,086.00
<b>Total Operating Expenses</b>	<b>\$363,456</b>				<b>\$363,456.00</b>
<b>Capital Expenditures</b>					
<b>TOTAL DIRECT EXPENSES</b>	<b>\$1,308,292</b>				<b>\$1,308,292.00</b>
Indirect Expenses	\$90,539				\$90,539.00
<b>TOTAL EXPENSES</b>	<b>\$1,398,831</b>				<b>\$1,398,831.00</b>
<b>LESS: Initial Payment Recovery</b>					
<b>Other Adjustments</b> (Enter as negative, if appropriate)					
<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 budget approved for the contract cited 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: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
-------------------------------	---	-------------



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1c  
04/01/20 - 03/31/21  
PAGE B

**Contractor: Project Open Hand**  
**Address: 730 Polk Street**  
**San Francisco, CA 94109**

**Telephone: 415-447-2300**  
**Fax: 415-447-2490**

**Program Name: HIV/AIDS Food and Nutrition Services**

**ACE Control #:**

**Invoice Number**

**Contract Purchase Order No:**

**Fund Source:**

**Department ID-Authority ID:**

**Project ID-Activity ID:**

**Invoice Period:**

**FINAL Invoice**  (check if Yes)

**DETAIL PERSONNEL EXPENDITURES**

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Caseworkers	1.50	\$83,730				\$83,730.00
Cooks	3.00	\$103,649				\$103,649.00
Delivery Driver	1.00	\$34,112				\$34,112.00
Delivery Driver	0.1592	\$5,698				\$5,698.00
Dispatcher	0.8075	\$31,191				\$31,191.00
Client Engagement Specialist	0.80	\$19,860				\$19,860.00
Client Engagement Specialist	0.2105	\$5,440				\$5,440.00
Manager, Distribution	0.70	\$49,980				\$49,980.00
Director, Operations	0.34	\$26,138				\$26,138.00
Manager, Volunteer Services	0.65	\$47,320				\$47,320.00
Director, Wellness Programs	0.65	\$52,909				\$52,909.00
Purchasing Supervisor	0.65	\$37,179				\$37,179.00
Operations Coordinator	1.00	\$36,785				\$36,785.00
Outreach Coordinator	0.20	\$10,400				\$10,400.00
Porters	1.50	\$53,217				\$53,217.00
Director, Nutrition Services	0.10	\$8,590				\$8,590.00
Registered Dietician	0.1477	\$10,138				\$10,138.00
Volunteer Coordinators	0.70	\$31,304				\$31,304.00
VP, Programs	0.10	\$11,440				\$11,440.00
Culinary Nutrition Technician	0.10438	\$5,698				\$5,698.00
Grocery Center Operations Spvrs	0.11395	\$5,698				\$5,698.00
Kitchen Logistics Supervisor	0.31366	\$14,758				\$14,758.00
Communications Officer	0.10	\$5,800				\$5,800.00
Staff Accountant	0.15	\$8,068				\$8,068.00
<b>TOTAL SALARIES</b>	<b>14.9969</b>	<b>\$699,102</b>				<b>\$699,102.00</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 budget approved for the contract cited 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.

Certified By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1d  
04/01/21 - 03/31/22  
PAGE A

<b>Contractor: Project Open Hand</b> Address: 730 Polk Street San Francisco, CA 94109  Telephone: 415-447-2300 Fax: 415-447-2490	Contract ID # 1000002671	Invoice Number A-1APR21	Contract Purchase Order No: _____  Funding Source: RWPB/SAM  Department ID-Authority ID: _____  Project ID-Activity ID: _____  Invoice Period: 04/1/21 - 04/30/21  FINAL Invoice <input type="checkbox"/> (check if Yes)
---	-----------------------------	----------------------------	--



Program Name: HIV/AIDS Food and Nutrition Services

ACE Control #: \_\_\_\_\_

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Food: Prepared Meals	64,298	775							64,298	775
Food: Grocery Bags	12,273	775							12,273	775
Nutrition Counseling Hours	240	175							240	175

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		775			775

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$601,873				\$601,873.00
Fringe Benefits	\$229,314				\$229,314.00
<b>Total Personnel Expenses</b>	<b>\$831,187</b>				<b>\$831,187.00</b>
Operating Expenses:					
<b>Occupancy</b> -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$65,253				\$65,253.00
<b>Materials and Supplies</b> -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$293,207				\$293,207.00
<b>General Operating</b> -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
<b>Staff Travel</b> - (e.g., Local & Out of Town)					
<b>Consultant/Subcontractor</b>					
<b>Other</b> - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
<b>Total Operating Expenses</b>	<b>\$358,460</b>				<b>\$358,460.00</b>
<b>Capital Expenditures</b>					
<b>TOTAL DIRECT EXPENSES</b>	<b>\$1,189,647</b>				<b>\$1,189,647.00</b>
Indirect Expenses	\$116,668				\$116,668.00
<b>TOTAL EXPENSES</b>	<b>\$1,306,315</b>				<b>\$1,306,315.00</b>
<b>LESS: Initial Payment Recovery</b>					
<b>Other Adjustments</b> (Enter as negative, if appropriate)					
<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 budget approved for the contract cited 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: aidsoffice@sfdph.org	By: _____	Date: _____
	(DPH Authorized Signatory)	

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1d  
04/01/21 - 03/31/22  
PAGE B

**Contractor: Project Open Hand**  
**Address: 730 Polk Street**  
**San Francisco, CA 94109**

**Telephone: 415-447-2300**  
**Fax: 415-447-2490**

**Program Name: HIV/AIDS Food and Nutrition Services**

**ACE Control #:**

**Invoice Number**

**Contract Purchase Order No:**

**Fund Source:**

**Department ID-Authority ID:**

**Project ID-Activity ID:**

**Invoice Period:**

**FINAL Invoice**  (check if Yes)

**DETAIL PERSONNEL EXPENDITURES**

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Wellness Prog Coord (Case Worker)	0.762844	\$43,000				\$43,000.00
Wellness Prog Coord (Case Worker)	0.635611	\$36,000				\$36,000.00
Client Engagement Specialist	0.817660	\$19,860				\$19,860.00
Outreach Coordinator	0.174672	\$10,400				\$10,400.00
Manager, Wellness Programs	0.585364	\$45,000				\$45,000.00
Cook I	0.823705	\$30,000				\$30,000.00
Cook II	0.819227	\$35,000				\$35,000.00
Cook II	0.777944	\$30,000				\$30,000.00
Inventory Operations Coordinator II	0.456743	\$18,393				\$18,393.00
Porter	0.822296	\$30,000				\$30,000.00
Porter	0.501374	\$17,739				\$17,739.00
Driver	0.923944	\$34,112				\$34,112.00
Dispatcher	0.672994	\$32,644				\$32,644.00
Director, Distribution	0.625141	\$49,980				\$49,980.00
Director, Nutrition Services	0.084210	\$8,000				\$8,000.00
Registered Dietician	0.146775	\$10,328				\$10,328.00
Director, Operations	0.243902	\$20,000				\$20,000.00
Purchasing Supervisor	0.586730	\$34,400				\$34,400.00
Kitchen Logistics Supervisor	0.379183	\$18,393				\$18,393.00
Volunteer Coordinators	0.328890	\$15,652				\$15,652.00
Volunteer Coordinators	0.338811	\$15,652				\$15,652.00
Director, Volunteer Services	0.551432	\$47,320				\$47,320.00
<b>TOTAL SALARIES</b>	<b>12.05945</b>	<b>\$601,873</b>				<b>\$601,873.00</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 budget approved for the contract cited 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.

Certified By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-2e  
07/01/2021 - 06/30/2022  
PAGE A

<b>Contractor: Project Open Hand</b> Address: 730 Polk Street San Francisco, CA 94109  Telephone: 415-447-2300 Fax: 415-447-2490	Contract ID # 1000002671	Invoice Number A-2JUL21	Contract Purchase Order No: _____  Funding Source: GTZ GF  Department ID-Authority ID: _____  Project ID-Activity ID: _____  Invoice Period: 07/1/21 - 07/31/21  FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: HIV/AIDS Food and Nutrition Services  ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; width: 50px; margin: 0 auto;"> <b>HHS</b> </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Food Access: Prepared Meals	4,895	40							4,895	40
Food Access: Grocery Bags	643	40							643	40
Expanded Capacity & Link. Track, F/U: Prepared	14,291	80							14,291	80
Expanded Capacity & Link. Track, F/U: Grocery B	2,000	80							2,000	80

	UDC	UDC	UDC	UDC	UDC
<b>Unduplicated Clients for Appendix</b>		120			120

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$150,862				\$150,862.00
Fringe Benefits	\$57,478				\$57,478.00
<b>Total Personnel Expenses</b>	<b>\$208,340</b>				<b>\$208,340.00</b>
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
<b>Materials and Supplies</b> -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$78,786				\$78,786.00
<b>General Operating</b> -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$32,912				\$32,912.00
<b>Staff Travel</b> - (e.g., Local & Out of Town)					
<b>Consultant/Subcontractor</b>					
<b>Other</b> - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
<b>Total Operating Expenses</b>	<b>\$111,698</b>				<b>\$111,698.00</b>
<b>Capital Expenditures</b>					
<b>TOTAL DIRECT EXPENSES</b>	<b>\$320,038</b>				<b>\$320,038.00</b>
Indirect Expenses	\$31,707				\$31,707.00
<b>TOTAL EXPENSES</b>	<b>\$351,745</b>				<b>\$351,745.00</b>
<b>LESS: Initial Payment Recovery</b>					
<b>Other Adjustments</b> (Enter as negative, if appropriate)					
<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 budget approved for the contract cited 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: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
-------------------------------	---	-------------

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-2e  
07/01/2021 - 06/30/2022  
PAGE B

Contractor: **Project Open Hand**  
Address: **730 Polk Street**  
**San Francisco, CA 94109**

Telephone: **415-447-2300**  
Fax: **415-447-2490**

Program Name: **HIV/AIDS Food and Nutrition Services**

ACE Control #:

Invoice Number:

Contract Purchase Order No:

Fund Source:

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period:

FINAL Invoice  (check if Yes)

**DETAIL PERSONNEL EXPENDITURES**

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Outreach Coordinator	0.31911	\$19,000				\$19,000.00
Manager, Wellness Program	0.19512	\$15,000				\$15,000.00
Wellness Prog Coord (Caseworker)	0.34452	\$20,000				\$20,000.00
Cook II	0.20402	\$7,868				\$7,868.00
Porter	0.16958	\$6,000				\$6,000.00
Grocery Center Supervisor	0.29102	\$15,000				\$15,000.00
Grocery Center Operations Coord. II	0.38400	\$15,000				\$15,000.00
Registered Dietician	0.19888	\$13,994				\$13,994.00
Volunteer Coordinator	0.21013	\$10,000				\$10,000.00
Director, Operations	0.17073	\$14,000				\$14,000.00
Kitchen Operations Coordinator II	0.38096	\$15,000				\$15,000.00
<b>TOTAL SALARIES</b>	<b>2.86807</b>	<b>\$150,862</b>				<b>\$150,862.00</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 budget approved for the contract cited 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.

Certified By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> (MP) Heffernan Insurance Brokers 1460B O'Brien Drive Menlo Park CA 94025	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 650-842-5200 <b>FAX (A/C, No):</b> 650-842-5201 <b>E-MAIL ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>NAIC #</b> 18058	
<b>INSURER B:</b> Redwood Fire & Casualty Insurance Company      11673	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1960777939**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2153640	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK2153640	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			PHUB729837	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRWC126550	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Service Prof. Liability Social Service Prof. Liability			PHPK2153640	7/1/2020	7/1/2021	Occurrence Limit 1,000,000 Aggregate Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As Per Contract or Agreement on File with Insured. City & County of San Francisco, its officers, employees and agents are included as an additional insured (and primary) on General Liability policy and additional insured on Automobile Liability policy per the attached endorsements, if required.

**CERTIFICATE HOLDER****CANCELLATION**

City & County of San Francisco Attn: Contracts Unit Dept. Of Public Health 25 Van Ness Avenue, Suite 500 San Francisco, CA 94102	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b>  </p>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

#### A. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

#### C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**



**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b)** The construction, erection, or removal of elevators; or
    - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1)** The insurance afforded the vendor does not apply to:
    - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b)** Any express warranty unauthorized by you;
    - (c)** Any physical or chemical change in the product made intentionally by the vendor;
    - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**



**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Who is An Insured		2
Board Members	Included	
Newly Acquired Entities	Included	
Designated Insured	Included	
Lessor of Leased Autos	Included	
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage – Loss of Use	\$100 per day / \$1,000 maximum	3
Hired Auto Physical Damage	ACV or repair or replacement of the vehicle whichever is less	4
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	4
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts Replacement	Included	5
Auto Loan / Lease Gap Coverage	Amended	5
One Comprehensive Coverage Deductible Per Occurrence	Amended	6
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	7
Mental Anguish – Bodily Injury Redefined	Amended	7

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.

## I. LIABILITY COVERAGE EXTENSIONS

### A. Who Is An Insured

**SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

The following are also "insureds":

1. **Board Members** – Board members (or their spouses) while renting a vehicle while on business for the named insured.
2. **Newly Acquired Entities** – Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following the acquisition or the formation of the business entity.
3. **Designated Insured** – Any person or organization designated by the "insured" is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **SECTION II** of the Coverage Form.
4. **Lessor of Leased Autos** – The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Any "leased auto" in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

### B. Cost of Bail Bonds

**SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments**, Item (2) is deleted in its entirety and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

### C. Reasonable Expenses

**SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments**, Item (4) is deleted in its entirety and replaced with the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### **D. Fellow Employee Coverage**

**SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

## **II. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

### **A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing** is deleted in its entirety and replaced with the following:

#### **2. Towing**

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

### **B. Glass Breakage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** is amended by adding the following:

No deductible applies to "loss" to glass used in the windshield or windows.

### **C. Transportation Expenses**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

#### **a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expenses incurred by you because of a "loss" to a covered "auto." We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

### **D. Hired Auto Physical Damage – Loss of Use**

The last sentence of **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is deleted in its entirety and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

**E. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

**Hired Auto Physical Damage**

Any "auto" you lease, hire, rent or borrow from someone other than your "employees" or partners, or members of their household is a covered "auto" for each of your physical damage coverages.

The most we will pay for any "loss" in any one "accident" is the ACV or the cost for repair or replacement of the vehicle, whichever is less.

For each covered "auto" our obligation to pay will be reduced by a deductible of \$500 for Comprehensive Coverage and \$1000 for Collision Coverage.

**F. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

**Personal Effects Coverage**

We will pay up to \$500 for "loss" to personal effects, which are:

1. Owned by an "insured"; and
2. In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage.

**G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

**Rental Reimbursement Coverage**

We will pay up to \$100 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto."

We will also pay up to \$300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto," we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **Item III. C. Transportation Expenses** of this endorsement.

**H. Accidental Discharge – Airbag Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 3. is amended by adding the following exception:

This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

#### **I. Electronic Equipment Coverage**

The following supersedes anything to the contrary in **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 4.

Exclusions **4.c.** and **4.d.** do not apply to:

Any risk management or monitoring equipment and electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

- a. The actual cash value of the damaged or stolen property at the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to \$500, that is applicable under the provisions of the other insurance.

#### **J. Original Equipment Manufacturer (OEM) Parts Replacement**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance**, Paragraph 1. is amended to include:

However, if the covered "auto" has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

#### **K. Auto Loan / Lease Gap Protection**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended to include the following:

4. In the event of "loss" to a covered "auto" that is loaned or leased to an "insured":
  - a. The most we will pay for "loss" in any one "accident" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss";  
or
  - (2) The cost of repairing or replacing the damaged or stolen property with other property of like, kind and quality.
- b. Our Limit of Insurance for "total loss" will be the greater of:
- (1) The balance due under the terms of the lease or loan, to which your "auto" is subject but not including:
    - (a) Past due payments;
    - (b) Financial penalties imposed under the lease;
    - (c) Security deposits not refunded;
    - (d) Costs for extended warranties or insurance; or
    - (e) Final payment due under a "balloon loan"; or
  - (2) Actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

c. Additional Definitions

- (1) "Total loss" for the purpose of this coverage, means a loss in which the estimated cost of repairs, plus the salvage value, exceeds the actual cash value.
- (2) "Balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

d. Additional Conditions

This coverage will apply only to the original lease or loan written on your covered "auto." In order for this coverage to apply, leased "autos" must be leased or rented to you under a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

**L. One Comprehensive Coverage Deductible**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.



### III. BUSINESS AUTO CONDITIONS

#### A. Notice and Knowledge of Occurrence

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of “accident,” claim, “suit” or “loss,” you must give us, or our authorized representative, prompt notice of the “accident” or “loss.” Include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### B. Blanket Waiver Of Subrogation

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the operation of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract.”

#### C. Unintentional Errors or Omissions

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### IV. DEFINITIONS

#### A. Mental Anguish

**SECTION V – DEFINITIONS, C. "Bodily injury"** is amended by adding the following:

“Bodily injury” also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

