

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

Third Amendment

THIS **THIRD** AMENDMENT (“Amendment”) is made as of **June 1st, 2024**, in San Francisco, California, by and between **POSITIVE RESOURCE CENTER** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to **extend the performance period, increase the contract amount, and update standard contractual clauses**; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled **RFP 44-2017 issued on November 21, 2017** and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because funding source includes federal grant and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained on **July 18, 2016** from the Civil Service Commission under PSC number **2005-07/08** in the amount of **\$450,000,000** for the period commencing **07/01/2008** and ending **Continuous**; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under Resolution# _____ approved on _____ in the amount of **\$15,359,513** for the period commencing **03/01/2018** and ending **02/29/2028**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated **March 1st, 2018 (CID# 1000009024)** between Contractor and City, as amended by the:

First Amendment, dated April 1st, 2019 (CID# 1000009024), and

Second Amendment, dated January 1st, 2022 (CID# 1000009024).

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Article 2 Term of the Agreement of the Second Amendment currently reads as follows:

2.1 The term of this Agreement shall commence on the latter of: (i) **March 1, 2018**; or (ii) the Effective Date and expire on **February 28, 2026**, unless earlier terminated as otherwise provided herein.

2.2 The City has **2 (two)** 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:	03/01/2022 – 02/28/2023	Exercised
Option 2:	03/01/2023 – 02/29/2024	Exercised
Option 3:	03/01/2024 – 02/28/2025	Exercised
Option 4:	03/01/2025 – 02/28/2026	Exercised
Option 5:	03/01/2026 – 02/28/2027	

Option 6: 03/01/2027 – 02/29/2028

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

2.1 **Term.** The term of this Agreement shall commence on **March 1, 2018** and expire on **February 29, 2028**, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has the option to renew the Agreement for a period of **2 (two) years**. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

Option 1: 03/01/2022 – 02/28/2023 Exercised

Option 2: 03/01/2023 – 02/29/2024 Exercised

Option 3: 03/01/2024 – 02/28/2025 Exercised

Option 4: 03/01/2025 – 02/28/2026 Exercised

Option 5: 03/01/2026 – 02/28/2027 Exercised

Option 6: 03/01/2027 – 02/29/2028 Exercised

2.2 Section 3.3.1 Payment of the Second Amendment currently reads as follows:

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Ninety-Three Thousand Six Hundred Twenty-Two Dollars (\$9,993,622)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed **Fifteen Million Three Hundred Fifty-Nine Thousand Five Hundred Thirteen Dollars (\$15,359,513)**, the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not 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.

2.3 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B, which is a correct and updated version.

2.4 **Appendix B-1f.** Appendix B-1f is hereby replaced in its entirety by Appendix B-1f, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B-1f in any place, the true meaning shall be Appendix B-1f, which is a correct and updated version.

2.5 **Appendix B-1f.1.** Appendix B-1f.1 is hereby replaced in its entirety by Appendix B-1f.1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B-1f.1 in any place, the true meaning shall be Appendix B-1f.1, which is a correct and updated version.

2.6 **Appendix B-1f.2.** Appendix B-1f.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.7 **Appendix B-1g.** Appendix B-1g is hereby added to this Amendment and fully incorporated within the Agreement.

2.8 **Appendix B-1g.1.** Appendix B-1g.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.9 **Appendix B-1g.2.** Appendix B-1g.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.10 **Appendix B-1h.** Appendix B-1h is hereby added to this Amendment and fully incorporated within the Agreement.

2.11 **Appendix B-1h.1.** Appendix B-1h.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.12 **Appendix B-1h.2.** Appendix B-1h.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.13 **Appendix B-1i.** Appendix B-1i is hereby added to this Amendment and fully incorporated within the Agreement.

2.14 **Appendix B-1i.1.** Appendix B-1i.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.15 **Appendix B-1i.2.** Appendix B-1i.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.16 **Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v1/10/2024, and Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024, attached to this Amendment and incorporated within the Agreement.

2.17 **Appendix F-1f.** Appendix F-1f is hereby replaced in its entirety by Appendix F-1f, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix F-1f in any place, the true meaning shall be Appendix F-1f, which is a correct and updated version.

2.18 **Appendix F-1f.1.** Appendix F-1f.1 is hereby replaced in its entirety by Appendix F-1f.1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix F-1f.1 in any place, the true meaning shall be Appendix F-1f.1, which is a correct and updated version.

2.19 **Appendix F-1f.2.** Appendix F-1f.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.20 **Appendix F-1g.** Appendix F-1g is hereby added to this Amendment and fully incorporated within the Agreement.

2.21 **Appendix F-1g.1.** Appendix F-1g.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.22 **Appendix F-1g.2.** Appendix F-1g.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.23 **Appendix F-1h.** Appendix F-1h is hereby added to this Amendment and fully incorporated within the Agreement.

2.24 **Appendix F-1h.1.** Appendix F-1h.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.25 **Appendix F-1h.2.** Appendix F-1h.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.26 **Appendix F-1i.** Appendix F-1i is hereby added to this Amendment and fully incorporated within the Agreement.

2.27 **Appendix F-1i.1.** Appendix F-1i.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.28 **Appendix F-1i.2.** Appendix F-1i.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.29 **Appendix K.** Appendix K is hereby replaced in its entirety by Appendix K, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix K in any place, the true meaning shall be Appendix K, which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

3.1 Section 10.15 Public Access to Nonprofit Records and Meetings. *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

10.15 Nonprofit Contractor Requirements.

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, 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.

3.2 Section 12.3 Prevention of Fraud, Waste and Abuse. *The following section is hereby added and incorporated in Article 12 of the Agreement:*

12.3 Prevention of Fraud, Waste and Abuse. Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

3.3 Article 13 Data and Security. *Article 13 is hereby replaced in its entirety to read as follows:*

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 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed 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) (1-10-2024)**
 1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)

2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)

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

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

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the continental United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use 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 City Data, 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.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City 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 subcontractor's 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.

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

13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification.

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 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 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after **the date of this Amendment.**

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Grant Colfax, MD
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Deputy City Attorney

Approved:

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

By: _____

CONTRACTOR
POSITIVE RESOURCE CENTER

DocuSigned by:
Chuan Teng

Chuan Teng 6/12/2024 | 8:45 PM PDT
Chief Executive Officer

170 9th Street
San Francisco, CA 94103

City Supplier number: 0000012999

**Appendix B
Calculation of Charges**

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1, B-1.1, B-1.2, B-1.3, B-1a, B-1a.1, B-1a.2,
 B-1a.3, B-1b, B-1b.1, B-1b.2, B-1b.3, B-1b.4, B-1c, B-1c.1,
 B-1c.2, B-1d, B-1d.1, B-1d.2, B-1e, B-1e.1, B-1e.2, B-1f, B-1f.1
 B-1f.2, B-1g, B-1g.1, B-1g.2, B-1h, B-1h.1, B-1h.2, B-1i, B-1i.1
 B-1i.2

Appendix B-2, B-2a, B-2b

**AIDS Emergency Fund Program
 AIDS Emergency Fund Program –
 Dream Keepers Initiative**

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$661,822** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	03/01/18 – 02/28/19	Ryan White Part A	\$983,102
Original Agreement	03/01/19 – 02/29/20	Ryan White Part A	\$983,102
Original Agreement	03/01/20 – 02/28/21	Ryan White Part A	\$983,102
Original Agreement	03/01/21 – 02/28/22	Ryan White Part A	\$983,102

Revision to Program Budgets #1	10/01/18 – 02/28/19	Ryan White Part A	\$230,000
Revision to Program Budgets #1	09/30/18 – 09/29/19	SAM/State	\$158,665
Amendment #1	07/01/18 – 06/30/19	General Fund	\$120,000
Amendment #1	03/01/19 – 02/28/22	Federal Grant TBD	\$825,000
Revision to Program Budgets #2	09/30/18 – 09/29/19	SAM/State	\$141,466
Revision to Program Budgets #2	03/01/19 – 02/28/22	Federal Grant TBD	\$-141,466
Revision to Program Budgets #3	03/01/19 – 02/29/20	Ryan White Part A	\$21,562
Revision to Program Budgets #3	04/01/19 – 03/31/20	SAM/State	\$164,867
Revision to Program Budgets #3	10/01/19 – 02/29/20	Ryan White Part A	\$160,000
Revision to Program Budgets #3	03/01/20 – 02/28/21	Ryan White Part A	\$21,562
Revision to Program Budgets #3	03/01/21 – 02/28/22	Ryan White Part A	\$21,562
Revision to Program Budgets #3	03/01/19 – 02/28/22	Federal Grant TBD	\$-389,553
Revision to Program Budgets #4	03/01/2020 – 06/30/2020	General Fund	\$226,000
Revision to Program Budgets #4	03/01/2020 – 06/30/2020	Federal Grant TBD	\$-226,000
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Ryan White Part A	\$55,000
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Ryan White Part A	\$2,360
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Federal Grant TBD	\$-57,360
Revision to Program Budgets #6	08/01/2020 – 02/28/2021	Ryan White Part A	\$180,000
Revision to Program Budgets #6	08/01/2020 – 02/28/2021	Federal Grant TBD	\$-10,621
Revision to Program Budgets #7	04/01/2020 – 03/31/2021	Ryan White Part A	\$75,000
Revision to Program Budgets #8	03/01/2019 – 02/29/2020	Ryan White Part A	-\$131,807
Revision to Program Budgets #8	01/01/2021 – 06/30/2021	General Fund	\$180,000
Revision to Program Budgets #8	03/01/2021 – 06/30/2021	General Fund	\$100,000
Amendment #2	03/01/2021 – 02/28/2022	RWPA	-\$318,029
Amendment #2	03/01/2021 – 02/28/2022	RWPA	\$126,764
Amendment #2	07/01/2021 – 06/30/2022	GF	\$244,233
Amendment #2	07/01/2021 – 06/30/2022	GF	\$350,000
Amendment #2	03/01/2022 – 02/28/2023	RWPA	\$686,635
Amendment #2	07/01/2022 – 06/30/2023	GF	\$350,000
Amendment #2	03/01/2023 – 02/29/2024	RWPA	\$686,635
Amendment #2	07/01/2023 – 06/30/2024	GF	\$350,000
Amendment #2	03/01/2024 – 02/28/2025	RWPA	\$686,635
Amendment #2	07/01/2024 – 06/30/2025	GF	\$350,000
Amendment #2	03/01/2021 – 02/28/2026	TBD	\$250,000
Revision to Program Budgets #9	03/01/2021 – 02/28/2026	TBD	-\$160,000
Revision to Program Budgets #9	07/01/2021 – 06/30/2022	GF	\$160,000
Revision to Program Budgets #10	03/01/2021 – 02/28/2026	TBD	-\$90,000
Revision to Program Budgets #10	07/01/2021 – 06/30/2022	GF	-\$149,858
Revision to Program Budgets #10	07/01/2022 – 06/30/2023	GF	\$149,858
Revision to Program Budgets #10	03/01/2022 – 02/28/2023	RWPA	\$17,166
Revision to Program Budgets #10	03/01/2022 – 02/28/2023	RWPA	\$162,792

Revision to Program Budgets #10	07/01/2022 – 06/30/2023	GF	\$14,000
Revision to Program Budgets #10	03/01/2023 – 02/29/2024	RWPA	\$17,166
Revision to Program Budgets #10	07/01/2023 – 06/30/2024	GF	\$14,000
Revision to Program Budgets #10	03/01/2024 – 02/28/2025	RWPA	\$17,166
Revision to Program Budgets #10	07/01/2024 – 06/30/2025	GF	\$14,000
Revision to Program Budgets #11	03/01/2022 – 02/28/2023	RWPA	\$30,000
Revision to Program Budget #12	03/01/2022 – 02/28/2023	RWPA	-\$14,068
Revision to Program Budget #12	03/01/2022 – 02/28/2023	RWPA	-\$13,824
Revision to Program Budget #12	07/01/2022 – 06/30/2023	GF	-\$8,519
Revision to Program Budget #12	03/01/2023 – 02/29/2024	RWPA	\$33,431
Revision to Program Budget #12	03/01/2023 – 02/29/2024	RWPA	\$318,187
Revision to Program Budget #12	07/01/2023 – 06/30/2024	GF	\$317,290
Revision to Program Budget #12	07/01/2024 – 06/30/2025	GF	-\$364,000
Revision to Program Budget #12	07/01/2024 – 06/30/2025	TBD	\$107,317
Amendment #3	07/01/2024 – 06/30/2025	TBD	-\$107,317
Amendment #3	07/01/2024 – 06/30/2025	GF	\$392,729
Amendment #3	03/01/2024 – 02/28/2025	RWPA	\$300,000
Amendment #3	03/01/2025 – 02/28/2026	RWPA	\$703,801
Amendment #3	07/01/2025 – 06/30/2026	GF	\$404,511
Amendment #3	03/01/2025 – 02/28/2026	RWPA	\$300,000
Amendment #3	03/01/2026 – 02/28/2027	RWPA	\$703,801
Amendment #3	07/01/2026 – 06/30/2027	GF	\$416,646
Amendment #3	03/01/2026 – 02/28/2027	RWPA	\$300,000
Amendment #3	03/01/2027 – 02/29/2028	RWPA	\$703,801
Amendment #3	07/01/2027 – 02/29/2028	GF	\$286,097
Amendment #3	03/01/2027 – 02/29/2028	RWPA	\$300,000
		Total Award	\$14,697,691
		Contingency for 03/01/2024 – 02/29/2028	<u>\$661,822</u>
		(This equals the total NTE)Total	\$15,359,513

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

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1																	
2	CID# 100009024		Prepared By: Jim Wegman (jim.wegman@prcsf.org, 415-972-0804)														Appendix B
3	DPH Section HIV Health Services																03/01/18 - 02/29/28
4	Check one: <input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> RPB																
5	Agency / Org / Contractor																
7	Program/Provider Name AIDS Emergency Fund Program														Dream	AEF	SubTotal
9	Appendix Number	A-1 / B-1	A-1 / B-1.1	A-1 / B-1.2	A-1 / B-1.3	A-1 / B-1a	A-1 / B-1a.1	A-1 / B-1a.2	A-1 / B-1a.3	A-1 / B-1b	A-1a / B-1b.1	A-1a / B-1b.2	A-1/B-1b.3	A-1/B-1b.4	A-2 / B-2	A-1/B-1c	
10	Appendix Term	03/01/18 - 02/28/19	10/01/18 - 02/28/19	09/30/18 - 09/29/19	07/01/18 - 06/30/19	03/1/19-2/29/20	10/1/19-2/29/20	4/1/9-3/31/20	3/1/20-6/30/20	3/1/20-2/28/21	4/1/20-3/31/21	4/1/20-3/31/21	8/1/20-2/28/21	1/1/21-6/30/21	3/1/21-6/30/21	3/1/21-2/28/22	
11	EXPENSES																
12	Salaries	\$ 127,000	\$ -	\$ -	\$ -	\$ 70,000	\$ 15,118	\$ 15,118	\$ -	\$ 156,578	\$ -	\$ -	\$ 6,254	\$ -	\$ -	\$ 160,492	\$ 550,560
13	Employee Benefits	\$ 32,563	\$ -	\$ -	\$ -	\$ 20,000	\$ 4,036	\$ 4,036	\$ -	\$ 41,790	\$ -	\$ -	\$ 1,640	\$ -	\$ -	\$ 47,808	\$ 151,873
14	Total Personnel Expenses	\$ 159,563	\$ -	\$ -	\$ -	\$ 90,000	\$ 19,154	\$ 19,154	\$ -	\$ 198,368	\$ -	\$ -	\$ 7,894	\$ -	\$ -	\$ 208,300	\$ 702,433
15	Operating Expense	\$ 742,365	\$ 211,100	\$ 275,400	\$ 104,400	\$ 714,300	\$ 127,635	\$ 132,101	\$ 196,500	\$ 723,332	\$ 119,259	\$ 2,226	\$ 157,277	\$ 156,522	\$ 87,000	\$ 421,668	\$ 4,171,085
17	Subtotal Direct Costs	\$ 901,928	\$ 211,100	\$ 275,400	\$ 104,400	\$ 804,300	\$ 146,789	\$ 151,255	\$ 196,500	\$ 921,700	\$ 119,259	\$ 2,226	\$ 165,171	\$ 156,522	\$ 87,000	\$ 629,968	\$ 4,873,518
18	Indirect Cost Amount	\$ 81,174	\$ 18,900	\$ 24,731	\$ 15,600	\$ 68,557	\$ 13,211	\$ 13,612	\$ 29,500	\$ 82,964	\$ 10,741	\$ 134	\$ 14,829	\$ 23,478	\$ 13,000	\$ 56,667	\$ 467,098
19	Indirect Cost Rate (%)	9.0%	9.0%	9.0%	14.9%	8.5%	9.0%	9.0%	15.0%	9.0%	9.0%	6.0%	9.0%	15.0%	14.9%	9.0%	
20	Total Expenses	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664.00	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616
21	REVENUES & FUNDING SOURCES																
23	RWPA 93.914	\$ 983,102	\$ 230,000			\$ 872,857				\$ 1,004,664						\$ 686,635	\$ 3,777,258
24	RWPA-CarryForwd 93.914						\$ 160,000						\$ 180,000				\$ 340,000
25	RWPA-COVID 93.914										\$ 130,000	\$ 2,360					\$ 132,360
26	RWPB (X08) 93.917			\$ 300,131													\$ 300,131
27	RWPB 93.917							\$ 164,867									\$ 164,867
28	HHS Gen Fund				\$ 120,000				\$ 226,000					\$ 180,000			\$ 526,000
29	Dream Keepers GF														\$ 100,000		\$ 100,000
30	Unspent Fund																\$ -
31	Total DPH Revenues	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616
37	Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Total Rev (DPH/Non-DPH)	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664.00	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616
39	Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	
41																	

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

	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	CID#	1000009024															
2	DPH Section	HIV Health Services															Appendix B
3	Check one: [] Original [x] Contract Amendment [] RPB																03/01/18 - 02/29/28
4	Agency / Org / Contractor	PRC															
5																	
7	Program/Provider Name	AEF	AEF	DREAM	AEF	AEF	AEF	DREAM	AEF	AEF	AEF	AEF	AEF	AEF	AEF	AEF	SubTotal
9	Appendix Number	A-1/B-1c.1	A-1/B-1c.2	A-1/B-2a	A-1/B-1d	A-1/B-1d.1	A-1/B-1d.2	A-1/B-2b	A-1/B-1e	A-1/B-1e.1	A-1/B-1e.2	A-1/B-1f	A-1/B-1f.1	A-1/B-1f.2	A-1/B-1g	A-1/B-1g.1	
10	Appendix Term	7/1/21-6/30/22	3/1/21-2/28/22	7/1/21-6/30/22	3/1/22-2/28/23	7/1/22-6/30/23	3/1/22-2/28/23	7/1/22-6/30-23	3/1/23-2/28/24	07/01/23-06/30/24	3/1/23 - 2/29/24	3/1/24-2/28/25	07/01/24-06/30/25	3/1/24-2/28/25	3/1/25-2/28/26	7/1/25-6/30/26	
11	EXPENSES																
12	Salaries	\$ -	\$ -	\$ -	\$ 162,430	\$ -	\$ -	\$ -	\$ 190,066	\$ 35,000	\$ -	\$ 195,198	\$ -	\$ -	\$ 195,198	\$ -	\$ 777,892
13	Employee Benefits	\$ -	\$ -	\$ -	\$ 48,113	\$ -	\$ -	\$ -	\$ 43,867	\$ 8,078	\$ -	\$ 45,052	\$ -	\$ -	\$ 45,052	\$ -	\$ 190,162
14	Total Personnel Expenses	\$ -	\$ -	\$ -	\$ 210,543	\$ -	\$ -	\$ -	\$ 233,933	\$ 43,078	\$ -	\$ 240,250	\$ -	\$ -	\$ 240,250	\$ -	\$ 968,054
15	Operating Expense	\$ 443,500	\$ 116,300	\$ 212,400	\$ 435,145	\$ 296,417	\$ 176,873	\$ 122,034	\$ 442,427	\$ 549,348	\$ 291,915	\$ 405,439	\$ 341,504	\$ 275,229	\$ 405,439	\$ 351,749	\$ 4,865,719
17	Subtotal Direct Costs	\$ 443,500	\$ 116,300	\$ 212,400	\$ 645,688	\$ 296,417	\$ 176,873	\$ 122,034	\$ 676,360	\$ 592,426	\$ 291,915	\$ 645,689	\$ 341,504	\$ 275,229	\$ 645,689	\$ 351,749	\$ 5,833,773
18	Indirect Cost Amount	\$ 66,500	\$ 10,464	\$ 31,833	\$ 58,113	\$ 67,583	\$ 15,919	\$ 27,824	\$ 60,872	\$ 88,864	\$ 26,272	\$ 58,112	\$ 51,225	\$ 24,771	\$ 58,112	\$ 52,762	\$ 699,226
19	Indirect Cost Rate (%)	15.0%	9.0%	15.0%	9.0%	22.8%	9.0%	22.8%	9.0%	15.0%	9.0%	9.0%	15.0%	9.0%	9.0%	15.0%	
20	Total Expenses	\$ 510,000	\$ 126,764	\$ 244,233	\$ 703,801	\$ 364,000	\$ 192,792	\$ 149,858	\$ 737,232	\$ 681,290	\$ 318,187	\$ 703,801	\$ 392,729	\$ 300,000	\$ 703,801	\$ 404,511	\$ 6,532,999
21	REVENUES & FUNDING SOURCES																
23	RWPA 93.914				\$ 703,801				\$ 737,232			\$ 703,801			\$ 703,801		\$ 2,848,635
24	RWPA-CarryForwd 93.914		\$ 126,764				\$ 192,792				\$ 318,187			\$ 300,000			\$ 937,743
25	RWPA-COVID 93.914																\$ -
26	RWPB (X08) 93.917																\$ -
27	RWPB 93.917																\$ -
28	HHS Gen Fund	\$ 510,000				\$ 364,000			\$ 681,290			\$ 392,729			\$ 404,511		\$ 2,352,530
29	Dream Keepers GF			\$ 244,233				\$ 149,858									\$ 394,091
30	Unspent Fund			\$ (149,858)	\$ (14,068)	\$ (8,519)	\$ (13,824)										\$ (186,269)
31	Total DPH Revenues	\$ 510,000	\$ 126,764	\$ 94,375	\$ 689,733	\$ 355,481	\$ 178,968	\$ 149,858	\$ 737,232	\$ 681,290	\$ 318,187	\$ 703,801	\$ 392,729	\$ 300,000	\$ 703,801	\$ 404,511	\$ 6,346,730
37	Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Total Rev (DPH/Non-DPH)	\$ 510,000	\$ 126,764	\$ 94,375	\$ 689,733	\$ 355,481	\$ 178,968	\$ 149,858	\$ 737,232	\$ 681,290	\$ 318,187	\$ 703,801	\$ 392,729	\$ 300,000	\$ 703,801	\$ 404,511	\$ 6,346,730
39	Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	
41																	

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

	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU
1													
2	CID#	1000009024								Appendix B			
3	DPH Section	HIV Health Services								03/01/18 - 02/29/28			
4	Check one: [] Original [x] Contract Amendment [] RPB												
5	Agency / Org / Contractor	PRC											
7	Program/Provider Name	AEF	AEF	AEF	AEF	AEF	AEF	AEF	SubTotal	Grand Total			
9	Appendix Number	A-1/B-1g.2	A-1/B-1h	A-1/B-1h.1	A-1/B-1h.2	A-1/B-1i	A-1/B-1i.1	A-1/B-1i.2					
10	Appendix Term	3/1/25-2/28/26	3/1/26-2/28/27	7/1/26-6/30/27	3/1/26-2/28/27	3/1/27-2/29/28	7/1/27-2/29/28	3/1/27-2/29/28					
11	EXPENSES												
12	Salaries	\$ -	\$ 195,198	\$ -	\$ -	\$ 195,198	\$ -	\$ -	\$ 390,396	\$ 1,718,848			
13	Employee Benefits	\$ -	\$ 45,052	\$ -	\$ -	\$ 45,052	\$ -	\$ -	\$ 90,104	\$ 432,139			
14	Total Personnel Expenses	\$ -	\$ 240,250	\$ -	\$ -	\$ 240,250	\$ -	\$ -	\$ 480,500	\$ 2,150,987			
15	Operating Expense	\$ 275,229	\$ 405,439	\$ 362,301	\$ 275,229	\$ 405,439	\$ 248,780	\$ 275,229	\$ 2,247,646	\$ 11,284,450			
17	Subtotal Direct Costs	\$ 275,229	\$ 645,689	\$ 362,301	\$ 275,229	\$ 645,689	\$ 248,780	\$ 275,229	\$ 2,728,146	\$ 13,435,437			
18	Indirect Cost Amount	\$ 24,771	\$ 58,112	\$ 54,345	\$ 24,771	\$ 58,112	\$ 37,317	\$ 24,771	\$ 282,199	\$ 1,448,524			
19	Indirect Cost Rate (%)	9.0%	9.0%	15.0%	9.0%	9.0%	15.0%	9.0%					
20	Total Expenses	\$ 300,000	\$ 703,801	\$ 416,646	\$ 300,000	\$ 703,801	\$ 286,097	\$ 300,000	\$ 3,010,345	\$ 14,883,960			
21	REVENUES & FUNDING SOURCES												
23	RWPA 93.914		\$ 703,801			\$ 703,801			\$ 1,407,602	\$ 8,033,495			
24	RWPA-CarryForwd 93.914	\$ 300,000			\$ 300,000			\$ 300,000	\$ 900,000	\$ 2,177,743			
25	RWPA-COVID 93.914								\$ -	\$ 132,360			
26	RWPB (X08) 93.917								\$ -	\$ 300,131			
27	RWPB 93.917								\$ -	\$ 164,867			
28	HHS Gen Fund			\$ 416,646			\$ 286,097		\$ 702,743	\$ 3,581,273			
29	Dream Keepers GF								\$ -	\$ 494,091			
30	Unspent Fund								\$ -	\$ (186,269)			
31	Total DPH Revenues	\$ 300,000	\$ 703,801	\$ 416,646	\$ 300,000	\$ 703,801	\$ 286,097	\$ 300,000	\$ 3,010,345	\$ 14,697,691			
37	Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
38	Total Rev (DPH/Non-DPH)	\$ 300,000	\$ 703,801	\$ 416,646	\$ 300,000	\$ 703,801	\$ 286,097	\$ 300,000	\$ 3,010,345	\$ 14,697,691			
39	Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR				
41													

PRC

Appendix B

AIDS Emergency Fund Program

03/01/2018 – 2/29/28

RWPA / RWPA Carry Forward /HHS General Fund

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

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/18 – 02/28/19 / RWPA / B-1	Emergency Financial Assistance Grants	7,099	1,300
10/01/18 – 02/28/19 / RWPA / B-1.1	Emergency Financial Assistance Grants	2,111	640
09/30/18 – 09/29/19 / RWPB-X08 / B-1.2	Emergency Financial Assistance Grants	2,554	473
07/01/18 – 06/30/19 / GF / B-1.3	Emergency Financial Assistance Grants	1,044	237
TOTAL UOS and Total UDC		12,808	2,000

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/19 – 02/29/20 / RWPA / B-1a	Emergency Financial Assistance Grants	7,160	1,300
10/01/19 – 02/29/20 / RWPA / B-1a.1	Emergency Financial Assistance Grants	1,234	200
04/01/19-03/31/20 / RWPB / B-1a.2	Emergency Financial Assistance Grants	1,225	150
03/01/20-6/30/20 / GF / B-1a.3	Emergency Financial Assistance Grants	1,917	235
TOTAL UOS and Total UDC		11,536	1,450

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/20 – 02/28/21 / RWPA / B-1b	Emergency Financial Assistance Grants	6,726	1,176
04/01/20 – 03/31/21 / RWPA (Carry Forward)/ B-1b.1	Emergency Financial Assistance Grants	1,489	260
04/01/20 – 03/31/21 / RWPA (COVID/ CARES)/ B-1b.2	COVID Expenses Months	1,193	84
08/01/20 – 02/28/21 / RWPA (COVID/ CARES)/ B-1b.3	Emergency Financial Assistance Grants	12	N/A
01/01/21 – 06/30/21 / GF (OTF) / B – 1b.4	Emergency Financial Assistance Grants	1,565	224
TOTAL UOS and Total UDC		10,985	1,176

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/21 – 02/28/22 / RWPA (Base) / B-1c	Emergency Financial Assistance Grants	3,684	644
07/01/21 – 06/30/22 / GF (Base) / B-1c.1	Emergency Financial Assistance Grants	4,435	496
03/01/21 – 2/28/22 / RWPA (Carry Forward)/ B-1c.2	Emergency Financial Assistance Grants	1,163	189
TOTAL UOS and Total UDC		9,282	1,166

PRC

Appendix B

AIDS Emergency Fund Program

03/01/2018 – 2/29/28

RWPA / RWPA Carry Forward /HHS General Fund

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/22 – 02/28/23 / RWPA (Base) / B-1d	Emergency Financial Assistance Grants	3,676	585
07/01/22 – 6/30/23 / GF (Base) / B-1d.1	Emergency Financial Assistance Grants	2,964	423
03/01/22 – 02/28/23 /CF / B-1d.2	Emergency Financial Assistance Grants	1,769	293
TOTAL UOS and Total UDC		8,409	1,103

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/23 – 02/28/24 / RWPA (Base) / B-1e	Emergency Financial Assistance Grants	3,569	420
07/01/23 – 06/30/24/ GF (Base) / B-1e.1	Emergency Financial Assistance Grants	5,493	646
03/01/23 – 02/29/24 / RWPA-CF / B-1e.2	Emergency Financial Assistance Grants	2,671	314
TOTAL UOS and Total UDC		11,733	1,035

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/24 – 02/28/25 / RWPA (Base) / B-1f	Emergency Financial Assistance Grants	2,841	334
07/01/24 – 06/30/25 / GF (Base)/ B-1f.1	Emergency Financial Assistance Grants	3,415	402
03/01/24 – 02/28/25 / RWPA-CF / B-1f.2	Emergency Financial Assistance Grants	2,752	324
TOTAL UOS and Total UDC		9,008	786

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/25 – 02/28/26 / RWPA (Base) / B-1g	Emergency Financial Assistance Grants	2,841	334
07/01/25 – 06/30/26 / GF (Base)/ B-1g.1	Emergency Financial Assistance Grants	3,517	414
03/01/25 – 02/28/26 / RWPA-CF / B-1g.2	Emergency Financial Assistance Grants	2,752	324
TOTAL UOS and Total UDC		9,008	786

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/26 – 02/28/27 / RWPA (Base) / B-1h	Emergency Financial Assistance Grants	2,841	334
07/01/26 – 06/30/27 / GF (Base)/ B-1h.1	Emergency Financial Assistance Grants	3,623	426
03/01/26 – 02/28/27 / RWPA-CF / B-1h.2	Emergency Financial Assistance Grants	2,752	324
TOTAL UOS and Total UDC		9,216	786

Term / Source / Budget Appendix	UOS Description	UOS	UDC
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PRC

Appendix B

AIDS Emergency Fund Program

03/01/2018 – 2/29/28

RWPA / RWPA Carry Forward /HHS General Fund

03/01/27 – 02/29/28 / RWPA (Base) / B-1i	Emergency Financial Assistance Grants	2,841	334
07/01/27 – 02/29/28 (8 m)/ GF (Base)/ B-1i.1	Emergency Financial Assistance Grants	2,488	293
03/01/27 – 02/29/28 / RWPA-CF / B-1i.2	Emergency Financial Assistance Grants	2,752	324
TOTAL UOS and Total UDC		8,080	689

Term / Source / Appendix	UOS Description	UOS	UDC
03/01/21-6/30/21 / GF Dream Keepers / B-2	Emergency Financial Assistance Grants	870	189
07/01/21-6/30/22/ GF Dream Keepers / B-2a	Emergency Financial Assistance Grants	2,124	368
07/01/22 - 6/30/23 / GF Dream Keepers / B-2b	Emergency Financial Assistance Grants	1,220	174
TOTAL UOS and Total UDC		4,214	731

Total UDC is not a sum of UDC from each funding source.

Definition of UOS:	Emergency Financial Assistance Grants to 3rd parties on behalf of clients
Target Population:	PRC will serve all ethnicities and populations within San Francisco, with focused expertise to meet the unique needs of the program's primary focus which are HIV+ SF residents, especially those at risk of becoming homeless, or who are marginally housed.
Service Description:	Emergency Financial Assistance grants for housing, utility bills, medical expenses, etc. Plus Eviction Prevention grants.

PRC - AIDS Emergency Fund Program

3/1/24-2/28/25

RWPA

Appendix: A-1/B-1f

Page: 1

Fiscal Year: 24-25

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals	
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	86,528	100%				86,528	
Client Services Manager	1.00	71,083	100%				71,083	
Director of Data Systems and Contracts Compliance	0.20	24,877	20%				24,877	
Compliance Specialist	0.16787	12,710	17%				12,710	
Total FTE & Total Salaries	2.36787	195,198	100%				195,198	
Fringe Benefits	23.08%	45,052	100%				45,052	
Total Personnel Expenses		240,250	100%				240,250	
Operating Expenses		Expenditure	%				Total	
Total Occupancy		94,518	100%				94,518	
Total Materials and Supplies		8,522	100%				8,522	
Total General Operating		17,876	100%				17,876	
Consultants/Subcontractor:		420	100%				420	
Other (specify): Client Grants		284,103	100%				284,103	
Total Operating Expenses		405,439	100%				405,439	
Total Direct Expenses		645,689	100%				645,689	
Indirect Expenses	9.000%	58,112	100%				58,112	
TOTAL EXPENSES		703,801	100%				703,801	
UOS per Service Mode		2,841					2,841	
Cost Per UOS by Service Mode		\$247.73						
UDC per Service Mode		334					334	

BUDGET JUSTIFICATION

Contractor Name PRC - AIDS Emergency Fund Program
Program Name: AIDS Emergency Fund Program

Appendix #: A-1/B-1f
 Fiscal Year: 24-25

1a) SALARIES

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$86,528.00	1.00	12	1
				Total
				\$ 86,528

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$71,082.70	1.00	12	1
				Total
				\$ 71,083

Staff Position 3:	Director of Data Systems and Contracts Compliance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$124,384.00	0.20	12	1
				Total
				\$ 24,877

Staff Position 4:	Compliance Specialist			
Brief Duties	Implementation and management of quality assurance (QA) activities across the agency's various client services;			
Min Quals	3 years in QA, 2 years in staff training			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$75,712.00	0.16787	12	1
				Total
				\$ 12,710

Total FTE: **2.36787**

Total Salaries: \$ 195,198

1b) EMPLOYEE FRINGE BENEFITS:**Component****Cost**

(Components provided below are samples only. The budgeted components should reflect the contractor's ledger accounts.)

Component**Cost**

	Social Security	\$	14,835.05
	Workers Comp	\$	527.03
	Health and Dental	\$	23,423.76
	Retirement	\$	4,899.47
	Paid Time Off	\$	-
	Other (LIFE, ADD,STD)	\$	1,366.39

Total Fringe Benefit: 45,052

Fringe Benefit %: **23.08%****TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 240,250****2) OPERATING EXPENSES:****Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent & Other Occupancy	Office rent - 170 9th St., plus property taxes/utilities/telephone/other occupancy.	Program Share Per 170 9th St. Shared Allocation Model.	82,488
Security	Security costs, 170 9th Street	Program Share Per 170 9th St. Shared Allocation Model.	12,030
Total Occupancy:			94,518

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office Supplies and Materials.	Program Share Per 170 9th St. Shared Allocation Model.	8,522
Total Materials & Supplies:			8,522

General Operating:

Expense Item	Brief Description	Rate	Cost
IT services and supplies	Shared technology costs, including contracted tech support and tech supplies software licenses.	Program Share Per 170 9th St. Shared Allocation Model.	17,876
Total General Operating:			17,876

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speakers.	\$35/month x 12 months	420

			Total Consultants/Subcontractors:	420
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Other: _____

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	2841 UOS @ \$100/UOS	284,103
Total Other:			284,103

	TOTAL OPERATING EXPENSES:	405,439
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	TOTAL DIRECT COSTS:	645,689
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INDIRECT COSTS

Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	58,112
Indirect Rate:	9.000%
TOTAL INDIRECT COSTS:	58,112

	TOTAL EXPENSES:	703,801
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PRC - AIDS Emergency Fund Program
 7/1/24 - 6/30/25
 HHS GF

Appendix: A-1/B-1f.1
 Page: 1
 Fiscal Year: 24-25
 Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals
Position Titles	FTE	Salaries	% FTE				
		-					-
		-					-
							-
							-
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-					-
Total Materials and Supplies		-	0%				-
Total General Operating		-	100%				-
Consultants/Subcontractor:							-
Other (specify): Client Grants		341,504					341,504
Total Operating Expenses		341,504	100%				341,504
Total Direct Expenses		341,504	100%				341,504
Indirect Expenses	15.00%	51,225	100%				51,225
TOTAL EXPENSES		392,729	100%				392,729
UOS per Service Mode		3,415					3,415
Cost Per UOS by Service Mode		\$115.01					
UDC per Service Mode		402					402

AIDS Emergency Fund Program

BUDGET JUSTIFICATION

Contractor Name PRC - AIDS Emergency Fund Program
Program Name: AIDS Emergency Fund Program

Appendix #: A-1/B-1f.1
Fiscal Year: 24-25

1a) SALARIES	Total FTE:	0.000	Total Salaries:	\$	-
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1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost
	Social Security	\$ -
	Retirement	\$ -
	Medical	\$ -
	Other (specify): Worker's Compensation	\$ -
	Fringe Benefit %:	0.00%
	Total Fringe Benefit:	-
	TOTAL SALARIES & BENEFITS:	-

2) OPERATING EXPENSES:	Occupancy:	Brief Description	Rate	Cost
			Total Occupancy:	-

Materials/Supplies:	Brief Description	Rate	Cost	
			Total Materials & Supplies:	-

General Operating:	Brief Description	Rate	Cost	
			Total General Operating:	-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	3415 UOS @ \$100/UOS	341,504
		Total Other:	341,504
		TOTAL OPERATING EXPENSES:	341,504
		TOTAL DIRECT COSTS:	341,504

INDIRECT COSTS	Indirect Rate:	15.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
		TOTAL INDIRECT COSTS:	51,225
		TOTAL EXPENSES:	392,729

PRC - AIDS Emergency Fund Program
 3/1/24-2/28/25
 RWPA CF

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 Page: 1
 Fiscal Year: 24-25
 Funding Notification Date: 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					
Position Titles	FTE	Salaries	% FTE				Contract Totals
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-	0%				-
Total Materials and Supplies		-	0%				-
Total General Operating		-	0%				-
Consultants/Subcontractor:			0%				-
Other (specify): Client Grants		275,229					275,229
Total Operating Expenses		275,229	100%				275,229
Total Direct Expenses		275,229	100%				275,229
Indirect Expenses	9.00%	24,771	100%				24,771
TOTAL EXPENSES		300,000	100%				300,000
UOS per Service Mode		2,752					2,752
Cost Per UOS by Service Mode		\$109.02					
UDC per Service Mode		324					324

AIDS Emergency Fund Program

BUDGET JUSTIFICATION

Contractor Name: PRC - AIDS Emergency Fund Program
Program Name: AIDS Emergency Fund Program

Appendix #: A-1/B-1f.2
Fiscal Year: 24-25

1a) SALARIES

Total FTE:	0.000	Total Salaries:	-
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1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ -
Workers Comp	\$ -
Health and Dental	\$ -
Retirement	\$ -
Paid Time Off	\$ -
Other (Life, ADD, STD)	\$ -
Fringe Benefit %:	0.00%
Total Fringe Benefit:	-
TOTAL SALARIES & BENEFITS: -	

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	2752 UOS @ \$100/UOS	275,229.00
Total Other:			275,229.00
TOTAL OPERATING EXPENSES:			275,229.00
TOTAL DIRECT COSTS:			275,229.00

INDIRECT COSTS	Indirect Rate:	9.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			24,771.00
TOTAL INDIRECT COSTS:			24,771.00
TOTAL EXPENSES:			300,000.00

PRC - AIDS Emergency Fund Program

3/1/25-2/28/26

RWPA

Appendix: A-1/B-1g

Page: 1

Fiscal Year: 25-26

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	86,528	100%					86,528
Client Services Manager	1.00	71,083	100%					71,083
Director of Data Systems and Contracts Compliance	0.20	24,877	20%					24,877
Compliance Specialist	0.16787	12,710	17%					12,710
Total FTE & Total Salaries	2.36787	195,198	100%					195,198
Fringe Benefits	23.08%	45,052	100%					45,052
Total Personnel Expenses		240,250	100%					240,250
Operating Expenses		Expenditure	%					Total
Total Occupancy		94,518	100%					94,518
Total Materials and Supplies		8,522	100%					8,522
Total General Operating		17,876	100%					17,876
Consultants/Subcontractor:		420	100%					420
Other (specify): Client Grants		284,103	100%					284,103
Total Operating Expenses		405,439	100%					405,439
Total Direct Expenses		645,689	100%					645,689
Indirect Expenses	9.00%	58,112	100%					58,112
TOTAL EXPENSES		703,801	100%					703,801
UOS per Service Mode		2,841						2,841
Cost Per UOS by Service Mode		\$247.74						
UDC per Service Mode		334						334

Workers Comp	\$	527.03
Health and Dental	\$	23,423.76
Retirement	\$	4,899.47
Paid Time Off	\$	-
Other (LIFE, ADD,STD)	\$	1,366.39

Total Fringe Benefit: 45,052

Fringe Benefit %: 23.08%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 240,250

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent & Other Occupancy	Office rent - 170 9th St., plus property taxes/utilities/telephone/other occupancy.	Program Share Per 170 9th St. Shared Allocation Model.	82,488
Security	Security costs, 170 9th Street.	Program Share Per 170 9th St. Shared Allocation Model.	12,030
Total Occupancy:			94,518

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office Supplies and Materials.	Program Share Per 170 9th St. Shared Allocation Model.	8,522
Total Materials & Supplies:			8,522

General Operating:

Expense Item	Brief Description	Rate	Cost
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IT services and supplies	Shared technology costs, including contracted tech support and tech supplies software licenses.	Program Share Per 170 9th St. Shared Allocation Model.	17,876
Total General Operating:			17,876

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speakers.	\$35/month x 12 months	420
Total Consultants/Subcontractors:			420

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	2841 UOS @ \$100/UOS	284,103
Total Other:			284,103

	TOTAL OPERATING EXPENSES:	405,439
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	TOTAL DIRECT COSTS:	645,689
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INDIRECT COSTS

Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	58,112
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Indirect Rate: 9.00%

	TOTAL INDIRECT COSTS:	58,112
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	TOTAL EXPENSES:	703,801
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AIDS Emergency Fund Program

PRC - AIDS Emergency Fund Program
7/1/25-6/30/26
HHS GF

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Page: 1
Fiscal Year: 25-26
Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals
Position Titles	FTE	Salaries	% FTE				
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-					-
Total Materials and Supplies		-	0%				-
Total General Operating		-	100%				-
Consultants/Subcontractor:							-
Other (specify): Client Grants		351,749					351,749
Total Operating Expenses		351,749	100%				351,749
Total Direct Expenses		351,749	100%				351,749
Indirect Expenses	15.00%	52,762	100%				52,762
TOTAL EXPENSES		404,511	100%				404,511
UOS per Service Mode							
		3,517					3,517
Cost Per UOS by Service Mode		\$115.03					
UDC per Service Mode		414					414

AIDS Emergency Fund Program

BUDGET JUSTIFICATION

Contractor Name PRC - AIDS Emergency Fund Program
Program Name: AIDS Emergency Fund Program

Appendix #: A-1/B-1g.1
Fiscal Year: 25-26

1a) SALARIES	Total FTE:	0.000	Total Salaries:	\$	-
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1b) EMPLOYEE FRINGE BENEFITS:		Component	Cost
		Social Security	\$ -
		Workers Comp	\$ -
		Health and Dental	\$ -
		Retirement	\$ -
		Paid Time Off	\$ -
		Other (LIFE, ADD, STD)	\$ -
	Fringe Benefit %:	0.00%	Total Fringe Benefit: -
			TOTAL SALARIES & BENEFITS: -

2) OPERATING EXPENSES:			
Occupancy:	Brief Description	Rate	Cost
			Total Occupancy: -

Materials/Supplies:	Brief Description	Rate	Cost
			Total Materials & Supplies: -

General Operating:	Brief Description	Rate	Cost
			Total General Operating: -

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	3517 UOS @ \$100/UOS	351,749
			Total Other: 351,749
			TOTAL OPERATING EXPENSES: 351,749
			TOTAL DIRECT COSTS: 351,749

INDIRECT COSTS	Indirect Rate:	15.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
			TOTAL INDIRECT COSTS: 52,762
			TOTAL EXPENSES: 404,511

PRC - AIDS Emergency Fund Program
 3/1/25-2/28/26
 RWPA CF

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 Fiscal Year: 25-26
 Funding Notification Date: 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					
Position Titles	FTE	Salaries	% FTE				Contract Totals
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-	0%				-
Total Materials and Supplies		-	0%				-
Total General Operating		-	0%				-
Consultants/Subcontractor:			0%				-
Other (specify): Client Grants		275,229					275,229
Total Operating Expenses		275,229	100%				275,229
Total Direct Expenses		275,229	100%				275,229
Indirect Expenses	9.00%	24,771	100%				24,771
TOTAL EXPENSES		300,000	100%				300,000
UOS per Service Mode		2,752					2,752
Cost Per UOS by Service Mode		\$109.02					
UDC per Service Mode		324					324

BUDGET JUSTIFICATION

Contractor Name PRC - AIDS Emergency Fund Program
 Program Name: AIDS Emergency Fund Program

Appendix #: A-1/B-1g.2
 Fiscal Year: 25-26

1a) SALARIES

Total FTE:	0.000	Total Salaries:	-
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1b) EMPLOYEE FRINGE BENEFITS:

Component		Cost		
	Social Security	\$	-	
	Workers Comp	\$	-	
	Health and Dental	\$	-	
	Retirement	\$	-	
	Paid Time Off	\$	-	
	Other (Life, ADD, STD)	\$	-	
	Fringe Benefit %:	0.00%	Total Fringe Benefit:	-
TOTAL SALARIES & BENEFITS:				-

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	2752 @ \$100/UOS	275,229
Total Other:			275,229
TOTAL OPERATING EXPENSES:			275,229
TOTAL DIRECT COSTS:			275,229

INDIRECT COSTS	Indirect Rate:	9.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			24,771
TOTAL INDIRECT COSTS:			24,771
TOTAL EXPENSES:			300,000

PRC - AIDS Emergency Fund Program

3/1/26-2/28/27

RWPA

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Fiscal Year: 26-27

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals	
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	86,528	100%				86,528	
Client Services Manager	1.00	71,083	100%				71,083	
Director of Data Systems and Contracts Compliance	0.20	24,877	20%				24,877	
Compliance Specialist	0.16787	12,710	17%				12,710	
Total FTE & Total Salaries	2.36787	195,198	100%				195,198	
Fringe Benefits	23.08%	45,052	100%				45,052	
Total Personnel Expenses		240,250	100%				240,250	
Operating Expenses		Expenditure	%				Total	
Total Occupancy		94,518	100%				94,518	
Total Materials and Supplies		8,522	100%				8,522	
Total General Operating		17,876	100%				17,876	
Consultants/Subcontractor:		420	100%				420	
Other (specify): Client Grants		284,103	100%				284,103	
Total Operating Expenses		405,439	100%				405,439	
Total Direct Expenses		645,689	100%				645,689	
Indirect Expenses	9.00%	58,112	100%				58,112	
TOTAL EXPENSES		703,801	100%				703,801	
UOS per Service Mode		2,841					2,841	
Cost Per UOS by Service Mode		\$247.74						
UDC per Service Mode		334					334	

Paid Time Off	\$	-
Other (LIFE, ADD,STD)	\$	1,366.39
Total Fringe Benefit:		45,052
Fringe Benefit %:		23.08%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:		240,250

2) OPERATING EXPENSES:**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent & Other Occupancy	Office rent - 170 9th St.,, plus property taxes/utilities/telephone/other occupancy.	Program Share Per 170 9th St. Shared Allocation Model.	82,488
Security	Security costs, 170 9th Street.	Program Share Per 170 9th St. Shared Allocation Model.	12,030
Total Occupancy:			94,518

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office Supplies and Materials.	Program Share Per 170 9th St. Shared Allocation Model.	8,522
Total Materials & Supplies:			8,522

General Operating:

Expense Item	Brief Description	Rate	Cost
IT services and supplies	Shared technology costs, including contracted tech support and tech supplies software licenses.	Program Share Per 170 9th St. Shared Allocation Model.	17,876
Total General Operating:			17,876

Consultants/Subcontractors:

Consultant/Subcon Service Description	Rate	Cost
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Translator	Translation services for non-English speakers.	\$35/month x 12 months	420
Total Consultants/Subcontractors:			420

Other: _____

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	2841 UOS @ \$100/UOS	284,103
Total Other:			284,103

	TOTAL OPERATING EXPENSES:	405,439
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	TOTAL DIRECT COSTS:	645,689
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INDIRECT COSTS

Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	58,112
Indirect Rate:	9.0000%
TOTAL INDIRECT COSTS:	58,112

	TOTAL EXPENSES:	703,801
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PRC - AIDS Emergency Fund Program

7/1/26-6/30/27

HHS GF

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Fiscal Year: 26-27

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals
Position Titles	FTE	Salaries	% FTE				
Director of Quality Assurance	0.000	-					-
Offices Services Manager	0.000	-					-
							-
							-
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-					-
Total Materials and Supplies		-	0%				-
Total General Operating		-	100%				-
Consultants/Subcontractor:							-
Other (specify): Client Grants		362,301					362,301
Total Operating Expenses		362,301	100%				362,301
Total Direct Expenses		362,301	100%				362,301
Indirect Expenses	15.00%	54,345	100%				54,345
TOTAL EXPENSES		416,646	100%				416,646
UOS per Service Mode		3,623					3,623
Cost Per UOS by Service Mode		\$115.01					
UDC per Service Mode		426					426

BUDGET JUSTIFICATION

Contractor Name PRC - AIDS Emergency Fund Program
 Program Name: AIDS Emergency Fund Program

Appendix #: A-1/B-1h.1
 Fiscal Year: 26-27

1a) SALARIES	Total FTE:	0.000	Total Salaries:	\$	-
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1b) EMPLOYEE FRINGE BENEFITS:		Component	Cost	
		Component	Cost	
		Social Security	\$ -	
		Workers Comp	\$ -	
		Health and Dental	\$ -	
		Retirement	\$ -	
		Paid Time Off	\$ -	
		Other (LIFE, ADD, STD)	\$ -	
	Fringe Benefit %:	0.00%	Total Fringe Benefit:	-
			TOTAL SALARIES & BENEFITS:	-

2) OPERATING EXPENSES:			
Occupancy:	Brief Description	Rate	Cost
		Total Occupancy:	-

Materials/Supplies:	Brief Description	Rate	Cost
		Total Materials & Supplies:	-

General Operating:	Brief Description	Rate	Cost
		Total General Operating:	-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	3623 UOS @ \$100/UOS	362,301
		Total Other:	362,301
		TOTAL OPERATING EXPENSES:	362,301
		TOTAL DIRECT COSTS:	362,301

INDIRECT COSTS	Indirect Rate:	15.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
			TOTAL INDIRECT COSTS:
			54,345
			TOTAL EXPENSES:
			416,646

PRC - AIDS Emergency Fund Program

3/1/26-2/28/27

RWPA CF

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Fiscal Year: 26-27

Funding Notification Date: 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					
Position Titles	FTE	Salaries	% FTE				Contract Totals
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-	0%				-
Total Materials and Supplies		-	0%				-
Total General Operating		-	0%				-
Consultants/Subcontractor:			0%				-
Other (specify): Client Grants		275,229					275,229
Total Operating Expenses		275,229	100%				275,229
Total Direct Expenses		275,229	100%				275,229
Indirect Expenses	9.00%	24,771	100%				24,771
TOTAL EXPENSES		300,000	100%				300,000
UOS per Service Mode		2,752					2,752
Cost Per UOS by Service Mode		\$109.02					
UDC per Service Mode		324					324

BUDGET JUSTIFICATION

Contractor Name PRC - AIDS Emergency Fund Program
 Program Name: AIDS Emergency Fund Program

Appendix #: A-1/B-1h.2
 Fiscal Year: 26-27

1a) SALARIES

Total FTE:	0.000	Total Salaries:	-
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1b) EMPLOYEE FRINGE BENEFITS:		Component	Cost
		Component	Cost
		Social Security	\$ -
		Workers Comp	\$ -
		Health and Dental	\$ -
		Retirement	\$ -
		Paid Time Off	\$ -
		Other (Life, ADD, STD)	\$ -
	Fringe Benefit %:	0.00%	Total Fringe Benefit: -
			TOTAL SALARIES & BENEFITS: -

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
			Total Occupancy: -

Materials/Supplies:	Brief Description	Rate	Cost
			Total Materials & Supplies: -

General Operating:	Brief Description	Rate	Cost
			Total General Operating: -

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	2752 @ \$100/UOS	275,229.00
			Total Other: 275,229.00
			TOTAL OPERATING EXPENSES: 275,229.00
			TOTAL DIRECT COSTS: 275,229.00

INDIRECT COSTS	Indirect Rate:	9.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			24,771.00
			TOTAL INDIRECT COSTS: 24,771.00
			TOTAL EXPENSES: 300,000.00

PRC - AIDS Emergency Fund Program

3/1/27-2/29/28

RWPA

Appendix: A-1/B-1i

Page: 1

Fiscal Year: 27-28

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals	
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	86,528	100%				86,528	
Client Services Manager	1.00	71,083	100%				71,083	
Director of Data Systems and Contracts Compliance	0.20	24,877	20%				24,877	
Compliance Specialist	0.16787	12,710	17%				12,710	
Total FTE & Total Salaries	2.36787	195,198	100%				195,198	
Fringe Benefits	23.08%	45,052	100%				45,052	
Total Personnel Expenses		240,250	100%				240,250	
Operating Expenses		Expenditure	%				Total	
Total Occupancy		94,518	100%				94,518	
Total Materials and Supplies		8,522	100%				8,522	
Total General Operating		17,876	100%				17,876	
Consultants/Subcontractor:		420	100%				420	
Other (specify): Client Grants		284,103	100%				284,103	
Total Operating Expenses		405,439	100%				405,439	
Total Direct Expenses		645,689	100%				645,689	
Indirect Expenses	9.00%	58,112	100%				58,112	
TOTAL EXPENSES		703,801	100%				703,801	
UOS per Service Mode		2,841					2,841	
Cost Per UOS by Service Mode		\$247.74						
UDC per Service Mode		334					334	

Retirement	\$	4,899.47
Paid Time Off	\$	-
Other (LIFE, ADD,STD)	\$	1,366.39
Total Fringe Benefit:		45,052
Fringe Benefit %:		23.08%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:		240,250

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent & Other Occupancy	Office rent - 170 9th St.,, plus property taxes/utilities/telephone/other occupancy.	Program Share Per 170 9th St. Shared Allocation Model.	82,488
Security	Security costs, 170 9th Street.	Program Share Per 170 9th St. Shared Allocation Model.	12,030
Total Occupancy:			94,518

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office Supplies and Materials.	Program Share Per 170 9th St. Shared Allocation Model.	8,522
Total Materials & Supplies:			8,522

General Operating:

Expense Item	Brief Description	Rate	Cost
IT services and supplies	Shared technology costs, including contracted tech support and tech supplies software licenses.	Program Share Per 170 9th St. Shared Allocation Model.	17,876
Total General Operating:			17,876

Consultants/Subcontractors:

Consultant/Subcon Service Description	Rate	Cost
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Translator	Translation services for non-English speakers.	\$35/month x 12 months	420
Total Consultants/Subcontractors:			420

Other: _____

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	2841 UOS @ \$100/UOS	284,103
Total Other:			284,103

	TOTAL OPERATING EXPENSES:	405,439
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	TOTAL DIRECT COSTS:	645,689
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INDIRECT COSTS

Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	58,112
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Indirect Rate: 9.00%

	TOTAL INDIRECT COSTS:	58,112
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	TOTAL EXPENSES:	703,801
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PRC - AIDS Emergency Fund Program
 7/1/27-2/29/28
 HHS GF

Appendix: A-1/B-1i.1
 Page: 1
 Fiscal Year: 27-28
 Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals
Position Titles	FTE	Salaries	% FTE				
Director of Quality Assurance	0.000	-					-
Offices Services Manager	0.000	-					-
							-
							-
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-					-
Total Materials and Supplies		-	0%				-
Total General Operating		-	100%				-
Consultants/Subcontractor:							-
Other (specify): Client Grants		248,780					248,780
Total Operating Expenses		248,780	100%				248,780
Total Direct Expenses		248,780	100%				248,780
Indirect Expenses	15.00%	37,317	100%				37,317
TOTAL EXPENSES		286,097	100%				286,097
UOS per Service Mode		2,488					2,488
Cost Per UOS by Service Mode		\$115.00					
UDC per Service Mode		293					293

PRC - AIDS Emergency Fund Program
 3/1/27-2/29/28
 RWPA CF

Appendix: A-1/B-1i.2
 Page: 1
 Fiscal Year: 27-28
 Funding Notification Date: 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					
Position Titles	FTE	Salaries	% FTE				Contract Totals
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-	0%				-
Total Materials and Supplies		-	0%				-
Total General Operating		-	0%				-
Consultants/Subcontractor:			0%				-
Other (specify): Client Grants		275,229					275,229
Total Operating Expenses		275,229	100%				275,229
Total Direct Expenses		275,229	100%				275,229
Indirect Expenses	9.00%	24,771	100%				24,771
TOTAL EXPENSES		300,000	100%				300,000
UOS per Service Mode		2,752					2,752
Cost Per UOS by Service Mode		\$109.02					
UDC per Service Mode		324					324

BUDGET JUSTIFICATION

Contractor Name PRC - AIDS Emergency Fund Program
 Program Name: AIDS Emergency Fund Program

Appendix #: A-1/B-1i.2
 Fiscal Year: 27-28

1a) SALARIES

Total FTE:	0.000	Total Salaries:	-
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1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ -
Workers Comp	\$ -
Health and Dental	\$ -
Retirement	\$ -
Paid Time Off	\$ -
Other (Life, ADD, STD)	\$ -
Fringe Benefit %:	0.00%
Total Fringe Benefit:	-
TOTAL SALARIES & BENEFITS:	-

(Components provided below are samples only. The budgeted components should reflect the contractor's ledger accounts.)

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
		Total Occupancy:	-

Materials/Supplies:	Brief Description	Rate	Cost
		Total Materials & Supplies:	-

General Operating:	Brief Description	Rate	Cost
		Total General Operating:	-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	2752 @ \$100/UOS	275,229.00
		Total Other:	275,229.00
		TOTAL OPERATING EXPENSES:	275,229.00
		TOTAL DIRECT COSTS:	275,229.00

INDIRECT COSTS	Indirect Rate:	9.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			24,771.00
		TOTAL INDIRECT COSTS:	24,771.00
		TOTAL EXPENSES:	300,000.00

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.

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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
Business Associate Agreement

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 the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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 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)]

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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)?				
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?				
	If yes:	Name & Title:	Phone # Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]				
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]				
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?				
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?				

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

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

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

ATTESTED by Privacy Officer or designated person	Name: (print)	Signature	Date
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org 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:	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.

Name: (print)		Signature	
ATTESTED by Data Security Officer or designated person			Date

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.

Name (print)		Signature	
EXCEPTION(S) APPROVED by OCPA			Date

Attachment 3 to Appendix E

Protected Information Destruction Order

Purge Certification - Contract ID # 1000009024

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated 03/01/2018 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

Electronic Data: Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

Hard-Copy Data: Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

So Certified

Signature

Title:

Date:

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

APPENDIX F-1f.1
07/01/24-06/30/25
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 100009024	Invoice Number JUL24	Contract Purchase Order No: _____ Funding Source: _____ Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: 07/1/24 - 07/31/24 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____			

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,415	402							3,415	402
UDC										
Unduplicated Clients for Appendix		402								402

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					
Other - (Client Grants)	\$341,504				\$341,504.00
Total Operating Expenses	\$341,504				\$341,504.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$341,504				\$341,504.00
Indirect Expenses	\$51,225				\$51,225.00
TOTAL EXPENSES	\$392,729				\$392,729.00
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: aidsoffice@sfdph.org ATTN: Accounts Payable	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1g
03/01/25-02/28/26
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number MAR25	Contract Purchase Order No: <input type="text"/> Funding Source: <input type="text"/> Department ID-Authority ID: <input type="text"/> Project ID-Activity ID: <input type="text"/> Invoice Period: 03/1/25 - 03/31/25 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: <input type="text"/>		<div style="border: 1px solid black; padding: 5px; width: 80px; margin: 0 auto;"> HHS </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,841	334							2,841	334
		UDC	UDC	UDC	UDC	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		334								334

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$195,198				\$195,198.00
Fringe Benefits	\$45,052				\$45,052.00
Total Personnel Expenses	\$240,250				\$240,250.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$94,518				\$94,518.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$8,522				\$8,522.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$17,876				\$17,876.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor	\$420				\$420.00
Other - (Client Grants)	\$284,103				\$284,103.00
Total Operating Expenses	\$405,439				\$405,439.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$645,689				\$645,689.00
Indirect Expenses	\$58,112				\$58,112.00
TOTAL EXPENSES	\$703,801				\$703,801.00
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: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
ATTN: Accounts Payable		

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

APPENDIX F-1g.1
07/01/25-06/30/26
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number JUL25	Contract Purchase Order No: _____ Funding Source: _____ Department ID-Authority ID: _____ Project ID-Activity ID: _____
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____		Invoice Period: 07/1/25 - 07/31/25 FINAL Invoice <input type="checkbox"/> (check if Yes)	



DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,517	414							3,517	414
Unduplicated Clients for Appendix										
		414								414

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
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					
Other - (Client Grants)	\$351,749				\$351,749.00
Total Operating Expenses	\$351,749				\$351,749.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$351,749				\$351,749.00
Indirect Expenses	\$52,762				\$52,762.00
TOTAL EXPENSES	\$404,511				\$404,511.00
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: aidsoffice@sfdph.org ATTN: Accounts Payable	By: _____ Date: _____ (DPH Authorized Signatory)
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1h
03/01/26-02/28/27
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number MAR26	Contract Purchase Order No: <input type="text"/> Funding Source: <input type="text"/> Department ID-Authority ID: <input type="text"/> Project ID-Activity ID: <input type="text"/> Invoice Period: 03/1/26 - 03/31/26 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: <input type="text"/>			

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,841	334							2,841	334
UDC										
Unduplicated Clients for Appendix		334								334

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$195,198				\$195,198.00
Fringe Benefits	\$45,052				\$45,052.00
Total Personnel Expenses	\$240,250				\$240,250.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$94,518				\$94,518.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$8,522				\$8,522.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$17,876				\$17,876.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor	\$420				\$420.00
Other - (Client Grants)	\$284,103				\$284,103.00
Total Operating Expenses	\$405,439				\$405,439.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$645,689				\$645,689.00
Indirect Expenses	\$58,112				\$58,112.00
TOTAL EXPENSES	\$703,801				\$703,801.00
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: aidsoffice@sfdph.org ATTN: Accounts Payable	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1h.1
07/01/26-06/30/27
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 100009024	Invoice Number JUL26	Contract Purchase Order No: <input type="text"/> Funding Source: <input type="text"/> Department ID-Authority ID: <input type="text"/> Project ID-Activity ID: <input type="text"/> Invoice Period: 07/1/26 - 07/31/26 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: <input type="text"/>		<div style="border: 1px solid black; padding: 5px; width: 80px; margin: 0 auto;"> HHS </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,623	426							3,623	426
UDC										
Unduplicated Clients for Appendix		426								426

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					
Other - (Client Grants)	\$362,301				\$362,301.00
Total Operating Expenses	\$362,301				\$362,301.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$362,301				\$362,301.00
Indirect Expenses	\$54,345				\$54,345.00
TOTAL EXPENSES	\$416,646				\$416,646.00
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: aidsoffice@sfdph.org ATTN: Accounts Payable	By: _____ Date: _____ (DPH Authorized Signatory)
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1i
03/01/27-02/29/28
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number MAR27	Contract Purchase Order No: <input type="text"/>
	<div style="border: 1px solid black; padding: 5px; width: 50px; margin: 0 auto;"> HHS </div>		Funding Source: <input type="text"/>
Program Name: PRC - AIDS Emergency Fund Program			Department ID-Authority ID: <input type="text"/>
ACE Control #: <input type="text"/>			Project ID-Activity ID: <input type="text"/>
			Invoice Period: 03/1/27 - 03/31/27
			FINAL Invoice <input type="checkbox"/> (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,841	334							2,841	334
			UDC	UDC	UDC	UDC	UDC	UDC		UDC
Unduplicated Clients for Appendix		334								334

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$195,198				\$195,198.00
Fringe Benefits	\$45,052				\$45,052.00
Total Personnel Expenses	\$240,250				\$240,250.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$94,518				\$94,518.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$8,522				\$8,522.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$17,876				\$17,876.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor	\$420				\$420.00
Other - (Client Grants)	\$284,103				\$284,103.00
Total Operating Expenses	\$405,439				\$405,439.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$645,689				\$645,689.00
Indirect Expenses	\$58,112				\$58,112.00
TOTAL EXPENSES	\$703,801				\$703,801.00
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: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
ATTN: Accounts Payable		

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

APPENDIX F-1i.1
07/01/27-02/29/28
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number JUL27	Contract Purchase Order No: _____ Funding Source: _____ Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: 07/1/27 - 07/31/27 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____			

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,488	293							2,488	293
UDC										
Unduplicated Clients for Appendix		293								293

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					
Other - (Client Grants)	\$248,780				\$248,780.00
Total Operating Expenses	\$248,780				\$248,780.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$248,780				\$248,780.00
Indirect Expenses	\$37,317				\$37,317.00
TOTAL EXPENSES	\$286,097				\$286,097.00
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: aidsoffice@sfdph.org ATTN: Accounts Payable	By: _____ (DPH Authorized Signatory)	Date: _____
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**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)**

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TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department’s standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department’s standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User’s access.

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

SECTION 7 - DEPARTMENT’S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party’s access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User’s access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. 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 PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

Attachment 1 to SAA
System Specific Requirements

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

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party 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 Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department 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 Department Epic through Epic Hyperspace the following terms shall apply:

A. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party 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 notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

- a. Third Party 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. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.