

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

Agreement between the City and County of San Francisco and

SAN FRANCISCO PUBLIC HEALTH FOUNDATION

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This Agreement is made this **1st day of July, 2021**, in the City and County of San Francisco (“City”), State of California, by and between **San Francisco Public Health Foundation** (“Contractor”) and City.

Recitals

WHEREAS, the **Department of Public Health** (“Department”) wishes to secure Program Administration and Support Services for the Population Health Division, Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 Request for Qualification (“RFQ”) 3-2020 issued on January 15, 2020, and a subsequent mini-Request for Proposals (“RFP”), issued on February 24, 2021, in which the City selected Contractor as the highest ranked responsive responsible proposer; and

WHEREAS, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number 2000-07/08 on July 19, 2021; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

1.3 **“City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 **“CMD”** means the Contract Monitoring Division of the City.

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

1.6 **“Contractor” or “Consultant”** means **San Francisco Public Health Foundation, 1 Hallidie Plaza, Suite 808, San Francisco, CA 94102.**

1.7 **“Deliverables”** means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

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

1.9 **“Party” and “Parties”** means the City and Contractor either collectively or individually.

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

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein.

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

Option 1: 07/01/2024 – 06/30/2025

Option 2: 07/01/2025 – 06/30/2026

Option 3: 07/01/2026 – 06/30/2027

Option 4: 07/01/2027 – 06/30/2028

Option 5: 07/01/2028 – 06/30/2029

Article 3 Financial Matters

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

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

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

3.3 Compensation.

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Five Hundred Seventy-Two Thousand Three Hundred Twenty Three DOLLARS (\$9,572,323)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Payment Terms. Payment Due Date: Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

3.3.6 Reserved. (LBE Payment and Utilization Tracking System).

3.3.7 Getting paid by the City for Goods and/or Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.8 Grant Funded Contracts.

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

(b) **Reserved. (Grant Terms).**

3.4 Audit and Inspection of Records.

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

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

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

components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

3.4.4 Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

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

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

3.7 **Contract Amendments; Budgeting Revisions.**

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

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

3.7.3 **City Program Scope Reduction.** In order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a

Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

Article 4 Services and Resources

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

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

4.3 Subcontracting.

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

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

- a. Subcontractors named in Appendices B

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

4.4.1 Independent Contractor. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor

performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

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

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

4.7 Contractor Vaccination Policy.

(i) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended

from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> .

(ii) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(iii) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

1. Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy, found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

2. If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> \ (navigate to “Exemptions” to download the form).

Article 5 Insurance and Indemnity

5.1 Insurance.

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

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Reserved. (Professional Liability Coverage).

(e) Reserved. (Technology Errors and Omissions Coverage).

(f) Cyber and Privacy Insurance with limits of not less than \$5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Reserved. (Pollution Liability Insurance).

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement).

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: insurance-contractsrms410@sfdph.org.

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date.

If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

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

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or

arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, under San Francisco Administrative Code Section 21.33, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Under San Francisco Administrative Code Section 10.27, City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.8(a)	Grant Funded Contracts – Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
		Appendix E	Business Associate Agreement

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and

elsewhere in the Agreement (“Mandatory City Requirements”) are available at <http://www.amlegal.com/codes>.

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

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

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

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

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

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

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty

provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

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

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

contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Slavery Era Disclosure. Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

10.13 Reserved. (Working with Minors).

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

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

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

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

10.17 Distribution of Beverages and Water.

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

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

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

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

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 402 San Francisco, CA 94102	e-mail: anna.c.gutierrez@sfdph.org
And:	Paula Jones San Francisco Covid-19 Activation: Co-Lead, Neighborhood Vaccine Team 25 Van Ness San Francisco, CA 94102	e-mail: paula.jones@sfdph.org
To CONTRACTOR:	San Francisco Public Health Foundation 1 Hallidie Plaza, Ste 808 San Francisco, CA 94102	e-mail: peardley@sphf.org

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

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

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

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

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

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor’s claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the

action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

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

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

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

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

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

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

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the Sole Source, and Contractor's proposal dated July 1, 2021. The Sole Source and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the Sole Source and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor,

Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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

Article 12 Department Specific Terms

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

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

12.3 Certification Regarding Lobbying.

12.3.1 Contractor certifies to the best of its knowledge and belief that: No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

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

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

12.3.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

12.5 Emergency Response. Contractor will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The Plan should include site specific plans to respond at the time of an emergency (emergency response plans) and plans to continue essential services after a disaster (continuity of operations plans). The agency-wide plan should address disaster coordination between and among service sites. Contractor will update the Agency/site(s) plan as needed and Contractor will train all employees regarding the provisions of the plan for their Agency/site(s). Contractor will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan and a continuity of operations plan for each of its service sites. Contractor is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

13.3 Business Associate Agreement. The parties acknowledge that City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
2. **NOT do any of the activities listed above in subsection 1;**
- Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

13.4 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

13.5 Management of City Data and Confidential Information.

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

13.5.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

Article 14 MacBride And Signature

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

Article 15 Official Actions Relating to the Emergency; FEMA Assistance.

15.1 Orders of Local, State or Federal Officials. City and Contractor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. City and Contractor mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order ("Official Actions"), as they may be revised and updated. If the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern. Contractor shall stay updated on the status of the City Health Officer orders by checking the Department of Public Health website (sfdph.org) regularly.

15.2 FEMA Assistance. This is an acknowledgement that FEMA financial assistance will be requested by City and if provided will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the FEMA Contract Requirements attached hereto as Appendix D and incorporated herein by reference.

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

CITY

CONTRACTOR

Recommended by:

**SAN FRANCISCO PUBLIC HEALTH
FOUNDATION**

DocuSigned by:

Greg Wagner

3/16/2022 | 7:39:37

Grant Colfax, MD
Director of Health
Department of Public Health

DocuSigned by:

Penny Eardley

3/9/2022 | 4:58:14 MST

Benny Eardley
Executive Director
1 Hallidie Plaza, Suite 808
San Francisco, CA 94102

Supplier ID: 0000011526

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:

Louise Simpson

3/14/2022 | 3:33:05 PDT

Deputy City Attorney

Approved:

DocuSigned by:

Taraneh Moayed

3/17/2022 | 8:42:04 PDT

Safra Kurella
Director of the Office of Contract Administration
and Purchaser

By: Taraneh Moayed

Appendices

A: Scope of Services
B: Calculation of Charges
C: Reserved (Insurance Waiver)
D: FEMA Contract Requirements
E: HIPAA Business Associate Agreement

F: Invoice
G: Dispute Resolution
H: Reserved (COVID Proclamation)
I: Reserved (COVID Invoice(s))
J: Reserved (Additional Terms or Grant Terms)
K: Data Access or Sharing Terms

Appendix A
Eligible Expenses - Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.

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

The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

G. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

H. Acknowledgment of Funding:

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

- Appendix A-1 Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (General Fund)
- Appendix A-2 Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (Sugary Drinks Distributor Tax)
- Appendix A-3 Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (Addback)
- Appendix A-4 Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (Dream Keepers Initiative)
- Appendix A-5 Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (CDC CHW Grant 93.495)
- Appendix A-6 Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (CDC-RFA-DP21-2111)

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

CONTRACT SUMMARY

Contractor/Vendor:	San Francisco Public Health Foundation																														
Total Contract Amount:	\$8,546,717																														
Funding Source:	General Fund, Addback Funds, Dream Keepers Initiative, SDDT, CDC CHW Grant 93.495, CDC RFA DP21 - 2111																														
Program Name:	Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans																														
System of Care:	CHEP																														
Program Code:	N/A																														
Provider Address:	1 Hallidie Plaza, Suite 808																														
Provider Phone:	415-504-6738 ext.101																														
Contact Person:	Penny Eardley																														
RFQ# and issue date:	RFQ 3-2020 issued on January 15, 2020																														
Target Population:	Services will be provided to all ethnicities and population, with focused expertise to meet the unique needs of populations that are particularly impacted by health disparities and adverse effects, along with food insecurity: Black, African American, Asian(including Chinese), Pacific Islander, Latinx, Youth and transitional-age youth, Seniors, Low-income populations, Individuals experiencing health disparities, Others as identified																														
Description of Services:	The San Francisco Public Health Foundation will provide Program Management, Capacity Building and Subcontractor Management with the goals to improve food security and healthy eating for vulnerable San Franciscans. An additional goal of this contract is to ensure that patients in the SF Health Network are food secure.																														
Appendix A#:	A-1																														
Funding Source	General Fund																														
Appendix B:	<table border="1"> <tr><th>B-1</th><th>B-1a</th><th>B-1b</th></tr> <tr><td>FY21-22</td><td>FY22-23</td><td>FY23-24</td></tr> <tr><td>\$475,000</td><td>\$475,000</td><td>\$475,000</td></tr> <tr><td>07/01/2021-06/30/2022</td><td>07/01/2022-06/30/2023</td><td>07/01/2023-06/30/2024</td></tr> <tr><td>39</td><td>24</td><td>24</td></tr> <tr><td>N/A</td><td>N/A</td><td>N/A</td></tr> <tr><td>1 Consultant x 1 Month</td><td>1 Consultant x 1 Month</td><td>1 Consultant x 1 Month</td></tr> </table>	B-1	B-1a	B-1b	FY21-22	FY22-23	FY23-24	\$475,000	\$475,000	\$475,000	07/01/2021-06/30/2022	07/01/2022-06/30/2023	07/01/2023-06/30/2024	39	24	24	N/A	N/A	N/A	1 Consultant x 1 Month	1 Consultant x 1 Month	1 Consultant x 1 Month									
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Appendix A#:	A-2																														
Funding Source	SDDT																														
Appendix B:	<table border="1"> <tr><th>B-2</th><th>B-2a</th><th>B-2b</th><th>B-2c</th></tr> <tr><td>FY21-22</td><td>FY21-22</td><td>FY22-23</td><td>FY23-24</td></tr> <tr><td>\$1,825,317</td><td>\$700,000</td><td>\$1,000,000</td><td>\$1,000,000</td></tr> <tr><td>07/01/2021-06/30/2022</td><td>07/01/2021-06/30/2022</td><td>07/01/2022-06/30/2023</td><td>07/01/2023-06/30/2024</td></tr> <tr><td>24</td><td>96</td><td>24</td><td>24</td></tr> <tr><td>N/A</td><td>N/A</td><td>N/A</td><td>N/A</td></tr> <tr><td>1 Consultant x 1 Month</td><td>1 Consultant x 1 Month</td><td>1 Consultant x 1 Month</td><td>1 Consultant x 1 Month</td></tr> </table>	B-2	B-2a	B-2b	B-2c	FY21-22	FY21-22	FY22-23	FY23-24	\$1,825,317	\$700,000	\$1,000,000	\$1,000,000	07/01/2021-06/30/2022	07/01/2021-06/30/2022	07/01/2022-06/30/2023	07/01/2023-06/30/2024	24	96	24	24	N/A	N/A	N/A	N/A	1 Consultant x 1 Month	1 Consultant x 1 Month	1 Consultant x 1 Month	1 Consultant x 1 Month		
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Appendix A# :	A-3																														
Funding Source	Addback Funds																														
Appendix B:	<table border="1"> <tr><th>B-3</th></tr> <tr><td>FY21-22</td></tr> <tr><td>\$191,000</td></tr> <tr><td>07/01/2021-06/30/2022</td></tr> <tr><td>12</td></tr> <tr><td>N/A</td></tr> <tr><td>1 Consultant x 1 Month</td></tr> </table>	B-3	FY21-22	\$191,000	07/01/2021-06/30/2022	12	N/A	1 Consultant x 1 Month																							
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Appendix A# :	A-4																														
Funding Source	Dream Keepers Initiative																														
Appendix B:	<table border="1"> <tr><th>B-4</th></tr> <tr><td>FY21-22</td></tr> <tr><td>\$1,500,000</td></tr> <tr><td>07/01/2021-06/30/2022</td></tr> <tr><td>42</td></tr> <tr><td>N/A</td></tr> <tr><td>1 Consultant x 1 Month</td></tr> </table>	B-4	FY21-22	\$1,500,000	07/01/2021-06/30/2022	42	N/A	1 Consultant x 1 Month																							
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Funding Source	CDC CHW Grant 93.495																														
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Appendix A# :	A-6																														
Funding Source	CDC-RFA-DP21-2111																														
Appendix B:	<table border="1"> <tr><th>B-6</th></tr> <tr><td>FY21-22</td></tr> <tr><td>\$125,000</td></tr> <tr><td>08/01/2021-07/31/2022</td></tr> <tr><td>11</td></tr> <tr><td>N/A</td></tr> <tr><td>1 Consultant x 1 Month</td></tr> </table>	B-6	FY21-22	\$125,000	08/01/2021-07/31/2022	11	N/A	1 Consultant x 1 Month																							
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1 Consultant x 1 Month																															
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Funding Amount:																															
Funding Term:																															
Number of UOS:																															
Number of UDC/NOC:																															
Definition of UOS:																															

San Francisco Public Health Foundation
Food System Program - SFPDPH/PHD Office of
Equity and Quality Improvement
Contract Term 07/01/2021-07/31/2024

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General Fund

SFPDPH Contract Narrative: San Francisco Public Health Foundation

1. Program Name: *Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans*

Population Health Division

Program Address c/o Paula Jones - 25 Van Ness, 8th Floor

City, State, Zip Code San Francisco, CA 94102

Telephone (628)206-7689

Contractor Name: San Francisco Public Health Foundation (SFPHF)

1 Hallidie Plaza, Suite 808, San Francisco, CA 94102

415-504-6738 Fax: 415-520-0471

www.sfphf.org

Executive Director/Program Director: Penny Eardley

Telephone: 415-504-6738 ext. 101

Email Address: peardley@sfphf.org

2. Nature of Document *(select one)*

New **Renewal** **Modification/Amendment**

3. Goal Statement

The San Francisco Department of Public Health, Population Health Division’s Food System Program focuses on improving health equity and health outcomes through ensuring access to healthy food for vulnerable San Franciscans. The goals of this contract are to improve food security and healthy eating for vulnerable San Franciscans. An additional goal of this contract is to ensure that patients in the SF Health Network are food secure.

4. Target Population

Services will be provided to all ethnicities and population, with focused expertise to meet the unique needs of populations that are particularly impacted by health disparities and adverse effects, along with food insecurity:

- Black, African American
- Asian, including Chinese
- Pacific Islander
- Latinx
- Youth and transitional-age youth
- Seniors

San Francisco Public Health Foundation
 Food System Program - SFPDF/PHD Office of
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- Low-income populations
- Individuals experiencing health disparities
- Others as identified

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

Units of Service (UOS) Description FY 07/01/2021-06/30/2022 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Consultants TBD: 1 consultant x 12 months; 3 consultants x 9 Months	39	NA	
Total UOS	39		

Units of Service (UOS) Description FY 07/01/2022-06/30/2023 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Consultants TBD: 2 consultant x 12 months	24	NA	
Total UOS	24		

Units of Service (UOS) Description FY 07/01/2023-06/30/2024 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Consultants TBD: 2 consultant x 12 months	24	NA	
Total UOS	24		

6. Methodology

A. Program Administration Methodology:

SFPHF does not provide direct client services through this contract, however the subcontractors in this contract may provide direct client services. SFPHF is solely responsible for managing its subcontractors. To the extent that DPH provides objectives, direction, and input regarding the work to be provided under this Agreement, SFPHF shall determine how such objectives, direction, and input are addressed and is solely responsible for how such a result is obtained. SFPHF retains all authority over the conduct of its subcontractors.

For all subcontracts, SFPHF oversees project implementation and ensures the projects complies with DPH standards and protocols as well as all city contract requirements. SFPHF provides all fiscal management of contracted funds – including audits, invoicing, purchasing, and budget reconciliation; and oversees and ensures payroll meets standard accounting practices. SFPHF provides program administration support services and funding distribution, manages/monitors performance and accountability of subcontractors and project funds, issues payments on a cost reimbursement basis,

San Francisco Public Health Foundation
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monitors budgets, maintains records, produces financial reports as requested, and undergoes an annual audit.

Below are the Program Administration Support Services that SFPHF will provide for Food Security:

Subcontract Management of Subcontractors includes the following services:

1. Manage subcontract agreements while adhering to applicable and related City and County policy and procedures, including but not limited to:
 - a. Ensure all subcontractors are fiscally responsible and have “Generally Accepted Accounting Principles (GAAP)” in place.
 - b. Ensure that all subcontractors carry insurance in the amounts and coverages outlined in Article 5
 - c. Ensure that all subcontractors carry cyber security insurance as required by the City and County, and ensure privacy and confidentiality procedures are complied with, including any applicable trainings.
 - d. Ensure that subcontractors comply with sections of Article 10 "Additional Requirements Incorporated by Reference"
2. Demonstrate responsibility to act as primary liaison in collaborative agreements

Program Administration of Subcontractors includes the following services:

1. Manage and disburse funds as directed by the Department as it applies to the Food Security.
2. Ensure that agency be fiscally responsible and have “Generally Accepted Accounting Principles (GAAP)” in place.
3. Use Generally Accepted Accounting Principles (GAAP) and SFPHF’s own Accounting Policies and Procedures to:
 - a. Protect the assets of the organization and of the contract;
 - b. Ensure the maintenance of accurate records of SFPHF’s financial activities;
 - c. Provide a framework for SFPHF’s financial decision making;
 - d. Establish and enforce operating standards and behavioral expectations;
 - e. Serve as a training resource for financial staff; and
 - f. Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements

Capacity/Building Program Support includes the following services:

1. Ensure the following for all program administration services:
 - a. quality of services provided;
 - b. quality employment management principles and practices;
 - c. prompt and adequate reporting and invoicing with the Department or other agencies;
 - d. timeline and goals are met as negotiated in contract; and
 - e. as needed, administrative coordination among subcontractors and collaborators.

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Summary Report includes:

1. Prepare and submit annually summary of program administration support services completed and in progress.

7. Objectives and Measurements

Standardized Objectives:

All objectives, and descriptions of how objectives are measured, are contained in the DPH document entitled “Fiscal Intermediary Performance Objectives FY 21-22”.

Individualized Objectives:

FY 2021-2022

1. By June 30, 2022, SFPHF program staff will complete subcontract management for any requested consultants starting from July 1, 2021 through to June 30, 2022.
2. By August 31, 2022, SFPHF program staff will provide summary report for Food Security staff including work completed and in progress from July 1, 2021 through June 30, 2022.

8. Continuous Quality Improvement

Food Security staff will work with the SFPHF Executive Director to monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), non-discrimination and cultural competency requirements.

To ensure the highest quality possible, the Food Security staff will collectively monitor the quality, timeliness, and accuracy of the SFPHF contract deliverables and the methodology of this contract through regularly scheduled meetings, the review of submission of deliverables and quarterly summary reports.

9. Subcontractors

1. SFPHF is responsible for its subcontractors and Consultants’ performance under this contract agreement.
2. SFPHF must comply with P-600 Article 5. Insurance and Indemnity. All SFPHF staff, consultants, and subcontractors must have the appropriate insurance coverage as outlined in the P-600 Article 5. Insurance and Indemnity.

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3. SFPHF shall assume liability for any and all work-related injuries/illness including infectious exposures such as Bloodborne Pathogen and Aerosol Transmissible Disease. SFPHF must demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by the State Workers' compensation laws and regulations.
4. SFPHF will provide a list of the approved selected subcontractors and consultants.
5. SFPHF will develop subcontract agreements with all subcontractors supporting the efforts outlined in this project.
6. Subcontract agreements will be kept on file with SFPHF and copied to the Departments Program Director.
7. Subcontractors will maintain a secure inventory system for any supplements and/or vouchers kept onsite before distribution to participants.

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SDDT

SFPDPH Contract Narrative: San Francisco Public Health Foundation

1. Program Name: *Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans*

Population Health Division

Program Address c/o Paula Jones - 25 Van Ness, 8th Floor

City, State, Zip Code San Francisco, CA 94102

Telephone (628)206-7689

Contractor Name: San Francisco Public Health Foundation (SFPHF)

1 Hallidie Plaza, Suite 808, San Francisco, CA 94102

415-504-6738 Fax: 415-520-0471

www.sfphf.org

Executive Director/Program Director: Penny Eardley

Telephone: 415-504-6738 ext. 101

Email Address: peardley@sfphf.org

2. Nature of Document *(select one)*

New **Renewal** **Modification/Amendment**

3. Goal Statement

The San Francisco Department of Public Health, Population Health Division’s Food System Program focuses on improving health equity and health outcomes through ensuring access to healthy food for vulnerable San Franciscans. The goals of this contract are to improve food security and healthy eating for vulnerable San Franciscans. An additional goal of this contract is to ensure that patients in the SF Health Network are food secure.

4. Target Population

Services will be provided to all ethnicities and population, with focused expertise to meet the unique needs of populations that are particularly impacted by health disparities and adverse effects, along with food insecurity:

- Black, African American
- Asian, including Chinese
- Pacific Islander
- Latinx
- Youth and transitional-age youth
- Seniors

San Francisco Public Health Foundation
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 SDDT

- Low-income populations
- Individuals experiencing health disparities
- Others as identified

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

Units of Service (UOS) Description FY 07/01/2021-06/30/2022 Food Security SDDT Funding 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
EatSF x 12 months; Heart of the City x 12 Months	24	NA	
Total UOS	24		

Units of Service (UOS) Description FY 07/01/2021-06/30/2022 SDDT Additional Funding 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
SF Study Center/SFAAFBC	12	NA	
Bayview Hunters Point Community Advocates	12		
Farming Hope	12		
Heluna Health/SisterWeb	12		
Social Good Fund/Community Well	12		
SOMCAN	12		
B Magic	12		
IFR	12		
Total UOS	96		

Units of Service (UOS) Description FY 07/01/2022-06/30/2023 Food Security SDDT Funding 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
TBD 2 Consultants X 12 months	24	NA	
Total UOS	24		

Units of Service (UOS) Description FY 07/01/2023-06/30/2024 Food Security SDDT Funding 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
TBD 2 Consultants X 12 months	24	NA	
Total UOS	24		

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 SDDT

6. Methodology

A. Program Administration Methodology:

SFPHF does not provide direct client services through this contract, however the subcontractors in this contract may provide direct client services. SFPHF is solely responsible for managing its subcontractors. To the extent that DPH provides objectives, direction, and input regarding the work to be provided under this Agreement, SFPHF shall determine how such objectives, direction, and input are addressed and is solely responsible for how such a result is obtained. SFPHF retains all authority over the conduct of its subcontractors.

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Below are the Program Administration Support Services that SFPHF will provide for Food Security:

Subcontract Management of Subcontractors includes the following services:

1. Manage subcontract agreements while adhering to applicable and related City and County policy and procedures, including but not limited to:
 - a. Ensure all subcontractors are fiscally responsible and have “Generally Accepted Accounting Principles (GAAP)” in place.
 - b. Ensure that all subcontractors carry insurance in the amounts and coverages outlined in Article 5
 - c. Ensure that all subcontractors carry cyber security insurance as required by the City and County, and ensure privacy and confidentiality procedures are complied with, including any applicable trainings.
 - d. Ensure that subcontractors comply with sections of Article 10 "Additional Requirements Incorporated by Reference"
2. Demonstrate responsibility to act as primary liaison in collaborative agreements

Program Administration of Subcontractors includes the following services:

1. Manage and disburse funds as directed by the Department as it applies to the Food Security.
2. Ensure that agency be fiscally responsible and have “Generally Accepted Accounting Principles (GAAP)” in place.
3. Use Generally Accepted Accounting Principles (GAAP) and SFPHF’s own Accounting Policies and Procedures to:

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- a. Protect the assets of the organization and of the contract;
- b. Ensure the maintenance of accurate records of SFPHF's financial activities;
- c. Provide a framework for SFPHF's financial decision making;
- d. Establish and enforce operating standards and behavioral expectations;
- e. Serve as a training resource for financial staff; and
- f. Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements

Capacity/Building Program Support includes the following services:

1. Ensure the following for all program administration services:
 - a. quality of services provided;
 - b. quality employment management principles and practices;
 - c. prompt and adequate reporting and invoicing with the Department or other agencies;
 - d. timeline and goals are met as negotiated in contract; and
 - e. as needed, administrative coordination among subcontractors and collaborators.

Summary Report includes:

1. Prepare and submit annually summary of program administration support services completed and in progress.

7. Objectives and Measurements

Standardized Objectives:

All objectives, and descriptions of how objectives are measured, are contained in the DPH document entitled "Fiscal Intermediary Performance Objectives FY 21-22".

Individualized Objectives:

FY 2021-2022

1. By June 30, 2022, SFPHF program staff will complete subcontract management for any requested consultants starting from July 1, 2021 through to June 30, 2022.
2. By August 31, 2022, SFPHF program staff will provide summary report for Food Security staff including work completed and in progress from July 1, 2021 through June 30, 2022.

8. Continuous Quality Improvement

Food Security staff will work with the SFPHF Executive Director to monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction,

Health Insurance Portability and Accountability Act (HIPAA), non-discrimination and cultural competency requirements.

To ensure the highest quality possible, the Food Security staff will collectively monitor the quality, timeliness, and accuracy of the SFPDF contract deliverables and the methodology of this contract through regularly scheduled meetings, the review of submission of deliverables and quarterly summary reports.

9. Subcontractors

1. SFPDF is responsible for its subcontractors and Consultants' performance under this contract agreement.
2. SFPDF must comply with P-600 Article 5. Insurance and Indemnity. All SFPDF staff, consultants, and subcontractors must have the appropriate insurance coverage as outlined in the P-600 Article 5. Insurance and Indemnity.
3. SFPDF shall assume liability for any and all work-related injuries/illness including infectious exposures such as Bloodborne Pathogen and Aerosol Transmissible Disease. SFPDF must demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by the State Workers' compensation laws and regulations.
4. SFPDF will provide a list of the approved selected subcontractors and consultants.
5. SFPDF will develop subcontract agreements with all subcontractors supporting the efforts outlined in this project.
6. Subcontract agreements will be kept on file with SFPDF and copied to the Departments Program Director.
7. Subcontractors will maintain a secure inventory system for any supplements and/or vouchers kept onsite before distribution to participants.

San Francisco Public Health Foundation
Food System Program - SFPDPH/PHD Office of
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Addback Funding

SFPDPH Contract Narrative: San Francisco Public Health Foundation

1. Program Name: *Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans*

Population Health Division

Program Address c/o Paula Jones - 25 Van Ness, 8th Floor

City, State, Zip Code San Francisco, CA 94102

Telephone (628)206-7689

Contractor Name: San Francisco Public Health Foundation (SFPHF)

1 Hallidie Plaza, Suite 808, San Francisco, CA 94102

415-504-6738 Fax: 415-520-0471

www.sfphf.org

Executive Director/Program Director: Penny Eardley

Telephone: 415-504-6738 ext. 101

Email Address: peardley@sfphf.org

2. Nature of Document *(select one)*

New **Renewal** **Modification/Amendment**

3. Goal Statement

The San Francisco Department of Public Health, Population Health Division’s Food System Program focuses on improving health equity and health outcomes through ensuring access to healthy food for vulnerable San Franciscans. The goals of this contract are to improve food security and healthy eating for vulnerable San Franciscans. An additional goal of this contract is to ensure that patients in the SF Health Network are food secure.

4. Target Population

Services will be provided to all ethnicities and population, with focused expertise to meet the unique needs of populations that are particularly impacted by health disparities and adverse effects, along with food insecurity:

- Black, African American
- Asian, including Chinese
- Pacific Islander
- Latinx
- Youth and transitional-age youth
- Seniors

San Francisco Public Health Foundation
 Food System Program - SFPDH/PHD Office of
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 Addback Funding

- Low-income populations
- Individuals experiencing health disparities
- Others as identified

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

Units of Service (UOS) Description FY 07/01/2021-06/30/2022 Food Security Addback Funding 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Farming Hope	12	NA	
Total UOS	12		

6. Methodology

A. Program Administration Methodology:

SFPHF does not provide direct client services through this contract, however the subcontractors in this contract may provide direct client services. SFPHF is solely responsible for managing its subcontractors. To the extent that DPH provides objectives, direction, and input regarding the work to be provided under this Agreement, SFPHF shall determine how such objectives, direction, and input are addressed and is solely responsible for how such a result is obtained. SFPHF retains all authority over the conduct of its subcontractors.

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Below are the Program Administration Support Services that SFPHF will provide for Food Security:

Subcontract Management of Subcontractors includes the following services:

1. Manage subcontract agreements while adhering to applicable and related City and County policy and procedures, including but not limited to:
 - a. Ensure all subcontractors are fiscally responsible and have “Generally Accepted Accounting Principles (GAAP)” in place.

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- b. Ensure that all subcontractors carry insurance in the amounts and coverages outlined in Article 5
- c. Ensure that all subcontractors carry cyber security insurance as required by the City and County, and ensure privacy and confidentiality procedures are complied with, including any applicable trainings.
- d. Ensure that subcontractors comply with sections of Article 10 "Additional Requirements Incorporated by Reference"
2. Demonstrate responsibility to act as primary liaison in collaborative agreements

Program Administration of Subcontractors includes the following services:

1. Manage and disburse funds as directed by the Department as it applies to the Food Security.
2. Ensure that agency be fiscally responsible and have "Generally Accepted Accounting Principles (GAAP)" in place.
3. Use Generally Accepted Accounting Principles (GAAP) and SFPHF's own Accounting Policies and Procedures to:
 - a. Protect the assets of the organization and of the contract;
 - b. Ensure the maintenance of accurate records of SFPHF's financial activities;
 - c. Provide a framework for SFPHF's financial decision making;
 - d. Establish and enforce operating standards and behavioral expectations;
 - e. Serve as a training resource for financial staff; and
 - f. Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements

Capacity/Building Program Support includes the following services:

1. Ensure the following for all program administration services:
 - a. quality of services provided;
 - b. quality employment management principles and practices;
 - c. prompt and adequate reporting and invoicing with the Department or other agencies;
 - d. timeline and goals are met as negotiated in contract; and
 - e. as needed, administrative coordination among subcontractors and collaborators.

Summary Report includes:

1. Prepare and submit annually summary of program administration support services completed and in progress.

7. Objectives and Measurements

Standardized Objectives:

San Francisco Public Health Foundation
Food System Program - SFPDF/PHD Office of
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Addback Funding

All objectives, and descriptions of how objectives are measured, are contained in the DPH document entitled "Fiscal Intermediary Performance Objectives FY 21-22".

Individualized Objectives:

FY 2021-2022

1. By June 30, 2022, SFPDF program staff will complete subcontract management for any requested consultants starting from July 1, 2021 through to June 30, 2022.
2. By August 31, 2022, SFPDF program staff will provide summary report for Food Security staff including work completed and in progress from July 1, 2021 through June 30, 2022.

8. Continuous Quality Improvement

Food Security staff will work with the SFPDF Executive Director to monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), non-discrimination and cultural competency requirements.

To ensure the highest quality possible, the Food Security staff will collectively monitor the quality, timeliness, and accuracy of the SFPDF contract deliverables and the methodology of this contract through regularly scheduled meetings, the review of submission of deliverables and quarterly summary reports.

9. Subcontractors

1. SFPDF is responsible for its subcontractors and Consultants' performance under this contract agreement.
2. SFPDF must comply with P-600 Article 5. Insurance and Indemnity. All SFPDF staff, consultants, and subcontractors must have the appropriate insurance coverage as outlined in the P-600 Article 5. Insurance and Indemnity.
3. SFPDF shall assume liability for any and all work-related injuries/illness including infectious exposures such as Bloodborne Pathogen and Aerosol Transmissible Disease. SFPDF must demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by the State Workers' compensation laws and regulations.
4. SFPDF will provide a list of the approved selected subcontractors and consultants.
5. SFPDF will develop subcontract agreements with all subcontractors supporting the efforts outlined in this project.
6. Subcontract agreements will be kept on file with SFPDF and copied to the Departments Program Director.

San Francisco Public Health Foundation
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7. Subcontractors will maintain a secure inventory system for any supplements and/or vouchers kept onsite before distribution to participants.

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Dream Keepers Initiative

SFDPH Contract Narrative: San Francisco Public Health Foundation

1. Program Name: *Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans*

Population Health Division

Program Address c/o Paula Jones - 25 Van Ness, 8th Floor

City, State, Zip Code San Francisco, CA 94102

Telephone (628)206-7689

Contractor Name: San Francisco Public Health Foundation (SFPHF)

1 Hallidie Plaza, Suite 808, San Francisco, CA 94102

415-504-6738 Fax: 415-520-0471

www.sfphf.org

Executive Director/Program Director: Penny Eardley

Telephone: 415-504-6738 ext. 101

Email Address: peardley@sfphf.org

2. Nature of Document (*select one*)

New **Renewal** **Modification/Amendment**

3. Goal Statement

The San Francisco Department of Public Health, Population Health Division’s Food System Program focuses on improving health equity and health outcomes through ensuring access to healthy food for vulnerable San Franciscans. The goals of this contract are to improve food security and healthy eating for vulnerable San Franciscans. An additional goal of this contract is to ensure that patients in the SF Health Network are food secure.

4. Target Population

Services will be provided to all ethnicities and population, with focused expertise to meet the unique needs of populations that are particularly impacted by health disparities and adverse effects, along with food insecurity:

- Black, African American
- Low-income populations
- Individuals experiencing health disparities
- Others as identified

San Francisco Public Health Foundation
 Food System Program - SFDPH/PHD Office of
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 Dream Keepers Initiative

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

Units of Service (UOS) Description FY 07/01/2021-06/30/2022 Food Security Dream Keepers Initiative funding 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
6 Subcontractors to be chosen by RFP x 7 months	42	NA	
Total UOS	42		

6. Methodology

A. Program Administration Methodology:

SFPHF does not provide direct client services through this contract, however the subcontractors in this contract may provide direct client services. SFPHF is solely responsible for managing its subcontractors. To the extent that DPH provides objectives, direction, and input regarding the work to be provided under this Agreement, SFPHF shall determine how such objectives, direction, and input are addressed and is solely responsible for how such a result is obtained. SFPHF retains all authority over the conduct of its subcontractors.

For all subcontracts, SFPHF oversees project implementation and ensures the projects complies with DPH standards and protocols as well as all city contract requirements. SFPHF provides all fiscal management of contracted funds – including audits, invoicing, purchasing, and budget reconciliation; and oversees and ensures payroll meets standard accounting practices. SFPHF provides program administration support services and funding distribution, manages/monitors performance and accountability of subcontractors and project funds, issues payments on a cost reimbursement basis, monitors budgets, maintains records, produces financial reports as requested, and undergoes an annual audit.

Below are the Program Administration Support Services that SFPHF will provide for Food Security:

Subcontract Management of Subcontractors includes the following services:

1. Manage subcontract agreements while adhering to applicable and related City and County policy and procedures, including but not limited to:
 - a. Ensure all subcontractors are fiscally responsible and have “Generally Accepted Accounting Principles (GAAP)” in place.
 - b. Ensure that all subcontractors carry insurance in the amounts and coverages outlined in Article 5
 - c. Ensure that all subcontractors carry cyber security insurance as required by the City and County, and ensure privacy and confidentiality procedures are complied with, including any applicable trainings.

San Francisco Public Health Foundation
Food System Program - SFDPH/PHD Office of
Equity and Quality Improvement
Contract Term 07/01/2021-07/31/2024

Appendix A-4
Appendix Term 07/01/2021-06/30/2022
Dream Keepers Initiative

- d. Ensure that subcontractors comply with sections of Article 10 "Additional Requirements Incorporated by Reference"
2. Demonstrate responsibility to act as primary liaison in collaborative agreements

Program Administration of Subcontractors includes the following services:

1. Manage and disburse funds as directed by the Department as it applies to the Food Security.
2. Ensure that agency be fiscally responsible and have "Generally Accepted Accounting Principles (GAAP)" in place.
3. Use Generally Accepted Accounting Principles (GAAP) and SFPHF's own Accounting Policies and Procedures to:
 - a. Protect the assets of the organization and of the contract;
 - b. Ensure the maintenance of accurate records of SFPHF's financial activities;
 - c. Provide a framework for SFPHF's financial decision making;
 - d. Establish and enforce operating standards and behavioral expectations;
 - e. Serve as a training resource for financial staff; and
 - f. Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements

Capacity/Building Program Support includes the following services:

1. Ensure the following for all program administration services:
 - a. quality of services provided;
 - b. quality employment management principles and practices;
 - c. prompt and adequate reporting and invoicing with the Department or other agencies;
 - d. timeline and goals are met as negotiated in contract; and
 - e. as needed, administrative coordination among subcontractors and collaborators.

Summary Report includes:

1. Prepare and submit annually summary of program administration support services completed and in progress.

7. Objectives and Measurements

Standardized Objectives:

All objectives, and descriptions of how objectives are measured, are contained in the DPH document entitled "Fiscal Intermediary Performance Objectives FY 21-22".

Individualized Objectives:

FY 2021-2022

1. By November 15, 2021, SFPHF program staff will begin an RFP process for potential subcontractors.
2. By June 30, 2022, SFPHF program staff will complete subcontract management for any requested consultants starting from December 1, 2021 through to June 30, 2022.
3. By August 31, 2022, SFPHF program staff will provide summary report for Food Security staff including work completed and in progress from July 1, 2021 through June 30, 2022.

8. Continuous Quality Improvement

Food Security staff will work with the SFPHF Executive Director to monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), non-discrimination and cultural competency requirements.

To ensure the highest quality possible, the Food Security staff will collectively monitor the quality, timeliness, and accuracy of the SFPHF contract deliverables and the methodology of this contract through regularly scheduled meetings, the review of submission of deliverables and quarterly summary reports.

9. Subcontractors

1. SFPHF is responsible for its subcontractors and Consultants' performance under this contract agreement.
2. SFPHF must comply with P-600 Article 5. Insurance and Indemnity. All SFPHF staff, consultants, and subcontractors must have the appropriate insurance coverage as outlined in the P-600 Article 5. Insurance and Indemnity.
3. SFPHF shall assume liability for any and all work-related injuries/illness including infectious exposures such as Bloodborne Pathogen and Aerosol Transmissible Disease. SFPHF must demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by the State Workers' compensation laws and regulations.
4. SFPHF will provide a list of the approved selected subcontractors and consultants.
5. SFPHF will develop subcontract agreements with all subcontractors supporting the efforts outlined in this project.
6. Subcontract agreements will be kept on file with SFPHF and copied to the Departments Program Director.
7. Subcontractors will maintain a secure inventory system for any supplements and/or vouchers kept onsite before distribution to participants.

San Francisco Public Health Foundation
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Appendix A-5
 Appendix Term 08/01/2021-07/31/2022
 CDC CHW

SFDPH Contract Narrative: San Francisco Public Health Foundation

1. Program Name: *Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans*

Population Health Division

Program Address c/o Paula Jones - 25 Van Ness, 8th Floor

City, State, Zip Code San Francisco, CA 94102

Telephone (628)206-7689

Contractor Name: San Francisco Public Health Foundation (SFPHF)

1 Hallidie Plaza, Suite 808, San Francisco, CA 94102

415-504-6738 Fax: 415-520-0471

www.sfphf.org

Executive Director/Program Director: Penny Eardley

Telephone: 415-504-6738 ext. 101

Email Address: peardley@sfphf.org

2. Nature of Document (*select one*)

New **Renewal** **Modification/Amendment**

3. Goal Statement

The San Francisco Department of Public Health, Population Health Division's Food System Program focuses on improving health equity and health outcomes through ensuring access to healthy food for vulnerable San Franciscans. The goals of this contract are to improve food security and healthy eating for vulnerable San Franciscans. An additional goal of this contract is to ensure that patients in the SF Health Network are food secure.

4. Target Population

Services will be provided to all ethnicities and population, with focused expertise to meet the unique needs of populations that are particularly impacted by health disparities and adverse effects, along with food insecurity:

- Black, African American
- Asian, including Chinese
- Pacific Islander
- Latinx
- Youth and transitional-age youth
- Seniors
- Low-income populations

San Francisco Public Health Foundation
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 CDC CHW

- Individuals experiencing health disparities
- Others as identified

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

Units of Service (UOS) Description FY 08/01/2021-07/31/2022 Food Security CDC CHW Funding 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
TBD Subcontractor x 12 months	12	NA	
Total UOS	12		

Units of Service (UOS) Description FY 08/01/2022-07/31/2023 Food Security CDC CHW Funding 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
TBD Subcontractor x 12 months	12	NA	
Total UOS	12		

Units of Service (UOS) Description FY 08/01/2023-07/31/2024 Food Security CDC CHW Funding 1 UOS = 1 Consultant x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
TBD Subcontractor x 12 months	12	NA	
Total UOS	12		

6. Methodology

A. Program Administration Methodology:

SFPHF does not provide direct client services through this contract, however the subcontractors in this contract may provide direct client services. SFPHF is solely responsible for managing its subcontractors. To the extent that DPH provides objectives, direction, and input regarding the work to be provided under this Agreement, SFPHF shall determine how such objectives, direction, and input are addressed and is solely responsible for how such a result is obtained. SFPHF retains all authority over the conduct of its subcontractors.

For all subcontracts, SFPHF oversees project implementation and ensures the projects complies with DPH standards and protocols as well as all city contract requirements. SFPHF provides all fiscal management of contracted funds – including audits, invoicing, purchasing, and budget reconciliation; and oversees and ensures payroll meets standard accounting practices. SFPHF provides program administration support services and funding distribution, manages/monitors performance and accountability of subcontractors and project funds, issues payments on a cost reimbursement basis,

San Francisco Public Health Foundation
 Food System Program - SFPDH/PHD Office of
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 CDC CHW

monitors budgets, maintains records, produces financial reports as requested, and undergoes an annual audit.

Below are the Program Administration Support Services that SFPHF will provide for Food Security:

Subcontract Management of Subcontractors includes the following services:

1. Manage subcontract agreements while adhering to applicable and related City and County policy and procedures, including but not limited to:
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 - b. Ensure that all subcontractors carry insurance in the amounts and coverages outlined in Article 5
 - c. Ensure that all subcontractors carry cyber security insurance as required by the City and County, and ensure privacy and confidentiality procedures are complied with, including any applicable trainings.
 - d. Ensure that subcontractors comply with sections of Article 10 "Additional Requirements Incorporated by Reference"
2. Demonstrate responsibility to act as primary liaison in collaborative agreements

Program Administration of Subcontractors includes the following services:

1. Manage and disburse funds as directed by the Department as it applies to the Food Security.
2. Ensure that agency be fiscally responsible and have “Generally Accepted Accounting Principles (GAAP)” in place.
3. Use Generally Accepted Accounting Principles (GAAP) and SFPHF’s own Accounting Policies and Procedures to:
 - a. Protect the assets of the organization and of the contract;
 - b. Ensure the maintenance of accurate records of SFPHF’s financial activities;
 - c. Provide a framework for SFPHF’s financial decision making;
 - d. Establish and enforce operating standards and behavioral expectations;
 - e. Serve as a training resource for financial staff; and
 - f. Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements

Capacity/Building Program Support includes the following services:

1. Ensure the following for all program administration services:
 - a. quality of services provided;
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CDC CHW

Summary Report includes:

1. Prepare and submit annually summary of program administration support services completed and in progress.

7. Objectives and Measurements

Standardized Objectives:

All objectives, and descriptions of how objectives are measured, are contained in the DPH document entitled "Fiscal Intermediary Performance Objectives FY 21-22".

Individualized Objectives:

FY 2021-2022

1. By December 1, 2021, SFPHF program staff will begin an RFP process for potential subcontractors.
2. By June 30, 2022, SFPHF program staff will complete subcontract management for any requested consultants starting from December 1, 2021 through to June 30, 2022.
3. By August 31, 2022, SFPHF program staff will provide summary report for Food Security staff including work completed and in progress from July 1, 2021 through June 30, 2022.

8. Continuous Quality Improvement

Food Security staff will work with the SFPHF Executive Director to monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), non-discrimination and cultural competency requirements.

To ensure the highest quality possible, the Food Security staff will collectively monitor the quality, timeliness, and accuracy of the SFPHF contract deliverables and the methodology of this contract through regularly scheduled meetings, the review of submission of deliverables and quarterly summary reports.

9. Subcontractors

1. SFPHF is responsible for its subcontractors and Consultants' performance under this contract agreement.
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CDC CHW

3. SFPHF shall assume liability for any and all work-related injuries/illness including infectious exposures such as Bloodborne Pathogen and Aerosol Transmissible Disease. SFPHF must demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by the State Workers' compensation laws and regulations.
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7. Subcontractors will maintain a secure inventory system for any supplements and/or vouchers kept onsite before distribution to participants.

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Appendix A-6
 Appendix Term 08/01/2021-07/31/2022
 CDC RFA

SFPDPH Contract Narrative: San Francisco Public Health Foundation

1. Program Name: *Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans*

Population Health Division

Program Address c/o Paula Jones - 25 Van Ness, 8th Floor

City, State, Zip Code San Francisco, CA 94102

Telephone (628)206-7689

Contractor Name: San Francisco Public Health Foundation (SFPHF)

1 Hallidie Plaza, Suite 808, San Francisco, CA 94102

415-504-6738 Fax: 415-520-0471

www.sfphf.org

Executive Director/Program Director: Penny Eardley

Telephone: 415-504-6738 ext. 101

Email Address: peardley@sfphf.org

2. Nature of Document (*select one*)

New **Renewal** **Modification/Amendment**

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The San Francisco Department of Public Health, Population Health Division's Food System Program focuses on improving health equity and health outcomes through ensuring access to healthy food for vulnerable San Franciscans. The goals of this contract are to improve food security and healthy eating for vulnerable San Franciscans. An additional goal of this contract is to ensure that patients in the SF Health Network are food secure.

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Services will be provided to all ethnicities and population, with focused expertise to meet the unique needs of populations that are particularly impacted by health disparities and adverse effects, along with food insecurity:

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- Youth and transitional-age youth
- Seniors
- Low-income populations
- Individuals experiencing health disparities

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 Appendix Term 08/01/2021-07/31/2022
 CDC RFA

- Others as identified

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

Units of Service (UOS) Description FY 07/01/2021-06/30/2022 Food Security CDC RFA Funding 1 UOS = Program Management Services x 1 Month	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Program Management x 11 months	11	NA	
Total UOS	11		

6. Methodology

A. Program Administration Methodology:

SFPHF does not provide direct client services through this contract. SFPHF is solely responsible for managing its vendors. To the extent that DPH provides objectives, direction, and input regarding the work to be provided under this Agreement, SFPHF shall determine how such objectives, direction, and input are addressed and is solely responsible for how such a result is obtained. SFPHF retains all authority over the conduct of its vendors.

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9. Subcontractors

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3. SFPHF shall assume liability for any and all work-related injuries/illness including infectious exposures such as Bloodborne Pathogen and Aerosol Transmissible Disease. SFPHF must demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by the State Workers' compensation laws and regulations.
4. SFPHF will provide a list of the approved selected subcontractors and consultants.
5. SFPHF will develop subcontract agreements with all subcontractors supporting the efforts outlined in this project.
6. Subcontract agreements will be kept on file with SFPHF and copied to the Departments Program Director.

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CDC RFA

7. Subcontractors will maintain a secure inventory system for any supplements and/or vouchers kept onsite before distribution to participants.

Appendix B
Grant Plan
Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Appendix B-1, B-1a, B-1b	Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (General Fund)
Appendix B-2, B-2a, B-2b, B-2c	Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (Sugary Drinks Distributor Tax)
Appendix B-3	Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (Addback)
Appendix B-4	Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (Dream Keepers Initiative)
Appendix B-5, B-5a, B-5b	Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (CDC CHW Grant 93.495)
Appendix B-6	Food System Program – Ensuring Food Security and Healthy Eating for vulnerable San Franciscans (CDC-RFA-DP21-2111)

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$1,025,606** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	Term	Funding Source	Amount	
Original Agreement	7/01/21-6/30/22	General Fund	\$400,000	Appx B-1
Original Agreement	7/01/21-6/30/22	SDDT	\$185,317	Appx B-2
Original Agreement	7/01/21-6/30/22	General Fund	\$75,000	Appx B-1
Original Agreement	7/01/21-6/30/22	CDC RFA	\$125,000	Appx B-6
Original Agreement	7/01/21-6/30/22	Dream Keepers	\$1,500,000	Appx B-4
Original Agreement	7/01/21-6/30/22	SDDT	\$1,640,000	Appx B-2
Original Agreement	7/01/21-6/30/22	SDDT	\$700,000	Appx B-2a
Original Agreement	7/01/21-6/30/22	Addback	\$191,000	Appx B-3
Original Agreement	8/01/21-7/31/22	CDC CHW	\$250,000	Appx B-5
Original Agreement	7/01/22-6/30/23	General Fund	\$475,000	Appx B-1a
Original Agreement	7/01/22-6/30/23	SDDT	\$1,000,000	Appx B-2b
Original Agreement	8/01/22-7/31/23	CDC CHW	\$260,000	Appx B-5a
Original Agreement	7/01/23-6/30/24	General Fund	\$475,000	Appx B-1b
Original Agreement	7/01/23-6/30/24	SDDT	\$1,000,000	Appx B-2c
Original Agreement	8/01/23-7/31/24	CDC CHW	\$270,400	Appx B-5b
			<u>\$8,546,717</u>	
		Contingency	<u>\$1,025,606</u>	FY 21-24
	(This equals the total NTE) Total		<u>\$9,572,323</u>	

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

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

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

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

CID #: 100021500													Appendix B	
DPH Section: PHD Food Security													Contract Term: 7/01/2021-7/31/2024	
Check one: <input checked="" type="checkbox"/> Original Agreement <input type="checkbox"/> Amendment <input type="checkbox"/> Revision to Program Budgets													Current Funding Notification Date: (#2) 8/10/2021	
Agency/Contractor Name: San Francisco Public Health Foundation														
Program/Provider Name:	General Fund	SDDT	Addback Funds	Dream Keepers Initiative	CDC CHW Grant 93.495	CDC-RFA-OP21-2111	SDDT	General Fund	SDDT	CDC CHW Grant 93.495	General Fund	SDDT	CDC CHW Grant 93.495	TOTALS
Appendix Number:	A-1/B-1	A-2/B-2	A-3/B-3	A-4/B-4	A-5/B-5	A-6/B-6	A-2/B-2a	A-1/B-1a	A-2/B-2b	A-5/B-5a	A-1/B-1b	A-2/B-2c	A-5/B-5b	
Appendix Term:	07/01/2021-06/30/2022	07/01/2021-06/30/2022	07/01/2021-06/30/2022	07/01/2021-06/30/2022	08/01/2021-07/31/2022	08/01/2021-07/31/2022	07/01/2021-06/30/2022	07/01/2022-06/30/2023	07/01/2022-06/30/2023	08/01/2022-07/31/2023	07/01/2023-06/30/2024	07/01/2023-06/30/2024	08/01/2023-07/31/2024	
EXPENSES														
Employee Benefits	\$ -	\$ -			\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel Expenses	\$ -	\$ -			\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Fringe Benefit Rate	0.0%	0.0%			0.0%			0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Operating Expense	\$ 431,818	\$ 1,659,379	\$ 173,636	\$ 1,363,636	\$ 227,275	\$ 113,640	\$ 636,365	\$ 431,818	\$ 909,100	\$ 236,366	\$ 431,818	\$ 909,100	\$ 245,820	\$ 7,769,771
Capital Expense (\$5,000 and over)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Direct Costs	\$ 431,818	\$ 1,659,379	\$ 173,636	\$ 1,363,636	\$ 227,275	\$ 113,640	\$ 636,365	\$ 431,818	\$ 909,100	\$ 236,366	\$ 431,818	\$ 909,100	\$ 245,820	\$ 7,769,771
Indirect Cost Amount	\$ 43,182	\$ 165,938	\$ 17,364	\$ 136,364	\$ 22,725	\$ 11,360	\$ 63,635	\$ 43,182	\$ 90,900	\$ 23,634	\$ 43,182	\$ 90,900	\$ 24,580	\$ 776,946
Indirect Cost Rate (%)	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Total Expenses	\$ 475,000	\$ 1,825,317	\$ 191,000	\$ 1,500,000	\$ 250,000	\$ 125,000	\$ 700,000	\$ 475,000	\$ 1,000,000	\$ 260,000	\$ 475,000	\$ 1,000,000	\$ 270,400	\$ 8,546,717
REVENUES & FUNDING SOURCES														
DPH Funding Sources (select from drop-down list)														
General Fund	400,000							475,000			475,000			1,350,000
General Fund	75,000													
Addback Funds			191,000											
Dream Keepers Initiative				1,500,000										
SDDT		1,640,000							1,000,000			1,000,000		3,640,000
SDDT		185,317												
SDDT							700,000							
CDC CHW Grant 93.495					250,000					260,000			270,400	780,400
CDC-RFA-OP21-2111						125,000								
Total DPH Revenues	\$ 475,000	\$ 1,825,317	\$ 191,000	\$ 1,500,000	\$ 250,000	\$ 125,000	\$ 700,000	\$ 475,000	\$ 1,000,000	\$ 260,000	\$ 475,000	\$ 1,000,000	\$ 270,400	\$ 8,546,717
Total Revenues (DPH and Non-DPH)	\$ 475,000	\$ 1,825,317	\$ 191,000	\$ 1,500,000	\$ 250,000	\$ 125,000	\$ 700,000	\$ 475,000	\$ 1,000,000	\$ 260,000	\$ 475,000	\$ 1,000,000	\$ 270,400	\$ 8,546,717
Cost Reimbursement (CR) or Fee-For-Service (FFS)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)
Prepared By Penny Eardley Phone # 415-504-6738 ext. 101														

Contractor: San Francisco Public Health Foundation			Appendix: B-1			
Program: PHD Food Security			Appendix Term: 07/01/2021-06/30/2022			
Full Contract Term: 07/01/2021-07/31/2024			Funding Source: General Fund			
UOS COST ALLOCATION BY SERVICE MODE						
Service Modes:	Program Admin					
Operating Expenses	Expense	%				Totals
Total Occupancy		0%				-
Total Materials and Supplies		0%				-
Total General Operating	93,000	100%				93,000
Total Staff Travel		0%				-
Consultants/Subcontractor:						
Consultant TBD	100,000	100%				100,000
Consultant TBD	75,000	100%				75,000
Consultant TBD	15,000	20%				15,000
Consultant TBD	138,818	185%				138,818
Other (specify):						
EatSF	10,000	100%				10,000
Total Operating Expenses	431,818	100%				431,818
Total Direct Expenses	431,818	100%				431,818
Indirect Expenses 10.0%	43,182	100%				43,182
TOTAL EXPENSES	475,000	100%				475,000
Unit of Service Type	#N/A					
Number of UOS per Service Mode	39					39
Cost Per UOS by Service Mode	\$12,179.49					N/A
Number of UDC/NOC per Service Mode						

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
 Program Name: PHD Food Security

Appendix: B-1
 Appendix Term: 07/01/2021-06/30/2022
 Funding Source: General Fund

2) OPERATING EXPENSES:

General Operating:

Expense Item	Brief Description	Rate/Formula	Cost
Support for Feeding 5,000 Event	Event scheduled for December 11, 2021 to distribute food to 5,000 Bayview Hunters Point residents.		\$ 75,000
Stipends for WIC volunteers	Volunteers working with WIC program to ensure all food needs are met.	2 volunteers X 6 months X \$1,500	\$ 18,000
Total General Operating:			\$ 93,000

Consultants/Subcontractors:

Consult/Subcontractor Name	Service Description	Rate/Formula	Cost
Consultant TBD	Expert MediCal Billing Consultant for Food as Medicine		\$ 100,000
Consultant TBD	Strategic Planning Consultant for Food Security Task Force		\$ 75,000
Consultant TBD	Communication Plan Developer		\$ 15,000
Consultant TBD	Emerging needs		\$ 138,818
Total Consultants/Subcontractors:			\$ 328,818

Other:

Expense Item	Brief Description	Rate/Formula	Cost
EatSF	(1000) \$10 Emergency grocery vouchers - to be distributed by clinical partners on the social medicine team.		\$ 10,000
Total Other:			\$ 10,000

TOTAL OPERATING EXPENSES: \$ 431,818

TOTAL DIRECT COSTS: \$ 431,818

4) INDIRECT COSTS

	Amount
	\$ 43,182

Indirect Rate: 10.00%
TOTAL INDIRECT COSTS: \$ 43,182

TOTAL EXPENSES: \$ 475,000

Contractor: San Francisco Public Health Foundation			Appendix: B-1a				
Program: PHD Food Security			Appendix Term: 07/01/2022-06/30/2023				
			Funding Source: General Fund				
UOS COST ALLOCATION BY SERVICE MODE							
Service Modes:	Program Admin						
Operating Expenses	Expense	%					Totals
Total Occupancy		0%					-
Total Materials and Supplies		0%					-
Total General Operating		0%					-
Total Staff Travel		0%					-
Consultants/Subcontractor:							
Consultant TBD	381,818	100%					381,818
Consultant TBD	50,000	100%					50,000
Other (specify):							-
							-
Total Operating Expenses	431,818	100%					431,818
Total Direct Expenses	431,818	100%					431,818
Indirect Expenses 10.0%	43,182	100%					43,182
TOTAL EXPENSES	475,000	100%					475,000
Unit of Service Type	#N/A						
Number of UOS per Service Mode	24						24
Cost Per UOS by Service Mode	\$19,791.67						N/A
Number of UDC/NOC per Service Mode							

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: B-1a
 Appendix Term: 07/01/2022-06/30/2023
 Funding Source: General Fund

2) OPERATING EXPENSES:

Consultants/Subcontractors:

Consult/Subcontractr Name	Service Description	Rate/Formula	Cost
TBD	Healthy Food Supplements		\$ 381,818
TBD	Interns for WIC		\$ 50,000
Total Consultants/Subcontractors:			\$ 431,818

TOTAL OPERATING EXPENSES: \$ 431,818

TOTAL DIRECT COSTS: \$ 431,818

4) INDIRECT COSTS

Please list here the personnel and ledger expenses that are included in your shared costs?

	Amount
	\$ 43,182

Indirect Rate: 10.00%
TOTAL INDIRECT COSTS: \$ 43,182

TOTAL EXPENSES: \$ 475,000

Contractor: San Francisco Public Health Foundation			Appendix: B-1b				
Program: PHD Food Security			Appendix Term: 07/01/2023-06/30/2024				
			Funding Source: General Fund				
UOS COST ALLOCATION BY SERVICE MODE							
Service Modes:	Program Admin						
Operating Expenses	Expense	%					Totals
Total Occupancy		0%					-
Total Materials and Supplies		0%					-
Total General Operating		0%					-
Total Staff Travel		0%					-
Consultants/Subcontractor:							
Consultant TBD	381,818	100%					381,818
Consultant TBD	50,000	100%					50,000
Other (specify):							-
							-
Total Operating Expenses	431,818	100%					431,818
Total Direct Expenses	431,818	100%					431,818
Indirect Expenses 10.0%	43,182	100%					43,182
TOTAL EXPENSES	475,000	100%					475,000
Unit of Service Type	#N/A						
Number of UOS per Service Mode	24						24
Cost Per UOS by Service Mode	\$19,791.67						N/A
Number of UDC/NOC per Service Mode							

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: B-1b
 Appendix Term: 07/01/2023-06/30/2024
 Funding Source: General Fund

Consultants/Subcontractors:

Consult/Subcontract Name	Service Description	Rate/Formula	Cost
TBD	Healthy Food Supplements		\$ 381,818
TBD	Interns for WIC		\$ 50,000
Total Consultants/Subcontractors:			\$ 431,818

TOTAL OPERATING EXPENSES: \$ 431,818

TOTAL DIRECT COSTS: \$ 431,818

4) INDIRECT COSTS

	Amount
	\$ 43,182

Indirect Rate: **10.00%**
TOTAL INDIRECT COSTS: \$ 43,182

TOTAL EXPENSES: \$ 475,000

Contractor: San Francisco Public Health Foundation			Appendix: B-2					
Program: PHD Food Security			Appendix Term: 07/01/2021-06/30/2022					
			Funding Source: SDDT					
UOS COST ALLOCATION BY SERVICE MODE								
Service Modes:	Program Admin							
Operating Expenses	Expense	%						Totals
Total Occupancy		0%						
Total Materials and Supplies		0%						
Total General Operating		0%						-
Total Staff Travel		0%						-
Consultants/Subcontractor:								
EatSF	900,000	100%						900,000
Heart of the City Farmer's Market	700,000	100%						700,000
Consultant TBD	59,379	8%						59,379
Other (specify):								
Total Operating Expenses	1,659,379	100%						1,659,379
Total Direct Expenses	1,659,379	100%						1,659,379
Indirect Expenses 10.0%	165,938	100%						165,938
TOTAL EXPENSES	1,825,317	100%						1,825,317
Unit of Service Type	#N/A							
Number of UOS per Service Mode	24							24
Cost Per UOS by Service Mode	\$76,054.88							N/A
Number of UDC/NOC per Service Mode								

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: B-2
 Appendix Term: 07/01/2021-06/30/2022
 Funding Source: SDDT

1a) SALARIES

2) OPERATING EXPENSES:

Consultants/Subcontractors:

Consult/Subcontractr Name	Service Description	Rate/Formula	Cost
EatSF	Fruit & vegetable voucher distribution to priority populations.		\$ 900,000
Heart of the City Farmer's Market	Market Match program		\$ 700,000
Consultant TBD	Emerging needs		\$ 59,379
Total Consultants/Subcontractors:			\$ 1,659,379

TOTAL OPERATING EXPENSES: \$ 1,659,379

TOTAL DIRECT COSTS: \$ 1,659,379

4) INDIRECT COSTS

	Amount
	\$ 165,938

Indirect Rate: **10.00%**
TOTAL INDIRECT COSTS: \$ 165,938

TOTAL EXPENSES: \$ 1,825,317

BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
 Program Name: PHD Food Security

Appendix: B-2a
 Appendix Term: 07/01/2021-06/30/2022
 Funding Source: General Fund

1a) SALARIES

2) OPERATING EXPENSES:

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office supplies			\$ 6,365
Total Materials & Supplies:			\$ 6,365

Consultants/Subcontractors:

Consult/Subcontractor Name	Service Description	Rate/Formula	Cost
SFAAFBC	food security		\$ 150,000
Bayview Hunters Point			
Community Advocates	food security		\$ 100,000
Farming Hope	food security		\$ 100,000
SisterWeb	food security		\$ 100,000
Community Well	food security		\$ 30,000
SOMCAN	food security		\$ 15,000
BMagic	food security		\$ 85,000
IFR	food security		\$ 50,000
Total Consultants/Subcontractors:			\$ 630,000

TOTAL OPERATING EXPENSES: \$ 636,365

TOTAL DIRECT COSTS: \$ 636,365

4) INDIRECT COSTS

	Amount
	\$ 63,635

Indirect Rate: 10.00%
TOTAL INDIRECT COSTS: \$ 63,635

TOTAL EXPENSES: \$ 700,000

Contractor: San Francisco Public Health Foundation			Appendix: B-2a			
Program: PHD Food Security			Appendix Term: 07/01/2021-06/30/2022			
Full Contract Term: 07/01/2021-07/31/2024			Funding Source: SDDT			
UOS COST ALLOCATION BY SERVICE MODE						
Service Modes:	Program Admin					
Operating Expenses	Expense	%				Totals
Total Occupancy		0%				-
Total Materials and Supplies	6,365	100%				6,365
Total General Operating		0%				-
Total Staff Travel		0%				-
Consultants/Subcontractor:						
SFAAFBC	150,000	100%				150,000
Bayview Hunters Point Community Advoca	100,000	100%				100,000
Farming Hope	100,000	100%				100,000
SisterWeb	100,000					100,000
Community Well	30,000					30,000
SOMCAN	15,000					15,000
BMagic	85,000					85,000
IFR	50,000	50%				50,000
Other (specify):						-
		0%				-
Total Operating Expenses	636,365	100%				636,365
Total Direct Expenses	636,365	100%				636,365
Indirect Expenses 10.0%	63,635	100%				63,635
TOTAL EXPENSES	700,000	100%				700,000
Unit of Service Type	#N/A					
Number of UOS per Service Mode	96					96
Cost Per UOS by Service Mode	\$7,291.67					N/A
Number of UDC/NOC per Service Mode						

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Contractor: <u>San Francisco Public Health Foundation</u>			Appendix: B-2b				
Program: <u>PHD Food Security</u>			Appendix Term: 07/01/2022-06/30/2023				
			Funding Source: SDDT				
UOS COST ALLOCATION BY SERVICE MODE							
Service Modes:	Program Admin						
Operating Expenses	Expense	%					Totals
Total Occupancy		0%					-
Total Materials and Supplies		0%					-
Total General Operating		0%					-
Total Staff Travel		0%					-
Consultants/Subcontractor:							
TBD	909,100	100%					909,100
							-
Other (specify):							-
							-
Total Operating Expenses	909,100	100%					909,100
Total Direct Expenses	909,100	100%					909,100
Indirect Expenses 10.0%	90,900	100%					90,900
TOTAL EXPENSES	1,000,000	100%					1,000,000
Unit of Service Type	#N/A						
Number of UOS per Service Mode	24						24
Cost Per UOS by Service Mode	\$41,666.67						N/A
Number of UDC/NOC per Service Mode							

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: B-2b
 Appendix Term: 07/01/2022-06/30/2023
 Funding Source: SDDT

Consultants/Subcontractors:

Consult/Subcontract Name	Service Description	Rate/Formula	Cost
TBD			\$ 909,100
Total Consultants/Subcontractors:			\$ 909,100

TOTAL OPERATING EXPENSES: \$ 909,100

TOTAL DIRECT COSTS: \$ 909,100

4) INDIRECT COSTS

	Amount
	\$ 90,900

Indirect Rate: 10.00%
TOTAL INDIRECT COSTS: \$ 90,900

TOTAL EXPENSES: \$ 1,000,000

Contractor: San Francisco Public Health Foundation			Appendix: B-2c			
Program: PHD Food Security			Appendix Term: 07/01/2023-06/30/2024			
			Funding Source: SDDT			
UOS COST ALLOCATION BY SERVICE MODE						
Service Modes:	Program Admin					
Operating Expenses	Expense	%				Totals
Total Occupancy		0%				-
Total Materials and Supplies		0%				-
Total General Operating		0%				-
Total Staff Travel		0%				-
Consultants/Subcontractor:						
TBD	909,100	100%				909,100
TBD		0%				-
Other (specify):						-
						-
Total Operating Expenses	909,100	100%				909,100
Total Direct Expenses	909,100	100%				909,100
Indirect Expenses 10.0%	90,900	100%				90,900
TOTAL EXPENSES	1,000,000	100%				1,000,000
Unit of Service Type	#N/A					
Number of UOS per Service Mode	24					24
Cost Per UOS by Service Mode	\$41,666.67					N/A
Number of UDC/NOC per Service Mode						

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
 Program Name: PHD Food Security

Appendix: B-2c
 Appendix Term: 07/01/2023-06/30/2024
 Funding Source: SDDT

Consultants/Subcontractors:

Consult/Subcontract Name	Service Description	Rate/Formula	Cost
TBD			\$ 909,100
Total Consultants/Subcontractors:			\$ 909,100

TOTAL OPERATING EXPENSES: \$ 909,100

TOTAL DIRECT COSTS: \$ 909,100

4) INDIRECT COSTS

	Amount
	\$ 90,900

Indirect Rate: 10.00%
TOTAL INDIRECT COSTS: \$ 90,900

TOTAL EXPENSES: \$ 1,000,000

Contractor: San Francisco Public Health Foundation
 Program: PHD Food Security

Appendix: **B-3**
 Appendix Term: **07/01/2021-06/30/2022**
 Funding Source: **Addback Funds**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:		Program Admin						
Operating Expenses	Expense	%						Totals
Total Occupancy		0%						
Total Materials and Supplies		0%						
Total General Operating		0%						-
Total Staff Travel		0%						-
Consultants/Subcontractor:								
Farming Hope	173,636	100%						173,636
Other (specify):								
Total Operating Expenses	173,636	100%						173,636
Total Direct Expenses	173,636	100%						173,636
Indirect Expenses 10.0%	17,364	100%						17,364
TOTAL EXPENSES	191,000	100%						191,000
Unit of Service Type	#N/A							
Number of UOS per Service Mode	12							12
Cost Per UOS by Service Mode	\$15,916.67							N/A
Number of UDC/NOC per Service Mode								

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: B-3
 Appendix Term: 07/01/2021-06/30/2022
 Funding Source: **Addback Funds**

1a) SALARIES

2) OPERATING EXPENSES:

Consultants/Subcontractors:

Consult/Subcontract Name	Service Description	Rate/Formula	Cost
Farming Hope	Urban agriculture with workforce development component & food distribution program.		\$ 173,636
Total Consultants/Subcontractors:			\$ 173,636

TOTAL OPERATING EXPENSES: \$ 173,636

TOTAL DIRECT COSTS: \$ 173,636

4) INDIRECT COSTS

	Amount
	\$ 17,364

Indirect Rate: 10.00%
TOTAL INDIRECT COSTS: \$ 17,364

TOTAL EXPENSES: \$ 191,000

Contractor: San Francisco Public Health Foundation
 Program: PHD Food Security

Appendix: **B-4**
 Appendix Term: **07/01/2021-06/30/2022**
 Funding Source: **Dream Keepers Initiative**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:	Program Admin							
Operating Expenses	Expense	%						Totals
Total Occupancy		0%						
Total Materials and Supplies		0%						
Total General Operating		0%						-
Total Staff Travel		0%						-
Consultants/Subcontractor:								
TBD	1,163,636	100%						1,163,636
Other (specify):	200,000							200,000
Total Operating Expenses	1,363,636	100%						1,363,636
Total Direct Expenses	1,363,636	100%						1,363,636
Indirect Expenses 10.0%	136,364	100%						136,364
TOTAL EXPENSES	1,500,000	100%						1,500,000
Unit of Service Type	#N/A							
Number of UOS per Service Mode	42							42
Cost Per UOS by Service Mode	\$35,714.29							N/A
Number of UDC/NOC per Service Mode								

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: B-4
 Appendix Term: 07/01/2021-06/30/2022
 Funding Source: Dream Keepers Initiative

1a) SALARIES

Consultants/Subcontractors:

Consult/Subcontract Name	Service Description	Rate/Formula	Cost
TBD	6-10 community based organizations to be selected by RFP.		\$ 1,163,636
Total Consultants/Subcontractors:			\$ 1,163,636

Other:

Expense Item	Brief Description	Rate/Formula	Cost
Support for the Feeding 5,000 event	Assisting the San Francisco African American Faith Based Coalition event to distribute food to residents of the Bayview Hunters Point neighborhoods on December 11, 2021.		\$ 200,000
Total Other:			\$ 200,000

TOTAL OPERATING EXPENSES: \$ 1,363,636

TOTAL DIRECT COSTS: \$ 1,363,636

4) INDIRECT COSTS

	Amount
	\$ 136,364

Indirect Rate: 10.00%
TOTAL INDIRECT COSTS: \$ 136,364

TOTAL EXPENSES: \$ 1,500,000

Contractor: San Francisco Public Health Foundation

Appendix: **B-5**

Program: PHD Food Security

Appendix Term: **08/01/2021-07/31/2022**

Funding Source: **CDC CHW Grant 93.495**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:	Program Admin							
Operating Expenses	Expense	%						Totals
Total Occupancy		0%						-
Total Materials and Supplies		0%						-
Total General Operating		0%						-
Total Staff Travel		0%						-
Consultants/Subcontractor:								
TBD	227,275	100%						227,275
Other (specify):								
Total Operating Expenses	227,275	100%						227,275
Total Direct Expenses	227,275	100%						227,275
Indirect Expenses 10.0%	22,725	100%						22,725
TOTAL EXPENSES	250,000	100%						250,000
Unit of Service Type	#N/A							
Number of UOS per Service Mode	12							12
Cost Per UOS by Service Mode	\$20,833.33							N/A
Number of UDC/NOC per Service Mode								

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: **B-5**
 Appendix Term: **08/01/2021-07/31/2022**
 Funding Source: **CDC CHW Grant 93.495**

Consultants/Subcontractors:

Consult/Subcontractr Name	Service Description	Rate/Formula	Cost
TBD	Support for the work of Community Health Workers in targeted communities to encourage vaccination and other preventative health behaviors.		\$ 227,275
Total Consultants/Subcontractors:			\$ 227,275

TOTAL OPERATING EXPENSES: \$ 227,275

TOTAL DIRECT COSTS: \$ 227,275

4) INDIRECT COSTS

	Amount
	\$ 22,725

Indirect Rate: 10.00%
TOTAL INDIRECT COSTS: \$ 22,725

TOTAL EXPENSES: \$ 250,000

Contractor: San Francisco Public Health Foundation

Program: PHD Food Security

Appendix: **B-5a**

Appendix Term: **08/01/2022-07/31/2023**

Funding Source: **CDC CHW Grant 93.495**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:	Program Admin							
Operating Expenses	Expense	%						Totals
Total Occupancy		0%						-
Total Materials and Supplies		0%						-
Total General Operating		0%						-
Total Staff Travel		0%						-
Consultants/Subcontractor:								
TBD	236,366	100%						236,366
TBD		0%						-
Other (specify):								-
								-
								-
Total Operating Expenses	236,366	100%						236,366
Total Direct Expenses	236,366	100%						236,366
Indirect Expenses 10.0%	23,634	100%						23,634
TOTAL EXPENSES	260,000	100%						260,000
Unit of Service Type	#N/A							
Number of UOS per Service Mode	12							12
Cost Per UOS by Service Mode	\$21,666.67							N/A
Number of UDC/NOC per Service Mode								

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: **B-5a**
 Appendix Term: **08/01/2022-07/31/2023**
 Funding Source: **CDC CHW Grant 93.495**

Consultants/Subcontractors:

Consult/Subcontractr Name	Service Description	Rate/Formula	Cost
TBD	Support for the work of Community Health Workers in targeted communities to encourage vaccination and other preventative health behaviors.		\$ 236,366
Total Consultants/Subcontractors:			\$ 236,366

TOTAL OPERATING EXPENSES: \$ 236,366

TOTAL DIRECT COSTS: \$ 236,366

4) INDIRECT COSTS

	Amount
	\$ 23,634

Indirect Rate: **10.00%**

TOTAL INDIRECT COSTS: \$ 23,634

TOTAL EXPENSES: \$ 260,000

Contractor: San Francisco Public Health Foundation

Program: PHD Food Security

Appendix: **B-5b**

Appendix Term: **08/01/2023-07/31/2024**

Funding Source: **CDC CHW Grant 93.495**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:	Program Admin							
Operating Expenses	Expense	%						Totals
Total Occupancy		0%						-
Total Materials and Supplies		0%						-
Total General Operating		0%						-
Total Staff Travel		0%						-
Consultants/Subcontractor:								
TBD	245,820	100%						245,820
TBD		0%						-
Other (specify):								
								-
								-
Total Operating Expenses	245,820	100%						245,820
Total Direct Expenses	245,820	100%						245,820
Indirect Expenses 10.0%	24,580	100%						24,580
TOTAL EXPENSES	270,400	100%						270,400
Unit of Service Type	#N/A							
Number of UOS per Service Mode	12							12
Cost Per UOS by Service Mode	\$22,533.33							N/A
Number of UDC/NOC per Service Mode								

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BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: **B-5b**
 Appendix Term: **08/01/2023-07/31/2024**
 Funding Source: **CDC CHW Grant 93.495**

Consultants/Subcontractors:

Consult/Subcontractr Name	Service Description	Rate/Formula	Cost
TBD	Support for the work of Community Health Workers in targeted communities to encourage vaccination and other preventative health behaviors.		\$ 245,820
Total Consultants/Subcontractors:			\$ 245,820

TOTAL OPERATING EXPENSES: \$ 245,820

TOTAL DIRECT COSTS: \$ 245,820

4) INDIRECT COSTS

	Amount
	\$ 24,580

Indirect Rate: **10.00%**
TOTAL INDIRECT COSTS: \$ 24,580

TOTAL EXPENSES: \$ 270,400

Contractor: San Francisco Public Health Foundation

Appendix: **B-6**

Program: PHD Food Security

Appendix Term: **08/01/2021-07/31/2022**

Funding Source: **CDC-RFA-DP21-2111**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:	Program Admin							
Operating Expenses	Expense	%						Totals
Total Occupancy		0%						-
Total Materials and Supplies	6,640	100%						6,640
Total General Operating		0%						-
Total Staff Travel		0%						-
Consultants/Subcontractor:								
TBD	38,000	100%						38,000
TBD	6,000	100%						6,000
TBD	15,000							15,000
TBD	36,000							36,000
TBD	12,000							12,000
Other (specify):								-
								-
Total Operating Expenses	113,640	100%						113,640
Total Direct Expenses	113,640	100%						113,640
Indirect Expenses 10.0%	11,360	100%						11,360
TOTAL EXPENSES	125,000	100%						125,000
Unit of Service Type	#N/A							
Number of UOS per Service Mode	11							11
Cost Per UOS by Service Mode	\$11,363.64							N/A
Number of UDC/NOC per Service Mode								

Rev: 02/18

BUDGET JUSTIFICATION

Contractor Name San Francisco Public Health Foundation
Program Name: PHD Food Security

Appendix: **B-6**
 Appendix Term: **08/01/2021-07/31/2022**
 Funding Source: **CDC-RFA-DP21-2111**

1a) SALARIES

2) OPERATING EXPENSES:

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
meeting materials	food and other meeting materials		\$ 6,640
Total Materials & Supplies:			\$ 6,640

Consultants/Subcontractors:

Consult/Subcontractr Name	Service Description	Rate/Formula	Cost
TBD	Needs assessment and evaluation.		\$ 38,000
TBD	Participation of community members.		\$ 6,000
TBD	Compensation for community agencies assisting in recruitment for community evaluation.	3 organizations X \$5,000	\$ 15,000
TBD	Compensation for community agencies participating in strategic planning for project.		\$ 36,000
TBD	Compensation for lead agency .		\$ 12,000
Total Consultants/Subcontractors:			\$ 107,000

TOTAL OPERATING EXPENSES: \$ 113,640

TOTAL DIRECT COSTS: \$ 113,640

4) INDIRECT COSTS

	Amount
	\$ 11,360

Indirect Rate: **10.00%**
TOTAL INDIRECT COSTS: \$ 11,360

TOTAL EXPENSES: \$ 125,000

Appendix C

Reserved

Appendix D FEMA CONTRACT REQUIREMENTS

1. Contract Requirements. This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

2. Remedies for Breach. In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

3. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.

4. Termination for Cause. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.

5. Work Hours and Safety Standards. If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions. If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

7. Clean Air Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Federal Water Pollution Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension. If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. Time and Material Contracts. To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

12. MBE/WBE Outreach. Contractor must, at a minimum, take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as Subcontractors on this Project:

A. Place qualified small and minority businesses and women's business enterprises on Contractor's solicitation list for this Project;

B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for this Project;

C. Divide the subcontracts, when feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13. Access to Records. The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

18. Byrd Anti-Lobbying Certification.

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor, **San Francisco Public Health Foundation**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Penny Eardley

Signature of Contractor's Authorized Official

Penny Eardley, Executive Director

Name and Title of Contractor's Authorized Official

3/9/2022 | 4:58:14 MST

Date

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

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

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

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

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

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

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

1. Definitions.

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

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San Francisco Department of Public Health

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

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

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

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

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

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

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

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

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

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect

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San Francisco Department of Public Health

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to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

2. Obligations of Business Associate.

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

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

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San Francisco Department of Public Health

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

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of

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San Francisco Department of Public Health

Business Associate Agreement

the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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Business Associate Agreement

Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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

3. Termination.

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

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

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

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

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

Office of Compliance and Privacy Affairs
 San Francisco Department of Public Health
 101 Grove Street, Room 330, San Francisco, CA 94102
 Email: compliance.privacy@sfdph.org
 Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:		Contractor City Vendor ID	
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-1a
07/01/2022-06/30/2023
PAGE A

Contractor: San Francisco Public Health Founda
Address: 1 Hallidie Plaza, Suite 808
San Francisco, CA 94102
Contract ID #: 100021500
Invoice Number: A-1JUL22
Contract Purchase Order No:
Funding Source: GF
Program Name: PHD Food Security
ACE Control #:
Invoice Period: 07/1/22 - 07/31/22
FINAL Invoice (check if Yes)



DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-1a
07/01/2022-06/30/2023
PAGE B

Contractor: San Francisco Public Health Foundation
Address: 1 Hallidie Plaza, Suite 808
San Francisco, CA 94102
Contract ID #: 100021500
Invoice Number: A-1JUL22
Contract Purchase Order No:
Fund Source: GF
Program Name: PHD Food Security
ACE Control #:
Invoice Period: 07/1/22 - 07/31/22
FINAL Invoice (check if Yes)

Table with columns: DELIVERABLES, TOTAL CONTRACTED UOS, NOC, DELIVERED THIS PERIOD UOS, NOC, DELIVERED TO DATE UOS, NOC, % OF TOTAL UOS, NOC, REMAINING DELIVERABLES UOS, NOC. Includes row for Program Administration / Consultant Management.

Table with columns: EXPENDITURES, BUDGET, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE. Lists categories like Total Salaries, Operating Expenses, Materials and Supplies, etc.

DETAIL PERSONNEL EXPENDITURES

Table with columns: PERSONNEL, FTE, BUDGETED SALARY, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE.

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

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

Signature: _____ Date: _____
Title: _____

Certified By: _____ Date: _____
Title: _____

Send to: SFDPH Fiscal / Invoice Processing
aidsoffice@sfdph.org
By: _____ Date: _____
Attn: Contract Payments (DPH Authorized Signatory)

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-1b 07/01/2023-06/30/2024 PAGE A

Contractor: San Francisco Public Health Foundation, Contract ID #: 100021500, Invoice Number: A-1JUL23, Address: 1 Hallidie Plaza, Suite 808, San Francisco, CA 94102, Telephone: 415-504-6738, Fax: [Redacted], Program Name: PHD Food Security, ACE Control #: [Redacted], Funding Source: GF, Department ID-Authority ID: [Redacted], Project ID-Activity ID: [Redacted], Invoice Period: 07/1/23 - 07/31/23, FINAL Invoice [] (check if Yes)

Table with columns: DELIVERABLES, TOTAL CONTRACTED UOS, NOC, DELIVERED THIS PERIOD UOS, NOC, DELIVERED TO DATE UOS, NOC, % OF TOTAL UOS, NOC, REMAINING DELIVERABLES UOS, NOC. Includes 'Number of Clients for Appendix' row.

Table with columns: EXPENDITURES, BUDGET, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE. Rows include Total Salaries, Fringe Benefits, Total Personnel Expenses, Operating Expenses, Materials and Supplies, General Operating, Staff Travel, Consultant/Subcontractor, Other, Total Operating Expenses, Capital Expenditures, TOTAL DIRECT EXPENSES, Indirect Expenses, TOTAL EXPENSES, LESS: Initial Payment Recovery, Other Adjustments, REIMBURSEMENT.

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

Send to: SFDPH Fiscal / Invoice Processing, aidsoffice@sfdph.org, Attn: Contract Payments, By: _____ Date: _____ (DPH Authorized Signatory)

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-1b 07/01/2023-06/30/2024 PAGE B

Contractor: San Francisco Public Health Foundation, Contract ID #: 100021500, Invoice Number: A-1JUL23, Address: 1 Hallidie Plaza, Suite 808, San Francisco, CA 94102, Telephone: 415-504-6738, Fax: [Redacted], Program Name: PHD Food Security, ACE Control #: [Redacted], Funding Source: GF, Department ID-Authority ID: [Redacted], Project ID-Activity ID: [Redacted], Invoice Period: 07/1/23 - 07/31/23, FINAL Invoice [] (check if Yes)

DETAIL PERSONNEL EXPENDITURES

Table with columns: PERSONNEL, FTE, BUDGETED SALARY, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE. Includes 'TOTAL SALARIES' row.

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

Certified By: _____ Date: _____ Title: _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

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

Contractor: San Francisco Public Health Foundation Contract ID # 100021500 Address: 1 Hallidie Plaza, Suite 808 San Francisco, CA 94102

Invoice Number A-2JUL21

Telephone: 415-504-6738 Fax:



Contract Purchase Order No:

Funding Source: SDDT

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 07/1/21 - 07/31/21

FINAL Invoice (check if Yes)

Program Name: PHD Food Security

ACE Control #:

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

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

Contractor: San Francisco Public Health Foundation Invoice Number A-2JUL21 Address: 1 Hallidie Plaza, Suite 808 San Francisco, CA 94102

Telephone: 415-504-6738 Fax:

Contract Purchase Order No:

Fund Source: SDDT

Department ID-Authority ID:

Project ID-Activity ID:

Program Name: PHD Food Security

ACE Control #:

Invoice Period: 07/1/21 - 07/31/21

FINAL Invoice (check if Yes)

Table with columns: DELIVERABLES, TOTAL CONTRACTED UOS, NOC, DELIVERED THIS PERIOD UOS, NOC, DELIVERED TO DATE UOS, NOC, % OF TOTAL UOS, NOC, REMAINING DELIVERABLES UOS, NOC. Includes sub-table for Number of Clients for Appendix.

Table with columns: EXPENDITURES, BUDGET, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE. Rows include Total Salaries, Fringe Benefits, Total Personnel Expenses, Operating Expenses, Occupancy, Materials and Supplies, General Operating, Staff Travel, Consultant/Subcontractor, Other, Total Operating Expenses, Capital Expenditures, Total Direct Expenses, Indirect Expenses, Total Expenses, and REIMBURSEMENT.

DETAIL PERSONNEL EXPENDITURES

Table with columns: PERSONNEL, FTE, BUDGETED SALARY, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE.

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

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

Signature: _____ Date: _____ Title: _____

Certified By: _____ Date: _____ Title: _____

Send to: SFDPH Fiscal / Invoice Processing aidsoffice@sfdph.org. Attn: Contract Payments. By: _____ Date: _____ (DPH Authorized Signatory)

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-2c 07/01/2023-06/30/2024 PAGE A

Contract ID # 100021500 Invoice Number A-2JUL23 Contractor: San Francisco Public Health Foundation Address: 1 Hallidie Plaza, Suite 808 San Francisco, CA 94102



Telephone: 415-504-6738 Fax:

Contract Purchase Order No:

Funding Source: SDDT

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 07/1/23 - 07/31/23

FINAL Invoice (check if Yes)

DELIVERABLES table with columns for UOS, NOC, and UOS/NOC for this period and to date.

Number of Clients for Appendix table with columns for NOC.

EXPENDITURES table with columns for Budget, Expenses This Period, Expenses To Date, % of Budget, and Remaining Balance. Rows include Total Salaries, Operating Expenses, Materials and Supplies, General Operating, Staff Travel, Consultant/Subcontractor, and Other.

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract.

Signature: _____ Date: _____

Title: _____

Send to: SFDPH Fiscal / Invoice Processing aidsoffice@sfdph.org Attn: Contract Payments By: _____ Date: _____ (DPH Authorized Signatory)

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-2c 07/01/2023-06/30/2024 PAGE B

Contract ID # 100021500 Invoice Number A-2JUL23 Contractor: San Francisco Public Health Foundation Address: 1 Hallidie Plaza, Suite 808 San Francisco, CA 94102

Telephone: 415-504-6738 Fax:

Contract Purchase Order No:

Funding Source: SDDT

Department ID-Authority ID:

Project ID-Activity ID:

Program Name: PHD Food Security

ACE Control #: _____

FINAL Invoice (check if Yes)

Invoice Period: 07/1/23 - 07/31/23

FINAL Invoice (check if Yes)

DETAIL PERSONNEL EXPENDITURES

Table with columns: PERSONNEL, FTE, BUDGETED SALARY, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE.

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract.

Certified By: _____

Date: _____

Title: _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-4
07/01/2021-06/30/2022
PAGE A

Contractor: San Francisco Public Health Founda
Address: 1 Hallidie Plaza, Suite 808
San Francisco, CA 94102

Telephone: 415-504-6738
Fax:

Program Name: PHD Food Security

ACE Control #:

Contract ID #
100021500

CHEP

Invoice Number
A-4JUL21

Contract Purchase Order No:

Funding Source: Dream Keepers Initiative

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 07/1/21 - 07/31/21

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Program Administration /Consultant Management	42								42	

NOC NOC NOC NOC NOC

Number of Clients for Appendix

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
	Total Salaries (See Page B)				
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor	\$1,163,636				\$1,163,636.00
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$200,000				\$200,000.00
Total Operating Expenses	\$1,363,636				\$1,363,636.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$1,363,636				\$1,363,636.00
Indirect Expenses	\$136,364				\$136,364.00
TOTAL EXPENSES	\$1,500,000				\$1,500,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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

Signature: _____ Date: _____
Title: _____

Send to: SFDPH Fiscal / Invoice Processing
aidsoffice@sfdph.org

By: _____ Date: _____
Attn: Contract Payments (DPH Authorized Signatory)

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-4
07/01/2021-06/30/2022
PAGE B

Contractor: San Francisco Public Health Foundation
Address: 1 Hallidie Plaza, Suite 808
San Francisco, CA 94102

Telephone: 415-504-6738
Fax:

Program Name: PHD Food Security

ACE Control #:

Invoice Number
A-4JUL21

Contract Purchase Order No:

Fund Source: Dream Keepers Initiative

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 07/1/21 - 07/31/21

FINAL Invoice (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
TOTAL SALARIES						

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

Certified By: _____ Date: _____
Title: _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-5b
08/01/2023-07/31/2024
PAGE A

Contract ID #
Contractor: San Francisco Public Health Foundation
Address: 1 Hallidie Plaza, Suite 808
San Francisco, CA 94102

Invoice Number
A-5AUG23

Telephone: 415-504-6738
Fax:



Contract Purchase Order No:

Funding Source: CDC CHW Grant 93.495

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 08/1/23 - 08/31/23

FINAL Invoice (check if Yes)

Program Name: PHD Food Security

ACE Control #:

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Program Administration /Consultant Management	12								12	

Number of Clients for Appendix	NOC		NOC		NOC		NOC		NOC	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD		EXPENSES TO DATE		% OF BUDGET		REMAINING BALANCE	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Total Salaries (See Page B)										
Fringe Benefits										
Total Personnel Expenses										
Operating Expenses:										
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)										
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)										
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)										
Staff Travel -(e.g., Local & Out of Town)										
Consultant/Subcontractor		\$245,820								\$245,820.00
Other -(Meals, Audit, Transportation Reimb, Stipends, Facilitators)										
Total Operating Expenses		\$245,820								\$245,820.00
Capital Expenditures										
TOTAL DIRECT EXPENSES		\$245,820								\$245,820.00
Indirect Expenses		\$24,580								\$24,580.00
TOTAL EXPENSES		\$270,400								\$270,400.00
LESS: Initial Payment Recovery										
Other Adjustments (Enter as negative, if appropriate)										
REIMBURSEMENT										

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

Signature: _____ Date: _____

Title: _____

Send to: SFDPH Fiscal / Invoice Processing aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
Attn: Contract Payments		

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-5b
08/01/2023-07/31/2024
PAGE B

Contractor: San Francisco Public Health Foundation
Address: 1 Hallidie Plaza, Suite 808
San Francisco, CA 94102

Invoice Number
A-5AUG23

Telephone: 415-504-6738
Fax:

Contract Purchase Order No:

Fund Source: CDC CHW Grant 93.495

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 08/1/23 - 08/31/23

FINAL Invoice (check if Yes)

Program Name: PHD Food Security

ACE Control #:

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	BUDGETED SALARY		EXPENSES THIS PERIOD		EXPENSES TO DATE		% OF BUDGET		REMAINING BALANCE	
	FTE	NOC	FTE	NOC	FTE	NOC	FTE	NOC	FTE	NOC
TOTAL SALARIES										

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

Certified By: _____

Date: _____

Title: _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-6 08/01/2021-07/31/2022 PAGE A

Contractor: San Francisco Public Health Foundation Contract ID # 100021500 Address: 1 Hallidie Plaza, Suite 808 San Francisco, CA 94102

Invoice Number A-6AUG21

Telephone: 415-504-6738 Fax:



Contract Purchase Order No:

Funding Source: CDC-RFA-DP21-2111

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 08/1/21 - 08/31/21

FINAL Invoice (check if Yes)

Program Name: PHD Food Security

ACE Control #:

Table with 10 columns: DELIVERABLES, UOS, NOC, UOS, NOC, UOS, NOC, UOS, NOC, UOS, NOC. Includes rows for Program Administration/Consultant Management and Number of Clients for Appendix.

EXPENDITURES

Table with 5 columns: BUDGET, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE. Lists various expense categories like Total Salaries, Operating Expenses, Materials and Supplies, and Total Direct Expenses.

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract.

Signature: Date:

Title:

Send to: SFDPH Fiscal / Invoice Processing aidsoffice@sfdph.org

Attn: Contract Payments

By: Date:

(DPH Authorized Signatory)

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-6 08/01/2021-07/31/2022 PAGE B

Contractor: San Francisco Public Health Foundation Invoice Number A-6AUG21 Address: 1 Hallidie Plaza, Suite 808 San Francisco, CA 94102

Invoice Number A-6AUG21

Telephone: 415-504-6738 Fax:

Contract Purchase Order No:

Fund Source: CDC-RFA-DP21-2111

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 08/1/21 - 08/31/21

FINAL Invoice (check if Yes)

Program Name: PHD Food Security

ACE Control #:

DETAIL PERSONNEL EXPENDITURES

Table with 7 columns: PERSONNEL, FTE, BUDGETED SALARY, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE. Includes a TOTAL SALARIES row at the bottom.

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract.

Certified By: Date:

Date:

Title:

Appendix G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

Appendix G

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

**Appendix H
Reserved**

**Appendix I
Reserved**

Appendix J
Reserved

APPENDIX K

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

1.2 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1.2.1 Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

1.7 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

1.8 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

1.9 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

1.10 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

1.11 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

1.12 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

1.13 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

1.14 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

1.15 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

1.16 Removable media devices.

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

1.17 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

1.18 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

1.19 System Timeout.

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

1.20 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

1.21 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

1.24 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

1.27 Disaster Recovery.

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

1.28 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

1.29 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

1.34 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data

breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Reserved. (Medical Malpractice Indemnification).

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

3.2.1 Investigation of Breach and Security Incidents: The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

3.2.2 Written Report: Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3.2.3 Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

3.2.4 Sample Notification to Individuals: If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 Media Communications

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

Attachment 1 to Appendix K System Specific Requirements

I. For Access to SFDPH Epic through Care Link the following terms shall apply:

A. SFDPH Care Link Requirements:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Compliance with Epic Terms and Conditions.

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

3. Epic-Provided Terms and Conditions

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.

- a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Information Technology (IT) Support.

- a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2022

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

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

PRODUCER Calender-Robinson Company, Inc. 0267063 233 Sansome St. Ste 508 San Francisco CA 94104	CONTACT NAME: Katherine Berkman PHONE (A/C, No, Ext): (415) 978-3800 FAX (A/C, No): (415) 978-3825 E-MAIL ADDRESS: kberkman@calrob.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
San Francisco Public Health Foundation 1 Hallidie Plaza #808 San Francisco CA 94102	INSURER A : Nonprofits' Insurance Alliance of CA (NIAC) INSURER B : Hartford Fire Insurance Co. 19682 INSURER C : AXIS Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL221331519 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Professional Liability <input checked="" type="checkbox"/> @ \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2022-01142-NPO	02/04/2022	02/04/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2022-01142-NPO	02/04/2022	02/04/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2022-01142-UMB-NPO	02/04/2022	02/04/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	57WECAF3VEB	04/19/2021	04/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			P-001-000153129-03	06/01/2021	06/01/2022	Each claim \$ 5,000,000 Aggregate \$ 5,000,000

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

City & County of San Francisco and the Dept. of Public Health and all respective officers, agents & employees are included as additional insured as per the attached endorsement

CERTIFICATE HOLDER City & County of San Francisco Dept. of Public Health 101 Grove Street #402 San Francisco CA 94102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Named Insured: San Francisco Public Health Foundation

Policy: 2022-01142-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

CG 2026 (07/04)

POLICY NUMBER:

2022-01142-NPO

COMMERCIAL AUTO LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All entities named in the attached certificate of insurance

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEC AF3VEB

Endorsement Number:

Effective Date: 04/19/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: San Francisco Public Health Foundation
1 HALLIDIE PLZ STE 808
SAN FRANCISCO CA 94102

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.


SCHEDULE

Person or Organization

Job Description

City & County of San Francisco Department of Public
Health 101 Grove St Ste A02 San Francisco, CA 94102

001

Countersigned by  Authorized Representative