

File No. 181231

Committee Item No. 1

Board Item No. 21

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date January 17, 2019

Board of Supervisors Meeting

Date January 29, 2019

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|----------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Linda Wong

Date January 11, 2019

Completed by: Linda Wong

Date January 23, 2019

1 [Accept and Expend Grant - California Department of Public Health - Core STD Program
2 Management - \$554,425]

3 **Resolution retroactively authorizing the Department of Public Health to accept and**
4 **expend a grant increase of \$147,023 for a total amount of \$554,425 from California**
5 **Department of Public Health to participate in a program, entitled "Core STD Program**
6 **Management," for the period of July 1, 2018, through June 30, 2019.**

7
8 WHEREAS, California Department of Public Health has agreed to fund the Department
9 of Public Health (DPH) in the amount of \$554,425 for the period of June 1, 2018, through
10 June 30, 2018; and

11 WHEREAS, The full project period of the grant starts on July 1, 2016, and ends on
12 June 30, 2019; and

13 WHEREAS, The purpose of this project will implement evidence-based public health
14 activities to address Sexually Transmitted Diseases in San Francisco with an emphasis on the
15 prevention and control of syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis
16 infection; and

17 WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

18 WHEREAS, A request for retroactive approval is being sought because DPH received
19 the full award agreement on July 24, 2018, for a project start date of July 1, 2018; and

20 WHEREAS, The Annual Appropriation Ordinance (AAO) budget for FY2018-2019 was
21 approved in the amount of \$407,402; and

22 WHEREAS, An increase of \$147,023 from \$407,402 was approved for the period of
23 July 1, 2018, through June 30, 2019, for a total amount of \$554,425; and

24 WHEREAS, Core STD Program Management does not allow for indirect costs to
25 maximize use of grant funds on direct services; and

1 WHEREAS, The grant terms prohibit including indirect costs in the grant budget; now,
2 therefore, be it

3 RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant
4 in the amount of \$554,425 from California Department of Public Health; and, be it

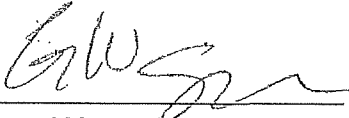
5 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
6 indirect costs in the grant budget; and, be it

7 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
8 expend the grant funds pursuant to Administrative Code, Section 10.170-1; and, be it

9 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
10 Agreement on behalf of the City; and, be it

11 FURTHER RESOLVED, That within 30 days of the grant agreement being fully
12 executed by all parties, the Director of Health shall provide a copy to the Clerk of the Board for
13 inclusion into the official file.

1 RECOMMENDED:

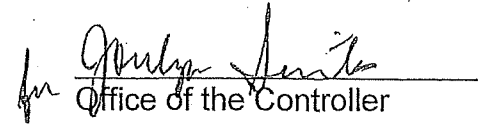
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4 Greg Wagner
Acting Director of Health

APPROVED:



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6 for Office of the Mayor

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for Office of the Controller

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Core STD Program Management**
2. Department: **SFDPH – Disease Prevention and Control Branch**
3. Contact Person: **Maggie Han** Telephone: **628.206.7681**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$554,425**
- 6a. Matching Funds Required: **\$0**
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: **CDPH**
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:
The purpose of this project is to implement evidence-based public health activities to address STDs in CCSF with emphasis on the prevention & control of syphilis, congenital syphilis, gonorrhea, & chlamydia trachomatis infection. The purpose of this grant amendment is to increase the funding by \$147,023. These funds were appropriated in the Governor's Fiscal Year 2018/2019 budget to support sexually transmitted disease outreach, screening, and other core services by enhancing STD prevention services already provided by the local health jurisdiction

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 7/1/2018

End-Date: 6/30/2019

- 10a. Amount budgeted for contractual services: **\$554,425**
b. Will contractual services be put out to bid? **No**
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **No**
d. Is this likely to be a one-time or ongoing request for contracting out? **One-time**
- 11a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$
b2. How was the amount calculated?
c1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? **25% of total personnel and benefits**

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept and expend these funds retroactive to July 01, 2018. The Department received the full award agreement from California Department of Public Health on July 24, 2018.

The final award approved for 10032661 for budget period July 1, 2018 – June 30, 2019 is \$554,425 compared to the AAO budget of \$407,402 for FY2018-2019. An increase of \$147,023 was approved for a total of \$554,425.

**Proposal ID: 16-10733
Version ID: A01
Project ID: 10032661**

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:


Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Toni Rucker, PhD
(Name)

DPH ADA Coordinator
(Title)

Date Reviewed: 11/20/2018

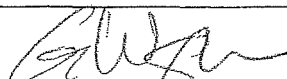

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Greg Wagner
(Name)

Acting Director of Health
(Title)

Date Reviewed: 11/20/18


(Signature Required)

**Exhibit B, Attachment I
Budget
July 1, 2018 - June 30, 2019**

PERSONNEL

<u>Classification</u>	<u>Hourly Rate</u>	<u>Hours Per Month</u>	<u>Months on Project</u>	<u>Budget</u>
Special Nurse	\$76.66	44.00	11.87	\$40,038
Total Personnel				\$40,038
Fringe Benefits @	25%			\$10,010
Total Personnel & Benefits				\$50,048

OPERATING EXPENSES

Laboratory Supplies (test kits, laboratory reagents) (Objective III)	\$69,842
Reagent Rental Agreement With Cepheid for the POC GC/CT testing instrument	\$75,000
Total Operating Expenses	\$144,842

MAJOR EQUIPMENT \$0

TRAVEL \$0

SUBCONTRACTORS

Strategic Planning for STD: TBD via RFP (Objective V)	\$100,000
UCSF - Intervention for Young Adults of Color	\$50,000
Heluna Health - Intervention for Young Adults of Color	\$50,000
<u>Public Health Foundation Enterprise, Inc (PHFE) dba Heluna Health</u>	<u>\$147,023</u>
Total Subcontractors	\$347,023

OTHER COSTS

Total Other Costs \$0

INDIRECT COSTS (25% OF TOTAL PERSONNEL AND BENEFITS) \$12,512

BUDGET GRAND TOTAL \$554,425

Exhibit B, Attachment I
Budget
July 1, 2016 - June 30, 2019

PERSONNEL

<u>Classification</u>	<u>Hourly Rate</u>	<u>Hours Per Month</u>	<u>Months on Project</u>	<u>Budget</u>
Special Nurse	\$76.66	44.00	11.87	\$40,038
Total Personnel				\$40,038
Fringe Benefits @	25%			\$10,010
Total Personnel & Benefits				\$50,048

OPERATING EXPENSES

Laboratory Supplies (test kits, laboratory reagents) (Objective III)	\$69,842
Reagent Rental Agreement With Cepheid for the POC GC/CT testing instrument	\$75,000
Total Operating Expenses	\$144,842

MAJOR EQUIPMENT \$0

TRAVEL \$0

SUBCONTRACTORS

Strategic Planning for STD: TBD via RFP (Objective V)	\$100,000
UCSF - Intervention for Young Adults of Color	\$50,000
Heluna Health - Intervention for Young Adults of Color	\$50,000
Total Subcontractors	\$200,000

OTHER COSTS

Total Other Costs \$0

INDIRECT COSTS (25% OF TOTAL PERSONNEL AND BENEFITS) \$12,512

BUDGET GRAND TOTAL \$407,402

Budget
July 1, 2018 - June 30, 2019

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
				\$0
Total Personnel				\$0
Fringe Benefits @				\$0
Total Personnel & Benefits				\$0
OPERATING EXPENSES				
General Office Expense (paper, pens, pencils)				\$0
Total Operating Expenses				\$0
SUBCONTRACTORS				
Public Health Foundation Enterprise, Inc (PHFE) dba Heluna Health				\$147,023
Total Subcontractors				\$147,023
OTHER COSTS				\$0
INDIRECT COSTS (0% OF PERSONNEL AND BENEFITS)				\$0
BUDGET GRAND TOTAL				\$147,023

Subcontractor Budget
Public Health Foundation Enterprise, Inc (PHFE) dba Heluna Health
July 1, 2018 - June 30, 2019

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
	\$0	0.00		\$0
Total Personnel				\$0
Fringe Benefits @	0%			\$0
Total Personnel & Benefits				\$0

OPERATING EXPENSES

	\$0
Total Operating Expenses	\$0

TRAVEL

\$0

SUBCONTRACTORS

510 Media (background ethnography, interviews, photography or graphic design of printed materials, ad placement)

\$147,023

Total Subcontractors

\$147,023

OTHER COSTS

\$0

INDIRECT COSTS (12.5% OF PERSONNEL AND BENEFITS)

\$0

BUDGET GRAND TOTAL

\$147,023

CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM
 Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
 TO
City and County of San Francisco, Department of Public Health, hereinafter “Grantee”
 Implementing the project “Core STD Program Management,” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 16-10733, A01

The Department amends this grant and the Grantee accepts and agrees to use the grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code Section 131085(a).

PURPOSE: The purpose of the grant amendment is to increase the funding by \$147,023. These funds were appropriated in the Governor’s Fiscal Year 2018/2019 budget to support sexually transmitted disease outreach, screening, and other core services by enhancing STD prevention services already provided by the local health jurisdiction.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: This amendment is to increase the grant by \$147,023 and is amended to read: \$407,402 **\$554,425** (~~Four Hundred Seven Thousand, Four Hundred Two Five Hundred Fifty-Four Thousand, Four Hundred Twenty-Five~~ Dollars).

Exhibit A, Scope of Work is hereby replaced in its entirety and amended to read Exhibit A, A01, Scope of Work.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this grant will be:

California Department of Public Health	Grantee: City and County of San Francisco, Department of Public Health
Name: May Otow Grant Manager	Name: Susan Philip, MD, MPH Director, Disease Prevention and Control Branch
Address: P.O. Box 997377, MS 7320	Address: 25 Van Ness Avenue, Suite 345
City, Zip: Sacramento, CA 95899-7377	City, Zip: San Francisco, CA 94102
Phone: (916) 552-9788	Phone: (628) 206-7638
Fax: (916) 440-5442 <u>636-6458</u>	Fax: (415) 554-9636
Email: May.Otow@cdph.ca.gov	Email: susan.philip@sfdph.org

Direct all inquiries to:

California Department of Public Health STD Control Branch	Grantee: City and County of San Francisco, Department of Public Health
Attention: <u>May Otow</u> STD Control Branch	Name: Trang Nguyen, PhD, MPH Epidemiologist, ARCHES Branch <u>Maggie Han</u> <u>Deputy Director</u> <u>Operations, Finance, and</u> <u>Performance Management</u>
Address: P.O. Box 997377, MS 7320	Address: 25 Van Ness Avenue, Suite 550 <u>200</u>
City, Zip: Sacramento, CA 95899-7377	City, Zip: San Francisco, CA 94102
Phone: (916) 552-9788	Phone: (415) 437-6256 <u>(628) 206-7681</u>
Fax: (916) 440-5442 <u>636-6458</u>	Fax:
Email: <u>May.Otow@cdph.ca.gov</u>	Email: <u>trang.nguyen@sfdph.org</u> <u>Maggie.han@sfdph.org</u>

Either party may change its Project Representative upon written notice to the other party.

All payments from CDPH to the Grantee shall be sent to the following address:

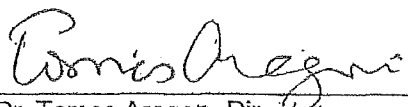
<u>Grantee: City and County of San Francisco, Department of Public Health</u> <u>Attention "Cashier:" David Anabu</u> <u>Address: 1380 Howard Street, Room 411</u> <u>City, Zip: San Francisco, CA 94103</u> <u>Telephone: (415) 255-3472</u> <u>Fax:</u> <u>Email: david.anabu@sfdph.org</u>

All other terms and conditions of this grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 10/17/18



Dr. Tomas Aragon, Director
Population Health Division
City and County of San Francisco
101 Grove Street, Room 308
San Francisco, CA 94102

Date: _____

Marshay Gregory, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

Exhibit A
Scope of Work

1. Service Overview

The Grantee will implement evidence-based public health activities to proactively address Sexually Transmitted Diseases (STD) within the local health jurisdiction. Particular emphasis should be placed on the prevention and control of infectious syphilis, congenital syphilis (**CS**), gonorrhea (GC), and chlamydia trachomatis (CT) infection.

Key strategic targets for STD prevention and control are: implementation of case-based surveillance; assurance of timely access to quality clinical services; verification of appropriate STD treatment; investigation of reported cases, unusual diseases, or outbreaks; identification of a STD patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications; and health education and health promotion activities to prevent STDs and enhance awareness of individuals at risk for STD, medical providers, and other service providers within the community.

Funding for the grantees are from a one-time Fiscal Year 2016/2017 appropriation which can be expended or encumbered until June 30, 2019 per 4265-111-0001, Provision 6 of the Budget Act 2016/2017, Senate Bill 826, Chapter 23. The additional one-time augmentation funds for the grantees are from a one-time Fiscal Year 2018/2019 appropriation which can be expended or encumbered until June 30, 2019 per 4265-111-0001, Provision 5 of the Budget Act 2018/2019, Senate Bill 840, Chapter 29. These funds must be used to enhance STD prevention services already provided and cannot be used to replace existing services and monies appropriated at the local level for these services.

2. Service Location

The services shall be performed at applicable facilities in the County of San Francisco.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	City and County of San Francisco, Department of Public Health
Matt Ayson <u>Karlo Estacio</u> Chief, Business Operations Support Section STD Control Branch Telephone: (916) 552-9849 <u>9820</u> Fax: (916) 440-5106 Email: <u>Matt.Ayson@cdph.ca.gov</u> <u>Karlo.Estacio@cdph.ca.gov</u>	Susan Philip Director, Disease Prevention and Control Branch San Francisco Department of Public Health Telephone: (628) 206-7638 Fax: (415) 554-9636 Email: <u>susan.philip@sfdph.org</u>

Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health STD Control Branch Attention: May Otow, Grant Manager 1616 Capitol Avenue, MS 7320 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 552-9788 Fax: (916) 440-5442 636-6458 Email: May.Otow@cdph.ca.gov	City and County of San Francisco, Department of Public Health Susan Philip Maggie Han Director, Disease Prevention and Control Branch Deputy Director Operations, Finance and Performance Management San Francisco Department of Public Health 25 Van Ness Avenue, Suite 345 200 San Francisco CA 94102 Telephone: (628) 206-7638 7681 Fax: (415) 554-9636 Email: susan.philip@sfdph.org Maggie.han@sfdph.org
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C. All payments from CDPH to the Grantee shall be sent to the following address:

<p style="text-align: center;"><u>Remittance Address</u></p> <p><u>City and County of San Francisco, Department of Public Health</u> <u>Attention "Cashier:" David Anabu</u> <u>1380 Howard Street, Room 411</u> <u>San Francisco, CA 94103</u></p> <p><u>Telephone: (415) 255-3472</u> <u>Fax:</u> <u>Email: david.anabu@sfdph.org</u></p>

C. D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement. Subgrantees must comply with the State Contracting Manual Volume I, 3.17.2.D.

Exhibit A
Scope of Work

5. Services to be Performed

Goal: To provide local assistance funding to local health jurisdictions (LHJs) to build local infrastructure and workforce capacity to conduct STD surveillance and implement evidence-based, effective interventions to reduce the transmission and negative health effects of sexually transmitted infections. Core STD program management is focused on the prevention of CT, GC, and syphilis through health education; promotion and outreach; assurance of quality local STD clinical services; disease investigation; and policy development and communication.

Part I: Core STD Program Management Assure quality case-based surveillance for syphilis, GC, and CT.

The Grantee is responsible for completing the activities that have been selected by the placement of an "X" in the check box. A number of these activities are mandatory requirements for funding, indicated with an "X". Other activities are optional, based upon local program need and resources. Please indicate which of these additional activities your local health jurisdiction will pursue by placing an "X" in the appropriate check box. End-of-Year reports should be submitted to STDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this contract. The report for the period of July 1, 2016 through June 30, 2019 will be due on June 30, 2019.

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
Assure quality case-based surveillance for syphilis, GC, and CT.		
<input checked="" type="checkbox"/> A. Adhere to all data security standards and guidelines in accordance with state and federal guidance. (Required activity).	Data security standards and guidelines are in compliance with state and federal guidance.	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> B. Provide case-based data to the California Department of Public Health (CDPH) through the use of the California Reportable Disease Information Exchange (CalREDIE). If CalREDIE is not available, provide case-based data through other means per agreement between the local STD Control Officer and the STD Control Branch (STDCB) Chief of the Surveillance and Epidemiology Unit. (Required activity).	Completion and closure of syphilis, GC and CT cases diagnosed in January—June by August 30 of that year in CalREDIE* <u>in surveillance system within 45 days after the lab or provider case report is first received by the local health department. Reports will be reviewed monthly by the 15th of the following month</u> Completion and closure of syphilis, GC, and CT cases diagnosed in July—December by February 28 of that year in CalREDIE.	7/1/16 - 6/30/19 <u>Case closures due monthly</u> Semi-annual case-closure

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<input checked="" type="checkbox"/> C. Assure completeness and accuracy of key variables through local review of surveillance reports and provider follow-up of select GC and early syphilis cases. (Required activity).	Proportion of GC and early syphilis cases with complete data for the following key variables in CalREDIE: <ul style="list-style-type: none"> • Treatment Date* • Medication and Dosage* • Race/Ethnicity* • Patient Address* • Provider Name and Address* • Gender of Sex Partners* • HIV Status* • Partner Treatment* Proportion of female syphilis cases with complete provider-confirmed pregnancy status*.	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> D. Assure provider reporting of syphilis and GC cases in accordance with state regulations. (Required activity).	Case reporting by providers within 14 days of specimen collection for syphilis and GC*.	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> E. Utilize case-based surveillance data through, at a minimum, routine examination of rates and trends by age, gender, race/ethnicity, and other key variables. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> F. Conduct enhanced surveillance for all priority syphilis cases using medical record data and case interviews as necessary. (Required activity).	Completed interview records for enhanced surveillance on priority syphilis cases: <ul style="list-style-type: none"> • Early syphilis* • Congenital syphilis* Completion and closure of cases as described in I.B.	7/1/16 - 6/30/19 Semi-annual case closure
<input checked="" type="checkbox"/> G. Conduct enhanced surveillance on GC cases as part of an investigation of a strain with resistance or decreased susceptibility to antibiotics. (Required activity).	Completed interview records for CA-GISP assigned GC cases*. Completion and closure of cases as described in I.B.	7/1/16 - 6/30/19 Semi-annual case closure

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p>Optional Activity</p> <p><input type="checkbox"/> H. G. Conduct enhanced surveillance on GC cases as part of an outbreak or unusual occurrence investigation and/or as part of a geo-targeted assessment and intervention.</p>	<p>Completed interview records for GC cases*.</p> <p>Completion and closure of cases as described in I.B.</p>	<p>7/1/16 - 6/30/19</p> <p>Semi-annual case closure</p>
<p>Optional Activity</p> <p><input type="checkbox"/> I. H. Conduct enhanced surveillance on GC cases as part of the California Gonorrhea Surveillance System (CGSS 2.0).</p>	<p>Completed timely and CalREDIE entered interview records for CGSS-sampled GC cases*.</p> <p>Completion and closure of cases as described in I.B.</p>	<p>7/1/16 - 6/30/19</p> <p>Semi-annual case closure</p>
<p>Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Section I activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.</p> <p>Not applicable.</p>		

Part II: Conduct health promotion activities for youth at risk of STDs to increase STD/sexual health awareness and conduct primary prevention.

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p>H. Conduct health promotion activities for youth at risk of STDs to increase STD/sexual health awareness and conduct primary prevention.</p>		
<p><input checked="" type="checkbox"/> A. Utilize STD data to define local priority populations and/or geographic areas for targeting health promotion efforts, with an emphasis on youth and underserved populations. (Required activity).</p>	<p>Description of activities will be included in the End-of-Year report.</p>	<p>7/1/16 - 6/30/19</p> <p>Report due annually by 7/31 <u>6/30/19</u></p>

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Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with Indicator	Timeline
<input checked="" type="checkbox"/> B. Describe existing community resources and identify potential gaps related to STD prevention and education. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/16 - 6/30/19 Report due annually by 7/31 <u>6/30/19</u>
<u>Optional Activity</u> <input type="checkbox"/> C. Provide technical assistance, training, resources, and referrals to <u>school districts and other school-based partners</u> on delivering quality sexual health education and confidential sexual health services in accordance with state regulations. ⁴	Description of activities will be included in the End-of-Year report.	7/1/16 - 6/30/19 Report due annually by 7/31 <u>6/30/19</u>
<u>Optional Activity</u> <input type="checkbox"/> D. Provide technical assistance and training for building capacity among <u>youth-serving community-based organizations</u> to ensure youth have access to medically accurate information, prevention tools, and sexual and reproductive health clinical services. ⁴	Description of activities will be included in the End-of-Year report.	7/1/16 - 6/30/19 Report due annually by 7/31 <u>6/30/19</u>
<u>Optional Activity</u> <input type="checkbox"/> E. Act as a local resource to plan and implement the California Youth Risk Behavioral Survey (YRBS) in CDC-selected schools (selection by CDC to be determined). Examples of this include contacting local school districts to encourage participation, promoting the survey with parent and teacher groups, or having local staff trained to administer the survey in selected schools.	Proportion of local schools participating in YRBS among schools selected for YRBS (number and locations vary between survey cycles, which occur every other year beginning in 2016).	Every other year, beginning in 2016. 7/1/16 - 6/30/19
<input type="checkbox"/> F. Act as a local resource for school districts, partnering with CDPH on the Division of Adolescent Sexual Health (DASH) funded activities.	Description of activities will be included in the End-of-Year report.	7/1/16 - 6/30/19 Report due annually by 7/31

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Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p>Optional Activity</p> <p><input type="checkbox"/> G. E. Support local implementation and expansion of statewide health promotion activities, such as: implementing the "I Know" project (select LHJs only); recruiting new Condom Access Project (CAP) sites (minimum 3 per LHJ; maximums apply).⁴</p>	<p>Description of activities will be included in the End-of-Year report, including the number of CAP sites and, if applicable, a description of "I Know" promotion activities and outcomes.</p>	<p>7/1/16 - 6/30/19</p> <p>Report due annually by 7/31 6/30/19</p>
<p>Optional Activity</p> <p><input type="checkbox"/> H. G. Promote web-based sexual health promotion programs (e.g., Hook Up, Teensource.org, TalkWithYourKids.org) with local schools, parents, providers, community-based organizations, and other key stakeholders serving at-risk populations.⁴</p>	<p>Description of activities will be included in the End-of-Year report, including methods of promoting resources.</p>	<p>7/1/16 - 6/30/19</p> <p>Report due annually by 7/31 6/30/19</p>
<p><input type="checkbox"/> I. H. Utilize available promotional materials and outreach opportunities during STD Awareness Month (April) to promote the national Get Yourself Tested (GYT) campaign.⁴</p>	<p>Description of activities will be included in the End-of-Year report.</p>	<p>7/1/16 - 6/30/17</p> <p>Report due annually by 7/31 6/30/19</p>
<p>Optional: Place a checkmark in the box only if Grantee plans to subcontract.</p> <p><input checked="" type="checkbox"/> J. L. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).⁴</p>	<p>Subcontract with community or other organizations, if needed.</p>	<p>7/1/16 - 6/30/19</p>

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Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p>Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Section II activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.</p> <p>Not applicable.</p> <p><u>The Grantee will work with a subcontractor, 501 Media, to create a sexual health leadership group and advisory board to develop a STD prevention social marketing campaign that would appeal to young adults of color.</u></p> <p><u>The Grantee has not had an STD or sexual health marketing campaign with young people in the past 10 years, so these additional funds will provide an opportunity to increase visibility for STD prevention services messages for youth.</u></p> <p>Deliverables: <u>1. STD prevention services messages, print images and/or graphic design, and web content.</u></p>		

Part III: Assure high quality STD screening and treatment services are available in the LHJ.

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
III. Assure high quality STD screening and treatment services are available in the LHJ.		
<input checked="" type="checkbox"/> A. Assess major sources of STD clinical care and characterized by patient census, clinic type (reference list to be provided by STDCB), and location and population served to identify potential gaps in access to STD services. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/16 - 6/30/19 Report due annually by 7/31 <u>6/30/19</u>
Optional Activity <input type="checkbox"/> B. Assess quality of care among providers in high volume clinics or serving high morbidity areas including competency providing services to youth; diverse racial/ethnic groups; and lesbian, gay, bisexual, and transgender (LGBT) patients, as appropriate.	Description of activities will be included in the End-of-Year report. As applicable, description of: <ul style="list-style-type: none"> • STD screening practices • Adherence to STD treatment recommendations • Cultural competency to service at-risk groups 	7/1/16 - 6/30/19 Report due annually by 7/31 <u>6/30/19</u>

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Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p><u>Optional Activity</u></p> <p><input type="checkbox"/> C. Work with the highest level of local clinic leadership for public and private providers in the community to establish policies related to clinical quality improvement (QI) activities focused on expanded screening, diagnosis, and presumptive treatment; public health reporting; timely and effective management; partner treatment; and repeat testing. Provide technical assistance related to implementation of clinical QI activities.</p>	<p>Description of activities will be included in the End-of-Year report, including tools and protocols that may be shared with other LHJs, as applicable.</p>	<p>7/1/16 - 6/30/19</p> <p>Report due annually by 7/31 6/30/19</p>
<p><u>Optional Activity</u></p> <p><input type="checkbox"/> D. Work with the highest level of local clinic leadership for public and private providers in the community, including STD clinic settings, to establish policies related to clinical QI activities focused on HIV screening among syphilis and gonorrhea cases.</p>	<p>Proportion of early syphilis cases with known HIV status (positive or tested negative within 30 days of STD diagnosis)*.</p> <p>Proportion of GC cases with known HIV status (positive or tested negative within 30 days of STD diagnosis)*.</p>	<p>7/1/16 - 6/30/19</p> <p>Report due annually by 7/31 6/30/19</p>
<p><u>Optional Activity</u></p> <p><input type="checkbox"/> E. Establish protocols and implement provider feedback mechanisms for management of inadequate or delayed treatment.</p>	<p>Develop protocol to monitor provider treatment practices and for targeting interventions at low-performing providers.</p> <p>For GC and early syphilis, proportion with recommended treatment documented in CalREDIE, and proportion who received recommended treatment within 7 days and within 14 days of specimen collection*.</p>	<p>7/1/16 - 6/30/19</p>
<p><u>Optional Activity</u></p> <p><input type="checkbox"/> F. Implement public health detailing programs targeted to providers in high volume clinics or serving high morbidity areas (e.g., family planning settings, HIV care providers, Federally Qualified Health Centers, school-based health centers, obstetrics/gynecology offices, pediatric offices, family practice</p>	<p>Description of activities will be included in the End-of-Year report.</p> <p>Measures include total number of provider visits/trainings, number and types of providers visited/trained, and number and types of resources disseminated.</p>	<p>7/1/16 - 6/30/19</p> <p>Report due annually by 7/31 6/30/19</p>

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Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
and primary care, and prenatal care providers). Programs may include training, dissemination of resources, and technical assistance. ⁴		
<p>Optional Activity</p> <p><input type="checkbox"/> G. Monitor quality of local health department STD clinical services including screening rates, treatment, HIV testing of STD cases, partner referral/treatment, epidemiologic treatment of Disease Intervention Specialist (DIS)-referred contacts, and repeat testing rates. (Required activity for local health jurisdictions with health department based STD clinical services.)</p>	<p>Description of activities will be included in the End-of-Year report.</p> <p>Percent of patients diagnosed with GC and early syphilis in STD clinics who were tested for HIV within 30 days prior to or after STD diagnosis*.</p> <p>Percent of those tested (above) who are newly-diagnosed as HIV-infected*.</p> <p>Proportion of GC cases that are retested in 3 months.</p>	<p>7/1/16 - 6/30/19</p> <p>Report due annually by 7/31 6/30/19</p>
<p>Optional Activity</p> <p><input type="checkbox"/> H. Monitor quality of local health department STD clinical services, including linkage to HIV care for newly identified patients with HIV and re-engagement in HIV care for those out of care.</p>	<p>Description of activities will be included in the End-of-Year report.</p> <p>Percent of those newly diagnosed (above) who are linked to HIV care within 90 days of the date of HIV test*.</p>	<p>7/1/16 - 6/30/19</p> <p>Report due annually by 7/31 6/30/19</p>
<p>Optional Activity</p> <p><input type="checkbox"/> I. Assess availability of and promote or provide patient-delivered partner therapy (PDPT) for patients diagnosed with CT/GC.</p>	<p>Description of activities will be included in the End-of-Year report.</p>	<p>7/1/16 - 6/30/19</p> <p>Report due annually by 7/31 6/30/19</p>
<p>Optional: Place a checkmark in the box only if Grantee plans to subcontract.</p> <p><input type="checkbox"/> J. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).⁴</p>	<p>Subcontract with community or other organizations, if needed.</p>	<p>7/1/16 - 6/30/19</p>

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Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<p>Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Section III activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.</p> <p>Improve CT/GC screening and treatment in SFDPH Jail Health Services: Work with the Medical Director, SFDPH Jail Health Services; Director, SFDPH Public Health Laboratory; and STD epidemiologists in the Applied Research, Community Health Epidemiology, and Surveillance (ARCHES) Branch to pilot a trial assessing screening coverage and using a point of care test platform onsite at the San Francisco jails to improve screening and treatment outcomes.</p> <p>Goals:</p> <ol style="list-style-type: none"> 1) Improve screening, diagnosis and treatment cascade for GC/CT in incarcerated populations in San Francisco 2) Address high rates of GC/CT in Black/African American residents in San Francisco 3) Decrease DIS work related to untreated cases of GC/CT diagnosed in the jails. <p>Background:</p> <ul style="list-style-type: none"> - In the past we have not been able to get a clear screening estimate of inmates who were eligible for screening, so improving data quality will also be part of this project. Also, to date, many individuals have been released before GC/CT lab-based nucleic acid amplification test (NAAT) results were complete and were difficult for SFDPH STD DIS to find and treat in the field due to inmate's reluctance to provide accurate locating information to SFDPH. Given high rates of GC/CT positivity in those who are screened and continued high community rates among African American San Franciscans, we will attempt this pilot to address Black/African American STD Disparities in San Francisco and also to improve treatment in a vulnerable incarcerated population. - Activities will start July 2017 and last through June 2019. - July 2017 – December 2017: Work with analysts from Jail Health Services and ARCHES to use Jail Information Management (JIM) system to review inmates that meet screening criteria - January 2018 – December 2018: Place point-of-care (POC) NAAT instrument at County Jail #1 and begin testing - January 2019 – June 2019: Data analysis and lessons learned <p>Deliverables:</p> <ol style="list-style-type: none"> 1) Ongoing algorithm to assess GC/CT screening coverage in the SF jails 2) Improved screening workflows and training for clinical staff 3) Increase in screening by 25% of eligible inmates by July 2019 4) Decrease proportion of inmates released after screening but before GC/CT treatment by 50% by June 2019 		

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Part IV: Conduct disease intervention activities, including partner services, for priority STDs to prevent further transmission in the community or from mother-to-child.

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
IV. Conduct disease intervention activities, including partner services, for priority STDs to prevent further transmission in the community or from mother-to-child.		
<input checked="" type="checkbox"/> A. Process incoming syphilis reactors to determine prioritization for public health action, conduct record searching, and data entry. <i>(Required activity).</i>	Median number of days between report and initiation of reactors, stratified by priority alert value.	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> B. <i>For priority syphilis reactors (Alert codes red and orange):</i> Contact providers and patients, as needed, to verify diagnosis and treatment and refer untreated patients to care. For females of child-bearing age (ages 15-44) with reactive serological tests, determine pregnancy status and assure timely and appropriate treatment. <i>(Required activity).</i>	Proportion of early syphilis cases, stratified by gender, treated within 14 days of specimen collection*. Proportion of female syphilis cases with complete provider-confirmed pregnancy status*. Proportion of pregnant females with syphilis treated greater than 30 days prior to delivery*.	<u>7/1/16 - 6/30/19</u>
<input checked="" type="checkbox"/> C. <i>For early syphilis cases with unknown or negative HIV status:</i> Conduct confirmation of HIV status or facilitation of HIV testing and linkage or re-engagement to care. <i>(Required activity).</i>	Proportion of early syphilis cases with documented HIV test within 30 days before or after syphilis diagnosis*. Of those early syphilis cases tested and newly diagnosed with HIV from above, proportion with a confirmed HIV care medical visit within 90 days of HIV test*.	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> D. <i>For early syphilis cases that are HIV-infected:</i> Confirm engagement in HIV care or facilitate re-engagement to care. <i>(Required activity).</i>	Proportion of early syphilis/HIV co-infected cases with confirmation of current HIV medical care visit*. Of patients who are known to be HIV-infected and are out of HIV care, proportion who are re-engaged in care through confirmed HIV care medical visit within 90 days of STD diagnosis*.	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> E. <i>For all early syphilis cases:</i> Conduct client interview and case management including collection of medical information and client risk information; risk reduction counseling; elicitation of sexual and social network partners; and referral for other services as relevant. <i>(Required activity).</i>	Proportion of early syphilis cases interviewed within 14 and 30 days of specimen collection*. Proportion of early syphilis cases interviewed with at least one partner initiated for notification of exposure*.	7/1/16 - 6/30/19

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Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input checked="" type="checkbox"/> F. For partners of <u>all</u> early syphilis cases: Assure testing and appropriate treatment of sexual and social network partners including notification of exposure to syphilis and HIV and facilitate STD and HIV testing, treatment and linkage or re-engagement to HIV care, as relevant. (Required activity).	Proportion of initiated partners of early syphilis cases that are: <ul style="list-style-type: none"> • Newly tested for syphilis (among initiated partners)*. • Preventative/prophylactic treated within 14 days of test (among syphilis tested above with negative test and recent exposure)*. • Newly diagnosed with syphilis (among syphilis tested above)*. • Confirmed syphilis treatment within 14 days of syphilis test (among newly diagnosed above)*. • Newly tested for HIV (among initiated partners)*. • Newly identified HIV positive (among HIV tested above)*. • Confirmed HIV medical care visit within 90 days of HIV test (among newly diagnosed with HIV)*. • Re-engaged in care through confirmed HIV care medical visit within 90 days of STD test/diagnosis (among initiated partners known to be HIV-infected and out of HIV care)*. 	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> G. For early syphilis cases among females of child-bearing age (ages 15-49): In addition to interview and case management, provide partner services to assure testing and appropriate treatment of partners. (Required activity).	Proportion of female syphilis cases ages 15-49 with at least one partner who was: <ul style="list-style-type: none"> • Preventative/prophylactic treated within 14 days of test (among syphilis tested above with negative test and recent exposure)*. • Treated as a new case of syphilis within 30 days before or after specimen collection of the original patient*. 	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> H. For congenital syphilis cases: Contact provider to assure needed clinical evaluation, case reporting, and correct treatment. Involve subject matter experts, as needed. (Required activity).	Proportion with appropriate case management documentation (e.g., congenital syphilis case report) and documented treatment, where appropriate*. Proportion of confirmed and probable congenital syphilis cases where neonate was <ul style="list-style-type: none"> • Appropriately medically evaluated within 14 days • Appropriately treated within 14 days* 	7/1/16 - 6/30/19

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Activities	Performance Indicators/Deliverables <small>** = CDPH will provide biannual reports with indicator</small>	Timeline
<input checked="" type="checkbox"/> I. <i>Conduct follow-up for suspected drug-resistant GC cases: Known or suspected treatment failures and/or decreased susceptibility to treatment (i.e., high MIC). (Required activity).</i>	Number and proportion of cases with suspected treatment failures that were interviewed. Number and proportion of cases with high MICs that were interviewed and brought to care for test-of-cure.	7/1/16 - 6/30/19
<p>Optional Activity</p> <input type="checkbox"/> J. <i>Conduct follow up for selected GC cases: Persons with increased risk of transmission (e.g., repeat cases, HIV- infected cases) and/or pregnant females.</i>	Proportion of GC cases that are retested in 3 months. Number and proportion of GC cases with documented GC testing and/or appropriate treatment for at least one partner. Proportion of initiated partners of GC/HIV co-infected cases that are: <ul style="list-style-type: none"> • Newly tested for HIV • Newly identified HIV positive • Confirmed linkage to HIV care within 90 days of HIV-positive test* 	7/1/16 - 6/30/19
<p>Optional Activity</p> <input type="checkbox"/> K. <i>Conduct follow-up for selected GC cases: Persons located in geo-targeted areas with concentrated morbidity.</i>	Number and proportion of GC cases interviewed from geo-targeted locations. Number and proportion of GC cases with at least one partner that was tested and/or treated appropriately for GC.	7/1/16 - 6/30/19
<input checked="" type="checkbox"/> L. <i>Conduct disease investigation for clusters or outbreaks of less common STDs, such as chancroid or lymphogranuloma venereum (LGV). (Required activity).</i>	Description of activities will be included in the End of Year Report.	7/1/16 - 6/30/19 as needed Report due annually by 7/31 6/30/19
<input checked="" type="checkbox"/> M. <i>Ensure data entry in CalREDIE to reflect disease intervention and partner services activities for syphilis, GC, and other STDs determined a priority for public health action.</i> <ol style="list-style-type: none"> 1. Enter client level demographic, laboratory, clinical, and case investigation activities on relevant CalREDIE systems to ensure they are recorded. 2. Enter client interview records with enhanced surveillance data, including syphilis interview record and CGSS 	Completion and closure of case report forms, interview records, and partner investigation outcomes in CalREDIE.*	7/1/16 - 6/30/19 Ongoing data entry Case closures as described in I.B.

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Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
provider report and patient interview forms. 3. Enter congenital syphilis case report forms, according to guidance and algorithm. 4. Enter sexual and social network partner information and investigation/notification outcomes. (Required activity).		
Optional: Place a checkmark in the box only if Grantee plans to subcontract. <input type="checkbox"/> N. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).	Subcontract with community or other organizations, if needed.	7/1/16 - 6/30/19
Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part IV activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity. Not applicable.		

Part V: Assure that local STD policies and communications are effective.

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
V. Assure that local STD policies and communications are effective.		
<input checked="" type="checkbox"/> A. Promote the presence, relevancy, and accuracy of webpage(s) on health department website with data, links to provider resources, and sexual and reproductive health education materials. (Required activity).	Presence on website, social media, etc.	7/1/16 - 6/30/19

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Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<input checked="" type="checkbox"/> B. Identify and respond to opportunities to educate community partners, policy makers, and the media. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/16 - 6/30/19 Report due annually by 7/31 <u>6/30/19</u>
<input checked="" type="checkbox"/> C. Participate in relevant community coalitions focused on sexual health. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/16 - 6/30/19 Report due annually by 7/31 <u>6/30/19</u>
Optional: <input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).	Subcontract with community or other organizations, if needed.	7/1/16 - 6/30/19

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part V activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

- Subcontract for strategic planning and leadership development for SFDPH STD Program Teams

Goals: Complete facilitated strategic planning process for overall SFDPH STD prevention and control efforts as well as for individual STD specialty teams (e.g. Disease Intervention Specialists, clinical quality team, community engagement teams – men who have sex with men (MSM) and youth of color) with input from major stakeholders both inside and outside the SFDPH STD Program. Additionally, support SFDPH STD managers with leadership coaching and training, particularly those managers from backgrounds reflecting SFDPH STD Prevention priority populations: lesbian, gay, bisexual, transgender, questioning (LGBTQ) communities and communities of color.

The planned goal for these strategic planning efforts, facilitated by a contracted agency, will be to focus our efforts on the principles that will comprise our key goals and resultant metrics for all major activities in STD prevention and control in San Francisco for the next five years. The plan will include both how we will work on continuous improvement and how we will develop and train staff to meet the needs of the state-of-the-art STD program we aim to be.

Timeline: September 2017 – June 2019

Deliverables: STD 5 year Strategic Plan with vision and mission statements by July 2018; individualized coaching and development plans for select STD managers by July 2018, with completion by June 2019.

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Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p>2. Subcontract for Social Scientist Consultant with expertise in sexual health for Black/African American adolescents and young adults; resultant pilot intervention to improve sexual health outcomes in this group.</p> <p>Goals: Develop in-depth understanding of the factors that influence the existing disparities in rates of Chlamydia and gonorrhea in Black/African American (B/AA) youth. From that knowledge, implement small pilot program and assess acceptability, feasibility and outcomes.</p> <p>Background: In San Francisco, B/AA adolescents and young adults age 15-25 continue to have the higher rates of chlamydia and gonorrhea compared to their peers of other race/ethnicities. B/AA youth continue to be a priority population for SFDPH STD due to these sexual health disparities.</p> <p>Since 2014, SFDPH has turned a focus to reducing disparities for B/AA San Franciscans in multiple areas of health. This effort, the Black/African American Health Initiative, or BAAHI, has been initiated and strongly supported by SFDPH leadership. It is a joint effort of both the San Francisco Health Network (SFHN) (the care delivery arm of SFDPH) and the Population Health Division and efforts have focused on improving performance of the SFHN for its B/AA patients. One of the four initiatives for BAAHI is improving chlamydia screening for young women.</p> <p>Efforts to improve Chlamydia screening include measuring true screening coverage in the SFHN clinics that see the highest numbers of B/AA young women, and implementing best practices such as self-collected vaginal swabs and standing orders for annual screening. To date, the SFHN youth clinics have increased screening coverage from an already high 80% of eligible patients to 90%. Efforts to do similar work with several other clinics are underway.</p> <p>We do not currently have a community-based effort to 'match' to BAAHI. That is, to understand directly from youth the facilitators and barriers of screening, condom use and self-efficacy that could lead to improved sexual health for young B/AA San Franciscans. We will use a portion of these one-time funds to work with an academic social scientist with expertise in sexual health assessment and interventions for young B/AA youth. Activities may include focus groups, and convening a youth sexual health advisory board. Information could be used to design low barrier STD screening programs for youth, social marketing or other potential interventions.</p> <p>Further, we propose to take at least one of the novel ideas generated and create a prototype pilot project that we would assess for acceptability, uptake and feasibility.</p> <p>Timeline July 2017-June 2019</p> <p>Deliverables: Written reports of completed focus groups, advisory board recommendations and SFDPH protocols for designing and maintaining these types of efforts to engage youth by Dec 2018. Completed pilot project to engage youth to improve sexual health by June 2019.</p>		

⁴ ~~The Grantee may use funds to print or duplicate posters, brochures, pamphlets, and other materials to promote STD awareness, testing, and treatment of at risk populations.~~

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6. Summary of Required Reports and Data

Frequency	Time Frame	Deadline	Program	Report Recipient
Once	7/01/16 – 6/30/19	6/30/19	Core STD Program Management	STDLHJContracts@cdph.ca.gov
Biannual <u>Monthly</u>	7/1/16 – 12/31/16 1/1/17 – 6/30/17 7/1/17 – 12/31/17 1/1/18 – 6/30/18 7/1/18 – 12/31/18 1/1/19 – 6/30/19 <u>7/1/2018 – 7/31/2018</u> <u>8/1/18 – 08/31/18</u> <u>9/1/18 – 9/30/18</u> <u>10/1/18 – 10/31/18</u> <u>11/1/18 – 11/30/18</u> <u>12/1/18 – 12/31/18</u> <u>1/1/19 – 1/31/19</u> <u>2/1/19 – 2/28/19</u> <u>3/1/19 – 3/31/19</u> <u>4/1/19 – 4/30/19</u> <u>5/1/19 – 5/31/19</u> <u>6/1/19 – 6/30/19</u>	2/28/17 8/31/17 2/28/18 8/31/18 2/28/19 6/30/19 <u>08/15/18</u> <u>09/15/18</u> <u>10/15/18</u> <u>11/15/18</u> <u>12/15/18</u> <u>1/15/19</u> <u>2/15/19</u> <u>3/15/19</u> <u>4/15/19</u> <u>5/15/19</u> <u>6/15/19</u> <u>6/30/19</u>	STD Case Closure	CalREDIE data system, or Denise.Gilson@cdph.ca.gov



London N. Breed
Mayor

Greg Wagner
Acting Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Greg Wagner *GW*
Acting Director of Health
DATE: November 20, 2018
SUBJECT: Grant Accept and Expend
GRANT TITLE: Accept and Expend Grant – Core STD Program
Management- \$554,425

Attached please find the original and 1 copy of each of the following:

- Proposed grant resolution, original signed by Department ✓
- Grant information form, including disability checklist - ✓
- Budget and Budget Justification ✓
- Grant application: Not Applicable. No application submitted.
- Agreement / Award Letter ✓
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Grants Administration for
Community Programs, 1380 Howard St.

Certified copy required Yes

No

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2018 DEC 11 PM 4: 29

Time stamp
for meeting date

I hereby submit the following item for introduction (select only one):

BY _____

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Topic submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

[Stefani]

Subject:

[Accept and Expend Grant - Core STD Program Management - \$554,425]

The text is listed:

Resolution retroactively authorizing the San Francisco Department of Public Health to accept and expend a grant increase of \$147,023 for a total amount of \$554,425 from California Department of Public Health to participate in a program entitled, "Core STD Program Management", for the period of July 1, 2018, through June 30, 2019.

Signature of Sponsoring Supervisor:

[Signature]

For Clerk's Use Only

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Heluna Health (formerly dba. Public Health Foundation Enterprises, Inc. (PHFE))	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Board – see attachment 2) Blayne Cutler, President/CEO; Brian Gieseler, Chief Financial Officer; Peter Dale, Contract & Grant Management Director 3) N/A 4) N/A 5) N/A	
Contractor address: 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746-3505	
Date that contract was approved:	Amount of contract: Grant increase amount: \$147,023; Total grant amount: \$554,425
Describe the nature of the contract that was approved: Fiscal Intermediary	
Comments: Heluna Health is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form (Mayor, London N. Breed)
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits
- Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

08/31/2018

Heluna Health (formerly dba. Public Health Foundation Enterprise, Inc.)

Heluna Health Board of Directors 2018-2019

Officers:

Erik D. Ramanathan, JD Chair
Delvecchio Finley, Vice Chair
Tobert R. Jenks, Treasurer
Tamara Josph, Secretary
Alex Baker, COO
Blayne Cutler, CEO
Brian Geiseler, CFO

Members:

Carladenise Edwards
Clarence Lam
Edward Yip
Georgia Casciato
Jean c. O'Connor
Santosh Vetticaden
Scott Filer
Susan DeSanti
Kiran Saluja
Linda Yeomans
Nickie Kluge
Peter Dale
Tim Seifert

File No. 181179

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date January 17, 2019

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Public Utilities Commission Resolution
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Linda Wong Date January 11, 2019
 Completed by: Linda Wong Date _____

1 [Service Agreement - Pacific Gas and Electric Company - CleanPowerSF - Not to
2 Exceed \$20,000,000]

3 **Resolution retroactively approving a service agreement between Pacific Gas and**
4 **Electric Company and the City and County of San Francisco, for services to**
5 **CleanPowerSF for a term of ten years, from January 1, 2019, through December**
6 **31, 2029, in a total amount not to exceed \$20,000,000.**

7
8 WHEREAS, In May 2016, the San Francisco Public Utilities Commission (PUC)
9 launched San Francisco's Community Choice Aggregation (CCA) program,
10 CleanPowerSF; and

11 WHEREAS, The goals of CleanPowerSF are to provide affordable and reliable
12 electricity services, cleaner energy alternatives advancing the City's Greenhouse Gas
13 reduction goals, investment in local renewable energy projects and jobs, and long-term
14 rate and financial stability; and

15 WHEREAS, The California Public Utilities Commission (CPUC) requires all CCAs
16 execute a Service Agreement with their investor owned utility; for CleanPowerSF the
17 utility is Pacific Gas and Electric Company (PG&E); and

18 WHEREAS, The Service Agreement is a tariffed agreement in which
19 CleanPowerSF agrees to comply with the terms and conditions of PG&E's tariff
20 governing the provision of services to CCAs such as metering, billing, and transfers of
21 customers to and from the CCAs; and

22 WHEREAS, The Service Agreement sets forth general contract provisions
23 governing the relationship between the parties, such as billing and payment, dispute
24 resolution, audits, and indemnities; and

25 WHEREAS, Because the Service Agreement is part of PG&E's CPUC approved
tariff, it is not possible to include the City's standard terms and conditions; and

1 WHEREAS, The Service Agreement does not contain any costs; the costs and
2 fees for CCA service are established by the CPUC and contained in the PG&E tariff;
3 and

4 WHEREAS, The total cost of CCA service pursuant to the tariff can change from
5 year to year depending on the type of services provided; for example, CleanPowerSF
6 anticipates higher costs in 2019 due to its anticipated expansion to all residential
7 customers in the City; and

8 WHEREAS, CleanPowerSF estimates that its costs under the tariff will not
9 exceed \$2,000,000 per year; and

10 WHEREAS, CleanPowerSF's current Service Agreement with PG&E expires on
11 December 31, 2018, and CleanPowerSF must execute a new Service Agreement in
12 order to continue to provide CCA service; and

13 WHEREAS, The Public Utilities Commission approved the Service Agreement on
14 November 13, 2018, in Resolution No. 18-0186; and

15 WHEREAS, The Service Agreement is on file with the Clerk of the Board of
16 Supervisors in File No. 181179; now, therefore, be it

17 RESOLVED, That the Board of Supervisors hereby authorizes the General
18 Manager of the Public Utilities Commission to execute the Service Agreement with
19 Pacific Gas and Electric Company with total costs not to exceed \$20,000,000 with the
20 term of January 1, 2019, through December 31, 2029; and, be it

21 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the
22 General Manager of the Public Utilities Commission to make amendments to the
23 contract, as needed, that do not materially increase the obligations or liabilities of the
24 City; and, be it

1 FURTHER RESOLVED, That within thirty (30) days of service agreement being
2 fully executed by all parties the SFPUC shall provide the final agreement to the Clerk of
3 the Board for inclusion into the official file.
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Item 2
File 18-1179

Department:
Public Utilities Commission (PUC)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution retroactively approves a service agreement between the San Francisco Public Utilities Commission (SFPUC) and PG&E for ten years from January 1, 2019 through December 31, 2028. The resolution would also authorize the SFPUC General Manager to make amendments to the agreement, as needed, that do not materially increase the obligations or liabilities of the City.

Key Points

- State law allows cities and counties to develop Community Choice Aggregation (CCA) programs through which local governments supply electricity to participating customers within their jurisdictions while the existing private utility (PG&E in San Francisco) continues to provide various services including billing, transmission, and distribution. San Francisco's CCA program ("CleanPowerSF") is in the process of phasing in service to residential customers citywide.
- Under the service agreement, PG&E provides meter reading and billing services to CleanPowerSF customers and remits customer payments to CleanPowerSF. The service agreement requires each party to comply with the terms of the CCA tariffs set by the California Public Utilities Commission and includes provisions for audits, dispute resolution, events of default, indemnity, and billing CCA customers and remitting payments to CleanPowerSF. The City retains the ability to audit PG&E's records.

Fiscal Impact

- Of the \$20,000,000 not-to-exceed amount for this agreement, CleanPowerSF estimates that it will pay PG&E \$19,033,151 over 10 years for CCA services based on tariffs set by the California Public Utilities Commission. The remaining \$966,849 represents a contingency of approximately 5 percent to cover costs if customer enrollment in CleanPowerSF is higher than estimated.
- The costs associated with PG&E services provided under the service agreement are paid from CleanPowerSF revenues.

Recommendations

- Amend the proposed resolution to correctly state that the service agreement end date is December 31, 2028.
- Approve the proposed resolution as amended.

MANDATE STATEMENT

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

BACKGROUND**Community Choice Aggregation**

State law allows cities and counties to develop Community Choice Aggregation (CCA) programs, through which local governments supply electricity to participating customers within their jurisdictions while the existing private utility (PG&E in San Francisco) continues to provide various services including billing, transmission, and distribution. San Francisco's CCA program ("CleanPowerSF") is in the process of phasing in service to residential customers citywide.

CleanPowerSF offers two levels of supply service: (1) Green, the default service which contains at least 40 percent renewable energy; and (2) SuperGreen, a premium option which offers 100 percent renewable energy. Residential and business customers are automatically phased into the CleanPowerSF program based on their location and are given opportunities to opt-out of participating in the program.

Approximately 116,000 customer accounts with average electricity demand of about 230 megawatts (MW) are currently enrolled in CleanPowerSF. Full-scale citywide enrollment is planned to occur by April 2019 and would involve approximately 280,000 additional customers, for a total of approximately 396,000 customer accounts with average electricity demand of approximately 350 MW. The opt-out rate is 3.2 percent.

After April 2019, the only remaining accounts to be enrolled will be the largest commercial accounts which account for approximately twelve percent of citywide electricity demand.

Previous CleanPowerSF Legislation

The Board of Supervisors has previously authorized the San Francisco Public Utilities Commission (SFPUC) to enter into long-term renewable energy supply agreements for CleanPowerSF without further Board of Supervisors approval:

- In May 2015, the Board of Supervisors authorized the SFPUC General Manager to use pro forma agreements to purchase and sell renewable electricity to operate the CleanPowerSF program (File No. 15-0408; Ordinance No. 75-15);
- In December 2015, the Board of Supervisors authorized the SFPUC General Manager to enter into agreements requiring expenditures of \$10 million or more for power and related products and services to launch the initial phases of CleanPowerSF (File No. 15-1123; Ordinance No. 223-15); and
- In January 2018, the Board of Supervisors authorized the SFPUC General Manager to enter into agreements for renewable energy with terms in excess of ten years or requiring expenditures of \$10 million or more for power and related products and

services for citywide expansion of CleanPowerSF; and authorized deviations from contract requirements in the Administrative Code and the Environment Code (File No. 17-1172; Ordinance No. 8-18).

In addition, in September 2018, the Board of Supervisors authorized the SFPUC General Manager to enter into future agreements (executed within the next five years) requiring binding arbitration for purchase of electricity, if certain conditions were met; and retroactively authorized three agreements between CleanPowerSF and Pacific Gas & Electric Company (PG&E) for purchase of electricity-related products requiring binding arbitration (File 18-0708, Ordinance No. 227-18).

Community Choice Aggregation Service Agreement with PG&E

In 2010, SFPUC entered into a Community Choice Aggregation (CCA) service agreement with PG&E for a period of two years, commencing May 27, 2010. On May 25, 2012, SFPUC executed an amendment extending the agreement until December 31, 2018, for a total term of eight years and seven months. The agreement did not specify a dollar amount. According to Mr. Christopher Whitmore, Local Policy Analyst for SFPUC, at the time of the contract execution, it was unclear whether or when the City would be commencing services to customers under CleanPowerSF. The agreement was required for the City to be certified to operate a CCA program. CleanPowerSF did not start serving customers until May 2016.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution retroactively approves a service agreement between SFPUC and PG&E for ten years from January 1, 2019 through December 31, 2028. The resolution would also authorize the SFPUC General Manager to make amendments to the agreement, as needed, that do not materially increase the obligations or liabilities of the City.

Under the service agreement, PG&E provides meter reading and billing services to CleanPowerSF customers and remits customer payments to CleanPowerSF. The service agreement requires each party to comply with the terms of the CCA tariffs,¹ and includes provisions for audits, dispute resolution, events of default, indemnity, and billing CCA customers and remitting payments to CleanPowerSF. The City retains the ability to audit PG&E's records.

Line maintenance, metering, and outage response services are not a component of this agreement. Those services are provided directly to customers by PG&E, and customers pay for those services through PG&E delivery charges on their bill.

According to Mr. Whitmore, CCA service agreements with PG&E are typically for an indefinite period of time. However, since the Charter requires the Board of Supervisors to approve contracts over ten years, the SFPUC is seeking a 10-year contract to provide stability and security to the City's CCA program.

¹ The California Public Utilities Commission sets tariffs, or a pricing schedule that utilities offer to CCA programs for various services, such as billing. A utility must have CPUC approval before changing any of the tariffs.

FISCAL IMPACT

Of the \$20,000,000 not-to-exceed amount for this agreement, CleanPowerSF estimates that it will pay PG&E \$19,033,151 for CCA services over the next ten years based on tariffs set by the California Public Utilities Commission, as shown in Table 1 below. The remaining \$966,849 represents a contingency of approximately 5 percent to cover costs if customer enrollment in CleanPowerSF is higher than estimated in Table 2 below.

Table 1: Agreement Amount

Billing administration and data transmission fees	\$18,982,926
Customer enrollment	13,425
Annual reports	36,800
Subtotal	\$19,033,151
Contingency (5%)	966,849
Total	\$20,000,000

CleanPowerSF expects charges of \$18,982,926 over ten years for PG&E billing and administration fees under the CPUC-approved CCA tariffs, as shown in Table 2 below.² Although 396,000 service accounts are eligible for CleanPowerSF, the SFPUC estimates that 385,000 initial users will be active after accounting for opt-outs (between three and four percent). The total number of customers being served by CleanPowerSF is expected to increase as construction and development introduces additional electricity accounts within CleanPowerSF’s service territory.

Table 1: Estimated Billing Administration and Data Transmission Fees

	Per Meter Fee*	Number of Meters**	Annual Cost
Year 1	\$0.35000	385,000	\$1,617,000
Year 2	\$0.36050	386,925	1,673,837
Year 3	\$0.37132	388,860	1,732,698
Year 4	\$0.38246	390,804	1,793,603
Year 5	\$0.39393	392,758	1,856,630
Year 6	\$0.40575	394,722	1,921,901
Year 7	\$0.41792	396,696	1,989,446
Year 8	\$0.43046	398,679	2,059,384
Year 9	\$0.44337	400,672	2,131,751
Year 10	\$0.45667	402,675	2,206,675
Total			\$18,982,926

*Assumes a 3.0 percent annual escalation

**Assumes a 0.5 percent annual escalation as new buildings are constructed

The costs associated with PG&E services provided under the service agreement are paid from CleanPowerSF revenues. These costs are included in the approved CleanPowerSF budget.

² For example see CPUC-approved Electric Rule 23 at: https://www.pge.com/tariffs/tm2/pdf/ELEC_RULES_23.pdf and Electric Rule E-CCA Services to Community Choice Aggregators at: https://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_E-CCA.pdf

CleanPowerSF expects to incur costs for monthly billing administration, data transmission, customer data reports, and customer enrollment. The Board of Supervisors approved the CleanPowerSF budget of \$157 million for FY2018-19 and \$212.9 million for FY 2019-20.

POLICY CONSIDERATION

Retroactive Approval

The proposed resolution would retroactively approve a service agreement from January 1, 2019 through December 31, 2028. According to Mr. Whitmore, the SFPUC initially believed that the agreement did not need Board of Supervisors approval as it was a new agreement, not an extension of the existing agreement, and the City was required to pay the CCA services charges through a separate tariff approved by the California Public Utilities Commission. After discussion with the City Attorney's Office, SFPUC determined that the agreement is subject to Board approval due to the anticipated costs to be incurred under the CPUC tariff exceeding \$10 million. Additionally, the new agreement extends the terms and conditions of the previous agreement which was entered in 2010 so that the total term would exceed ten years. This determination was made at a point in time that did not provide SFPUC with sufficient time to have the Board approve the agreement before the end of the year.

RECOMMENDATIONS

1. Amend the proposed resolution to correctly state that the service agreement end date is December 31, 2028.
2. Approve the proposed resolution as amended.

COMMUNITY CHOICE AGGREGATOR (CCA) SERVICE AGREEMENT

This Community Choice Aggregator (CCA) Service Agreement ("Agreement") is made and entered into as of this ____ of _____, 20____, by and between the City and County of San Francisco, a municipal corporation organized and existing under the laws of the state of California ("CCA"), and Pacific Gas and Electric Company ("PG&E"), a corporation organized and existing under the laws of the state of California. From time to time, CCA and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: General Description of Agreement

- 1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which CCA shall offer electrical energy services. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in PG&E's applicable rules or in the relevant community choice aggregation tariff.
- 1.2 The form of this Agreement has been developed as part of the CPUC regulatory process to implement Assembly Bill 117, was intended to conform to CPUC directions, was approved by the CPUC for use between PG&E and CCAs and may only be waived, altered, amended or modified as provided herein or in the applicable community choice aggregation tariff, or as may otherwise be authorized by the CPUC.
- 1.3 This Agreement incorporates by reference the applicable community choice aggregation tariff, PG&E Electric Rule 23 and PG&E Electric Schedule E-CCA, as authorized and modified from time to time by the CPUC.
- 1.4 This Agreement is entered into by PG&E under the requirements of the Community Choice Aggregation laws and implementing tariffs, and changes to the previously approved form of Service Agreement are pursuant to the direction of the CPUC.

Section 2: Representations

- 2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.

- 2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4 Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Section 3: Term of Service

The term of this Agreement shall commence on the date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date CCA informs PG&E that it is no longer operating as a CCA in PG&E's service territory; (b) the earlier termination pursuant to Section 4 hereof; (c) the effective date of a new CCA Service Agreement between the Parties hereto; or (d) ten (10) years after the Effective Date. Unless the CCA has ceased operating as a result of events (a) or (b) above, the Parties agree to negotiate in good faith a new CCA Service Agreement that would become effective on or before the date that is ten (10) years after the Effective Date.

Notwithstanding the Effective Date of this Agreement, the CCA acknowledges that it may only offer Community Choice Aggregation Services to customers after it has complied with applicable laws and tariffs governing the commencement of service to customers.

Section 4: Events of Default and Remedy for Default

- 4.1 An Event of Default under this Agreement shall include either Party's material breach of any provision of this Agreement, including those incorporated by reference herein, and failure to cure such breach within thirty (30) calendar days after receipt of written notice thereof from the non-defaulting Party; or such other period as may be provided by this Agreement or PG&E's applicable community choice aggregation tariff, PG&E Electric Rule 23 and PG&E Electric Schedule E-CCA.
- 4.2 In the event of such an Event of Default, the non-defaulting Party shall be entitled to exercise any and all remedies (a) available under PG&E's applicable community choice aggregation tariff, PG&E Electric Rule 23; and/or (b) provided for by law or in equity to

the extent not inconsistent with PG&E's community choice aggregation tariff and Section 15 below. In addition, in the event of an Event of Default, this Agreement may be effectively terminated only upon Commission authorization. Notwithstanding any other provision of this Agreement, this Agreement may not be terminated for an Event of Default or breach of any Party's obligations under this Agreement or applicable tariffs without Commission authorization.

Section 5: Billing and Payment

- 5.1 PG&E will bill and the CCA agrees to pay PG&E for all services and products provided by PG&E in accordance with the terms and conditions set forth in PG&E's community choice aggregation tariff, as stated in PG&E's Electric Rule 23 and PG&E's Electric Schedule E-CCA. PG&E shall prepare and submit detailed bills for such services and products to CCA. CCA payment of such bills are due upon presentation, and shall be considered late 30 calendar days after CCA's receipt of the bill. Any services provided by the CCA to PG& E shall be by separate agreement between the Parties and are not a subject of this Agreement.
- 5.2 PG&E will pay CCA amounts collected from CCA customers in accordance with the rules and schedule in Electric Rule 23. Rule 23.P.1.c.(3)(c) currently provides that if billing charges have not been received from the CCA by the day following PG&E's actual meter read date, PG&E may render the bill for PG&E charges only, without CCA charges. Notwithstanding this provision, for the first two years after the effective date of this agreement, PG&E will allow CCA to provide billing charges to PG&E within three business days following the date PG&E provides meter read or estimated data to CCA and will not render bills to CCA customers without CCA charges unless CCA has failed to provide billing charges within that three business day period.
- 5.3 Rule 23.Q.3 currently provides that PG&E shall remit payments to the CCA for amounts paid by the CCA customer for payment of CCA charges and that payments are due on or before the later of seventeen calendar days after the bill was rendered to the customers, or the next business day after the payment is received from the customer. PG&E agrees that its payment to the CCA will be due on the next business day after the payment is received from the customer. Payments by PG&E will be deemed late on the day following the due date specified above. If PG&E is late making payments, PG&E will pay interest on these amounts, calculated on a daily basis, and compounded at the end of each calendar month, from the date it is late to the date it provides payment to the CCA. The interest rate applicable in each calendar month may vary and shall be equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California.

- 5.4 If CCA is late making payments under section 5.1 above, it shall owe interest calculated in the same manner as the interest rate provided for in section 5.3 above.
- 5.5 The Parties agree that their only rights to offset amounts due under this Agreement and under the CCA tariff are those rights (a) provided for in Rule 23, parts S.7 and T.2; (b) provided for in any express agreements between the parties regarding bond/re-entry fee obligations, and (c) any rights otherwise expressly permitted by the CPUC in an order issued after the execution of this Agreement. The Parties also agree that they shall have no right to offset amounts due under other non-CCA contracts and tariffs from the amounts due under this Agreement and the CCA tariff.

Section 6: Limitation of Liability

Each Party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage incurred, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 7 of this Agreement or by the indemnification provisions in any Nondisclosure Agreement relating to the disclosure of confidential information to the CCA, in which event this Section 6 shall not be applicable. Notwithstanding this provision, CCA can request penalties from PG&E at the CPUC for alleged willful violations of this Agreement, which claim shall be considered and evaluated under the Commission's rule and authorities. This Section 6 shall not apply to any claims or actions that a party would be able to bring in the absence of this Agreement.

Section 7: Indemnification

- 7.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 6 of this Agreement, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party"), and at the Indemnified Party's option, the Indemnifying Party shall defend the Indemnified Party, from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement, except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.

- 7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.
- 7.3 The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 8: Assignment and Delegation

- 8.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.
- 8.2 Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

Section 9: Independent Contractors

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

Section 10: Entire Agreement

This Agreement consists of, in its entirety, this Community Choice Aggregator Service Agreement and all attachments hereto, all Community Choice Aggregation Service Requests submitted pursuant to this Agreement and PG&E's community choice aggregation tariffs, PG&E Electric Rule 23 and PG&E Electric Schedule E-CCA. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof, with the express exception of any Nondisclosure Agreement relating to the disclosure of confidential information to the CCA. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

Section 11: Nondisclosure

11.1 Notwithstanding anything provided below, prior to receiving any PG&E confidential customer information, CCA agrees to enter into the CCA Non-Disclosure Agreement and be bound by its terms with respect to Confidential Information as defined therein.

Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure. If a request for Confidential Information supplied by PG&E is made of CCA under applicable public records laws, including without limitation the City and County of San Francisco Sunshine Ordinance and the California Public Records Act and CCA believes that it is obligated to disclose Confidential Information in response to such request, CCA shall provide PG&E with prompt notice of such request so that PG&E may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. However, a disclosure that is required by law shall not constitute a breach of this Agreement.

Section 12: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 13: Notices

13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U. S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to CCA:

Name of Entity: Clean Power SF c/o San Francisco Public Utilities Commission
Contact Name: Michael Hyams, Director, CleanPowerSF
Business Address: 525 Golden Gate Avenue, 7th Floor San Francisco, CA 94102
Facsimile: (415) 554-1854

If the notice is to PG&E:

Contact Name:

Business Address:

Facsimile:

- 13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.
- 13.3 Each Party shall designate on Attachment A the person(s) to be contacted with respect to specific operational matters relating to Community Choice Aggregation service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

Section 14: Time of Essence

The Parties expressly agree that time is of the essence for all portions of this Agreement.

Section 15: Dispute Resolution

- 15.1 The form of this Agreement has been filed with and approved by the CPUC as part of PG&E's applicable tariffs. Except as provided in Section 15.2 and 15.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of PG&E's obligations hereunder, including any alleged material breach that has not ripened into an Event of Default under Section 4 of this Agreement, shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the Parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending such resolution, the Parties shall continue to proceed diligently with the performance of their respective obligations under this Agreement, unless this Agreement has been terminated under Section 4.2.
- 15.2 If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes, or the parties may mutually agree to pursue mediation or binding arbitration to resolve such issues. Notwithstanding the foregoing, in Exigent Circumstances (i.e., a failure by a Party to

perform its obligations hereunder that poses a substantial threat of irreparable economic or other harm to CCA, PG&E, or electric customers), either Party may seek an emergency order from the Commission in accordance with the CPUC's applicable rules, regulations and procedures. PG&E (without conceding that an Assigned Commissioner or an Administrative Law Judge have the authority to do so) and CCA agree to comply with an interim order of an Assigned Commissioner (or of an Administrative Law Judge, in consultation with the Assigned Commissioner) assigned by the Commission to handle such a claim for emergency relief, but each retains all authority to challenge any such order. CCA shall also comply with the requirements of Rule 23.T.3 regarding proceeding before the CPUC in exigent circumstances.

- 15.3 If the dispute involves a request for damages arising out of an Event of Default or other breach as determined by the Commission, parties understand that the Commission has no authority to award damages. To determine the amount of such damages, the parties may agree to pursue mediation or binding arbitration, or either of them may bring an action in a court of competent jurisdiction. Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Commission shall have the sole jurisdiction to adjudicate any claims (other than the amount of damages) in connection with this Agreement.
- 15.4 This Section 15 shall not apply to any claims or actions that a party would be able to bring in the absence of this Agreement.

Section 16: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

Section 17: Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to

overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and PG&E's applicable tariffs despite occurrence of a force majeure event.

Section 18: Unauthorized Use of Energy (Energy Theft)

- 18.1 The CCA represents and warrants that for each of its Customers, and at all times during which it provides community choice aggregation services as a Community Choice Aggregator, the CCA shall completely, accurately, and in a timely manner account for each of its Customer's loads by providing PG&E a copy of its monthly load data provided to the CAISO and working with PG&E to resolve any discrepancies. Load data not accounted for in this manner may provide grounds for termination of this Agreement. For verification purposes only, PG&E shall have complete access to the load data provided to the CAISO by the CCA. Such information is to remain confidential, and shall not be disclosed to any unauthorized person other than the CPUC, the California Independent System Operator or other law enforcement or regulatory authority.
- 18.2 PG&E shall notify the CCA immediately and the CCA shall notify PG&E immediately of any suspected unauthorized energy use. The Parties agree to preserve any evidence of unauthorized energy use. Once unauthorized energy use is suspected, PG&E, in its sole discretion, may take any or all of the actions permitted under PG&E's applicable tariffs.

Section 19: Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Section 20: Conflicts Between this Agreement and PG&E's Community Choice Aggregation Tariff

Should a conflict exist or develop between the provisions of this Agreement and PG&E's community choice aggregation tariff, PG&E Electric Rule 23 and PG&E Electric Schedule E-CCA, as approved by the CPUC, the provisions of PG&E's community choice aggregation tariff shall prevail.

Section 21: Amendments or Modifications

- 21.1 Except as provided in Section 21.2, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.
- 21.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, CCA may elect to terminate this Agreement upon written notice to PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application or other appropriate document for a change in PG&E's rates, charges, classification, service or rules, or any agreement relating thereto.

Section 22: Audits

- 22.1 PG&E shall retain such specific records as may be required to support the accuracy of: (a) meter data provided in PG&E's consolidated billings; (b) remittances of CCA customer payments to CCA; (c) opt-out requests processed by PG&E and (d) charges for services provided by PG&E (collectively "Audit Matters"). When the CCA reasonably believes that errors related to Audit Matters may have occurred, the CCA may request the production of such documents as may be required to verify the accuracy of such Audit Matters. Such documents shall be provided within ten (10) business days of such request. In the event the CCA, upon review of such documents, continues to believe that PG&E's duty with respect to any Audit Matter has been breached, the CCA may direct that an audit be conducted. The CCA shall designate their own employee representative or their contracted representative to audit PG&E's records.
- 22.2 If CCA undertakes to directly receive customer opt outs, CCA shall retain such specific records as may be required to support the accuracy of opt-out requests processed by CCA. When PG&E reasonably believes that errors related to such matters may have occurred, PG&E may request the production of such documents as may be required to verify the accuracy of such matters. Such documents shall be provided within ten (10) business days of such request. In the event that PG&E, upon review of such documents, continues to believe that CCA's duty with respect to any such matter has been breached, PG&E may direct that an audit be conducted. PG&E shall designate their own employee representative or their contracted representative to audit CCA's records.

- 22.3 Any such audit shall be undertaken by the Party, or their contracted representative at reasonable times without interference with the other Party's business operations, and in compliance with that Party's otherwise applicable security procedures. PG&E and the CCA agree to cooperate fully with any such audit.
- 22.4 Specific records to support the accuracy of meter data provided in the consolidated billings may require examination of billing and metering support documentation maintained by subcontractors. Consistent with Section 8.2 of this Agreement. PG&E shall include a similar clause in its agreements with subcontractors requiring subcontractors to comply with the requirements of Section 22 of this Agreement.
- 22.5 The CCA will notify PG&E in writing of any exception taken as a result of an audit. PG&E shall refund the amount of any undisputed exception to the CCA within ten (10) days. If PG&E fails to make such payment, PG&E agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date PG&E reimburses the CCA for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then PG&E shall reimburse the CCA for the cost of the audit.
- 22.6 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period, except that PG&E need only retain recordings of customer calls to its call center in accordance with its generally applicable retention period for such calls, provided that such retention period is no less than six (6) months from the date of the call.

Section 23: Miscellaneous

- 23.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.
- 23.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization other than a Party or a successor or assignee of a Party to this Agreement.

- 23.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 23.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.
- 23.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 6 and 7 hereof.
- 23.6 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.
- 23.7 During the period between the initial customer notification of a particular phase of service offered by CCA (per Rule 23.H and I), and the Mass Enrollment date for that phase (per rule 23.J), if CCA provides a list to PG&E of the customers in that phase on or before the date of the first notice, PG&E will provide a weekly report of the names, billing addresses and associated load amounts for each of the customers in that phase which opted out that week. However, if CCA undertakes to receive opt outs directly, PG&E shall not be required to provide such weekly reports. CCA shall pay for the actual costs of the work needed to generate these reports not to exceed two hours of account assistance per report under Section 9.d of PG&E Tariff E-CCA.
- 23.8 This Agreement contains material changes from the form of Service Agreement (Form 79-1029) previously approved by the CPUC. The changes to sections 11.2, 22.1(c) and 22.2 (with respect to release of the identity of customers who have opted out prior to mass enrollment) and 23.8 in this Agreement shall not go into effect until such time as PG&E receives CPUC approval and authorization of these specific changes. The Parties agree to use their best efforts to obtain such CPUC approval and authorization expeditiously.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

On Behalf of CCA

On Behalf of PG&E

Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities
Commission

Date: _____

Date: _____

Approved as to form:

Deputy City Attorney
City and County of San Francisco

ATTACHMENT A

A. Definitions:

Billing Services - The consolidated billing services described in PG&E's community choice aggregation tariff which are provided by PG&E.

Community Choice Aggregation Customer - An end-use customer located within PG&E's service territory who purchases Community Choice Aggregation Services through the CCA.

Community Choice Aggregator (CCA) - An entity that provides electric supply services to Community Choice Aggregation customers within PG&E's service territory. A CCA may also provide certain energy efficiency and conservation programs to its Community Choice Aggregation customers as provided for under PG&E's tariffs.

CCA Charges - Charges for Community Choice Aggregation Services provided by the CCA.

PG&E Charges - Charges (a) for services provided by PG&E; or (b) which are energy-related and which are approved by the CPUC or the Federal Energy Regulatory Commission (including any nonbypassable charges (such as Competition Transition Charges, Cost Responsibility Surcharges, and any other nonbypassable charges adopted by a regulatory body) or Fixed Transition Amount Charges owing to PG&E or its affiliates, as those terms are defined under the California Public Utilities Code). Fixed Transition Amount Charges are also referred to as Trust Transfer Amount (TTA) Charges.

B. Contact Persons (Section 13.3):

Billing Services

PG&E Contact: _____

CCA Contact: Michael Hyams, Director, CleanPowerSF

C. Parties' Representatives (Section 15.1):

PG&E Representative:

Contact Name _____

Business Address _____

CCA Representative:

Contact Name Michael Hyams, Director, CleanPowerSF

Business Address: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102



**San Francisco
Water Power Sewer**
Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

TO: Angela Calvillo, Clerk of the Board
FROM: Christopher Whitmore, Policy and Government Affairs
DATE: November 30, 2018
SUBJECT: Resolution approving a contract with Pacific Gas and Electric Company for services to CleanPowerSF in an amount not to exceed \$20,000,000 for a contract term of ten years, from January 2019 through December 2029.

BY _____ AK
2018 NOV 30 AM 11:46
BOARD OF SUPERVISORS
SAN FRANCISCO

Attached please find a resolution approving a contract with Pacific Gas and Electric Company for services to CleanPowerSF in an amount not to exceed \$20,000,000 for a contract term of ten years, from January 2019 through December 2029.

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Resolution
2. SFPUC Resolution 18-0186
3. PG&E – CPSF Draft Service Agreement

Please contact Christopher Whitmore at 415-934-3906 if you need any additional information on these items.

- London N. Breed**
Mayor
- Vince Courtney**
President
- Ann Moller Caen**
Vice President
- Francesca Vietor**
Commissioner
- Anson Moran**
Commissioner
- Ike Kwon**
Commissioner
- Harlan L. Kelly, Jr.**
General Manager

OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 18-0186

WHEREAS, The San Francisco Board of Supervisors established a CCA program in 2004 (Ordinance 86-04) and has implemented the program, called CleanPowerSF, through the work of the SFPUC in consultation with the San Francisco Local Agency Formation Commission (Ordinances 146-07, 147-07, and 232-09); and

WHEREAS, In order to serve customers, CleanPowerSF must enter a Service Agreement with PG&E to obtain meter reading and billing services and provide for PG&E to remit customer payments to CleanPowerSF; and

WHEREAS, A Service Agreement is a contract governing the business relationship (including billing and payment terms, default and dispute resolution, limits to liability, indemnity, and audits) between a Community Choice Aggregator and the local Investor Owned Utility (in this case, PG&E); and

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) executed a Service Agreement with PG&E on May 27, 2010 with a term of two years; and

WHEREAS, On May 25, 2012, the SFPUC executed an amendment extending the agreement until December 31, 2018; and

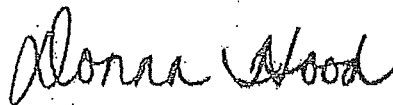
WHEREAS, The existing CCA Service Agreement has allowed the City and PG&E, pursuant to CPUC-approved tariffs, to conduct the business necessary to provide CCA service to San Francisco; and

WHEREAS, the proposed Service Agreement would continue PG&E's services to the CCA program for a term of 10 years, until December 31, 2018

WHEREAS, There are no costs under this agreement, other than those already required by the CCA tariff, estimated by CleanPowerSF to be between \$1.5 and 2 million per year; therefore, be it

RESOLVED, that this Commission hereby authorizes the General Manager of the Public Utilities Commission to negotiate and execute a Service Agreement with PG&E no later than January 1, 2019, and to submit the agreement to the Board of Supervisors for its approval under Charter Section 9.118(b).

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of November 13, 2018.



Secretary, Public Utilities Commission

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Pacific Gas & Electric Company	
<p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> <p><i>Board of Directors – Lewis Chew, Fred J. Fowler, Roger H. Kimmel, Richard C. Kelly, Richard A. Meserve, Forest E. Miller, Benito Minicucci, Eric D. Mullins, Rosendo G. Parra, Barbara L. Rambo, Anne Shen Smith, and Geisha J. Williams</i></p> <p><i>Chief Executive Officer: Geisha Williams</i> <i>Chief Financial Officer and Controller, Vice President: David S. Thomason</i> <i>Chief Customer Officer: Laurie M. Giammona</i></p>	
Contractor address: 77 Beale Street, San Francisco, CA 94105	
Date that contract was approved:	Amount of contract: Not-to-Exceed \$20,000,000
Describe the nature of the contract that was approved: The Community Choice Aggregator Service Agreement is a contract which governs the business relationship between PG&E and CleanPowerSF.	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Relocation Appeals Board, and Local Workforce Investment Board) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

_____ Signature of City Elective Officer (if submitted by City elective officer)	_____ Date Signed
_____ Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)	_____ Date Signed

