

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **April 1st, 2019**, 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 **increase the contract amount and update standard contractual clauses**; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through **RFP 44-2017 issued on November 21, 2017** and this modification is consistent therewith; and

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

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated **March 1, 2018 (CID# 1000009024)** between Contractor and City.

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

2.1 **Article 3.3.1 Payment** of the Original Agreement currently reads as follows:

Article 3 Financial Matters

3.3 Compensation.

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Four Million Four Hundred Four Thousand Two Hundred Ninety-Seven Dollars (\$4,404,297)**. 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:

Article 3 Financial Matters

3.3 Compensation.

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Five Million Seven Hundred Eighteen Thousand Nine Hundred Ninety Dollars (\$5,718,990)**. 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.

2.2 **Article 3.4 Audit and Inspection of Records**, is hereby amended in its entirety to read as follows:

Article 3 Financial Matters

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

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

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

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

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

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

(d) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

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

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

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

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

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

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

12.3 Certification Regarding Lobbying.

CONTRACTOR certifies to the best of its knowledge and belief that:

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

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

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

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

12.4 Materials Review.

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

12.5 Emergency Response.

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

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

2.5 **Article 13 Data and Security**, is hereby amended in its entirety to read as follows:

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.3 Business Associate Agreement.

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

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. **NOT do any of the activities listed above in subsection 1;**
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

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

The Appendices listed below are Amended as follows:

2.6 Delete Appendix A, and replace in its entirety with Appendix A to Agreement as amended. Dated: 04/01/2019.

2.7 Delete Appendix A-1, and replace in its entirety with Appendix A-1 to Agreement as amended. Dated: 04/01/2019.

2.8 Delete Appendix B, and replace in its entirety with Appendix B to Agreement as amended. Dated: 04/01/2019.

2.9 Add Appendix B-1.3 to Agreement as amended. Dated: 04/01/2019.

2.10 Delete Appendix E, and replace in its entirety with Appendix E to Agreement as amended. Dated: OCPA & CAT v4-12-18 and Attestation forms 06-07-2017.

2.11 Add Appendix F-1.3 to Agreement as amended. Dated: 04/01/2019.

Article 3 Effective Date

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


Article 4 Legal Effect

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

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

CITY

Recommended by:


Grant Colfax, MD
Director of Health
Department of Public Health


Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Deputy City Attorney

Approved:


Alaric Degrafinried
City Purchaser and Director of the Office of
Contract Administration

CONTRACTOR

POSITIVE RESOURCE CENTER


BRETT ANDREWS
CHIEF EXECUTIVE OFFICER
170 9TH Street
San Francisco, CA 94103

Supplier ID number: 0000012999

Received By:
APR 29 '19 AM 11:53
Purchasing Department

Appendix A Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

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

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

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs listed in Section 2 of Appendix A, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.

G. San Francisco Residents Only:

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

(1) Fees required by federal, state or City laws or regulations to be billed to the client, client's family, or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

For any quarter that Contractor maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, Contractor shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

O. Quality Assurance:

Contractor agrees to develop and implement a Quality Assurance Plan based on internal standards established by Contractor applicable to the Services as follows:

- 1) Staff evaluations completed on an annual basis.
- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Assurance Plan.

P. Compliance With Grant Award Notices:

Contractor recognizes that funding for this Agreement is provided to the City through federal, state or private foundation awards. Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

Contractor agrees that funds received by Contractor from a source other than the City to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the City and deducted by Contractor from its billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated.

2. **Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1

AIDS Emergency Fund Program

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

CONTRACT SUMMARY

Contractor/Vendor: PRC
Service Provider: PRC - AIDS Emergency Fund Program
Total Contract: \$ 4,441,073
Funding Source: Ryan White Part A CFDA #93.914 / State Office of AIDS Part B #93.917 / General Fund
Program Name: AIDS Emergency Fund Program
System of Care: HIV Health Services (HHS)

Provider Address: 170 - 9th Street, SF, 94103
Provider Phone: 415-777-0333 **Fax:** 415-777-1770
Contact Person: Victor de la Rocha, Accounting Supervisor, 415-972-0823, victor.delarocha@prcsf.org

RFP#: 44-2017

Appendix A:

Appendix A-1

Funding Sources:

Ryan White Part A CFDA #93.914, State Office of AIDS CFDA #93.917 (RWPB X08), General Fund

Appendix B:

	B-1		B-1:1		B-1.2		B-1.3		B-1a		B-1b		B-1c	
	Year One		Year One		Year One		Year One		Year Two		Year Three		Year Four	
Funding Amount:	\$983,102		\$230,000		\$158,665		\$120,000		\$983,102		\$983,102		\$983,102	
Funding Term:	3/1/18-2/28/19		10/1/18-2/28/19		9/30/18-9/29/19		7/1/18-6/30/19		3/1/19-2/29/20		3/1/20 - 2/28/21		3/1/21 - 2/28/22	
	RWPA		RWPA		RWPB (X08)		GF		RWPA		RWPA		RWPA	
No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	7,099	1,300	2,111	640	1,456	270	1,044	237	7,099	1,300	7,099	1,300	7,099	1,300

Definition of UOS: Grants to 3rd parties on behalf of clients

Target Population: SF residents diagnosed with HIV, especially those at risk of becoming homeless, or who are marginally housed.

Description of Services: Emergency Financial Assistance grants for housing, utility bills, medical expenses, etc.

1. IDENTIFIERS

PRC - AIDS Emergency Fund Program
170 – 9th Street, San Francisco, CA 94103, www.prcsf.org
415-777-0333 Fax: 415-777-1770

Contact Victor de la Rocha, Acctng Supervisor, 415.972.0823, victor.delarocha@prcsf.org

2. NATURE OF DOCUMENT Original **Contract Amendment** RPB

3. GOAL STATEMENT

To provide emergency financial assistance grants to low income individuals with HIV / AIDS to stabilize their living situation and improve the quality of their lives.

4. TARGET POPULATION

While PRC strives to serve everyone who presents in need, the primary population for PRC - AIDS Emergency Fund Program grants is SF residents with HIV / AIDS, especially those who are at risk of becoming homeless, or those whose housing is marginal.

- a) Third Party Reimbursement: PRC will assure that Ryan White CARE Act funds will be used to fund only services that are not reimbursed by any other funding source.
- b) Low Income: Client enrollment priority is reserved for San Francisco residents who have low incomes and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low incomes and are underinsured. Low Income status is equal to 400% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.
- c) Client Eligibility: Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be obtained by client self-attestation, but must be documented in the client file or in ARIES.

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

The amount of the PRC - AIDS Emergency Fund Program grant available to a client is based on the purpose of the grant. If the purpose of the grant is for Eviction Prevention (EP), the client is eligible for up \$1000 per fiscal year. A grant for all other allowable purposes under the Client Services Manual is known as an Emergency Assistance (EA) grant and is limited to \$500 per client per fiscal year. Notwithstanding to provisions to the contrary, exceptions to the grant limit are allowed according to the financial and emergent situations of the client on a case by case basis. UOS Modality: Payments on grants are issued to third-party vendors directly. Guidelines are subject to review and approval by PRC board of directors at least annually. Projected UOS and UDC are delineated in the following table. UOS are defined in \$100 increments.

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	1,456	270
07/01/18 - 06/30/19 / GF / B-1.3	Emergency Financial Assistance Grants	1,044	237
03/01/19 - 02/29/20 / RWPA / B-1a	Emergency Financial Assistance Grants	7,099	1,300

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/20 - 02/28/21 / RWPA / B-1b	Emergency Financial Assistance Grants	7,099	1,300
03/01/21 - 02/28/22 / RWPA / B-1c	Emergency Financial Assistance Grants	7,099	1,300

6. METHODOLOGY

Emergency Financial Assistance

This contract provides Emergency Fund Program grants for housing, utility bills, and medical expenses for people with HIV; and are considered standard grants, generally called Emergency Assistance. The program makes payments for client grants via check directly to the vendor of the client's choice, never directly to the client.

Clients become aware of the grants through word of mouth, referrals, press and media stories, public service announcements, advertising, and the distribution of brochures and leaflets. PRC's emergency financial services are widely known by caseworkers and virtually every AIDS service organization in the city. Many agencies that serve low-income populations are well acquainted with PRC's emergency financial services and they encourage their clients to inquire about eligibility. Informational brochures on our services are available in English and Spanish, and services can be provided in most languages with the help of an interpreter service. Brochures are revised annually and sent to all intake sites, which include other AIDS service organizations and medical clinics serving the target populations.

Volunteers perform the bulk of client intake and assessment for Emergency Assistance grants, contributing an average of 20 hours per week, and are assisted as needed by staff that is cross-trained to conduct intake interviews. Everyone affiliated with PRC's emergency financial services is actively engaged in many aspects of HIV/AIDS prevention and care, and all are affected by HIV. Thus, clients are being served by individuals who both understand and empathize, some of whom are in a similar condition.

Eviction Prevention Grants

The PRC AIDS Emergency Fund Program also provides grants for eviction prevention, also known as the Eviction Prevention (EP) grants. The EP grants are for housing-related services (rent, utilities, move-in costs, etc.) in specific circumstances for people with HIV / AIDS whose immediate housing-related financial need exceeds the scope or resources of the standard AEF Program grant, and/or those who face specific dire circumstances related to their housing stability. All grants are paid via check directly to the vendor of the client's choice; never directly to the clients.

The program provides Eviction Prevention grants in any of the following types of situations:

1. The client faces imminent eviction and either the total amount of back-rent exceeds the \$500 standard award, or the client has already fully accessed \$500 through Emergency Assistance grants during the current fiscal year
2. The client is being offered imminent access to permanent affordable or subsidized housing, but either the total move-in costs exceed the \$500 Emergency Assistance grant, or the client has already fully accessed \$500 from the Emergency Assistance grant during the current fiscal year
3. The client faces imminent eviction or is being offered permanent affordable or subsidized housing but is ineligible for a \$500 Emergency Assistance grant because the client's income exceeds the standard criteria, but the client's rent exceeds 50% of his/her income
4. The client faces imminent eviction or is being offered permanent affordable or subsidized housing and DOES meet all criteria of the PRC - AIDS Emergency Fund Program grant, but PRC funding from other sources has been exhausted.

PRC accesses the clients for Eviction Prevention grants through direct referrals or advocacy from case managers of the following agencies and programs:

- AIDS Housing Alliance
- AIDS Legal Referral Panel
- Catholic Charities
- SF AIDS Foundation
- Tenderloin Neighborhood Development Corp.
- Tenderloin Housing Clinic
- Native American Health Center
- CCHAMP Center of Excellence
- Women's Center of Excellence
- Black Health Center of Excellence
- Mission Center of Excellence
- Tenderloin Area Center of Excellence
- HIV Integrated Services Center of Excellence

In addition, the program accesses clients internally through the PRC Employment Services and Benefits Counseling Programs. These agencies and programs all serve low-income populations and are well acquainted with PRC intake guidelines.

Award of Eviction Prevention grants under this contract requires the direct involvement of the Client Services Director in the processing of the application. In order to qualify for a special Eviction Prevention grant under this contract, the following additional criteria apply:

1. A case manager employed at one of the housing or advocacy agencies listed above must provide at least one letter of support, advocacy, or referral, or one request for specific assistance for the client. The letter becomes part of the completed client file.
2. If a client is seeking funds to avoid imminent eviction, the following criteria must be met in addition to PRC's standard criteria:
 - a. The eviction must be for financial reasons, i.e. nonpayment of rent or mortgage, ONLY
 - b. The grant (when combined with other resources) must be enough to avoid the eviction
 - c. The client must have a plan and resources for future rent (verified by caseworker).
3. If a client is seeking funds to access permanent affordable or subsidized housing, the following criteria must be met in addition to PRC's standard criteria:
 - a. Client must present written proof of the permanent housing opportunity
 - b. The grant (when combined with other resources) must be enough to cover all move-in costs
 - c. The client must have a plan and resources for future rent (verified by caseworker)

Program Procedure

Clients who need language assistance are accommodated in several ways. Currently, both FTE staff members are available to assist bilingual and monolingual Spanish-speaking clients. PRC has ready access to several agencies with personnel able to act as interpreters over the telephone in Chinese, Japanese, Korean, Khmer, Vietnamese, Spanish and Tagalog. Signage in multiple languages in the waiting area explains the PRC language access and non-discrimination policy. Volunteers are trained in how to handle deaf relay calls and how to read all materials to blind clients. The PRC - AIDS Emergency Fund Program offices are handicapped accessible and meet ADA guidelines for wheelchair access. Clients with severe mobility problems can access their emergency grant at an intake site where they access other services or may even apply over the phone and mail appropriate documentation to the program offices. Currently, over 30% of the program's emergency financial services intakes are conducted by fax or via intake sites at collaborating agencies.

The Client Services Director supervises all standard grant intake activities. The intake and assessment process includes:

1. collecting and verifying demographic information
2. verifying the client's HIV status
3. ensuring that clients are aware of their rights and the grievance procedure and have provided consent to participate.

Informational bulletin boards and pamphlets are available in the waiting area to help clients learn about and effectively utilize other services that may reduce or eliminate the need for further emergency financial assistance. Clients also receive information about discounts available to low-income households through Pacific Bell, PG&E, food stamps, etc. Referrals are often made to others, such as the PRC Employment Services and Benefits Counseling Programs, the UOP Dental Care Clinic, AIDS Legal Referral Panel, Catholic Charities, the San Francisco AIDS Foundation, and SF General Hospital. Any client who is unhappy with any aspect of their intake may ask to speak with a supervisor, and such meetings are conducted in confidence.

Client must provide the following as part of the standard grant intake process:

1. A photo ID or two other forms of acceptable ID (i.e. DMV payment receipt, social security card, birth certificate, bankcard), indicating that the client is a resident of San Francisco.
2. A valid letter from a qualified health provider documenting a current diagnosis of HIV.
3. A copy of the bill(s) to be paid or a formal lease agreement.
4. Proof of income and willingness to sign a financial disclosure form indicating source(s) and amount(s) of income.
5. Agreement that any funds to be paid will be sent directly to the service provider(s), (i.e., landlords, utility companies, medical providers, etc.) and an understanding that clients may not be given checks to be transmitted to others.

Intake forms faxed from collaborating agencies require this same level of documentation. Clients may also access the program's emergency financial services through a legal power-of-attorney arrangement. In these cases, the client's representative must provide a copy of the Durable Power of Attorney document and their personal ID, in addition to all necessary client information, at the time of intake. The client's file must contain copies of this documentation.

From these various documents, intake volunteers determine if the client is eligible to receive a standard Emergency Assistance grant. The current eligibility income level is based on the HIV Health Services Planning Council's definition of "severe need" and is at 200% of the Current FY Federal Poverty Level for the Emergency Assistance grant and 400% of the Current FY Federal Poverty Level for the Eviction Prevention grant. This income eligibility is set by the Board of Directors and is subject to review by the Board at least annually. Current eligibility criteria are: San Francisco residency, medical diagnosis of HIV, and a demonstrated need of assistance (i.e. bills to be paid). Income eligibility criterion differs depending on types of grant and is updated each year to correspond with the most recent Federal Poverty Levels. If the client meets these criteria and has not accessed Emergency Assistance from PRC for the past 365 days, he or she is eligible for assistance.

Eligibility criteria are reviewed and changed by the board of directors as needed to accommodate the agency's fiscal circumstances. Once the standard criteria and the additional criteria are documented, the Client Services Director then creates the paper and electronic file on the client. Once the Client Services Director has approved the special grant request, a check request is filed.

The Client Services Director prints checks every Tuesday and Thursday morning. Once the checks have been printed, the Controller reviews the client files and the checks. Checks are then signed by the designated check signers. The Client Services Director then mails the check, usually on the same afternoon. In dire emergencies, the program can produce "letters of intent to pay" to stave off eviction or utility shut-off until the check can be cut.

The program's emergency financial services are provided primarily at its offices at 12 Grace Street, Suite 300, in San Francisco. Client appointments are not necessary. Staff and volunteers are available to assist clients in person from 10 a.m. to 12:30 p.m. and 1:30 p.m. to 4 p.m. Monday through Friday, except on bank and legal holidays when Client Services is closed. Staff and volunteers are available to assist clients by phone or fax from 9 a.m. to 5 p.m. these same business days. In addition, clients can access emergency assistance by completing the intake process at any of 48 collaborating agencies and programs across San Francisco (several collaborating agencies are listed below).

The PRC - AIDS Emergency Fund Program has entered into agreements through formal memoranda of understanding with the following agencies and programs to conduct client intakes for us at their point of service:

API Wellness Center	Lyon-Martin Health Services
Bayview Hunters Point Foundation	Maitri AIDS Hospice
Castro Mission Health Center	Mission Neighborhood Health Center
Catholic Charities-Leland, Derek Silva, Peter Claver	Native American Health Center
City Clinic	Rafiki Coalition
Health at Home	SF AIDS Foundation
HealthRIGHT360	South of Market Health Center
HIV Integrated Services	St. Mary's Medical Center
Hope Project/Legal Services for Children	UCSF Positive Health Program
Instituto Familiar de la Raza	VA Medical Center
Laguna Honda Hospital	Westside Community Services
Lutheran Social Services	

Staff of these agencies receive training to conduct complete client intakes at their sites for the convenience of clients who do not wish to travel to the PRC office. The Client Services Director has developed effective working relationships with staff at these agencies and updates them as often as necessary about the PRC programs and procedures.

PRC also maintains appropriate referral relationships with key points of access outside of the HIV care system to ensure referral into care of newly diagnosed and PLWH not in care. Key points of access include emergency rooms, substance abuse treatment programs (non-HIV), adult probation, HIV counseling and testing, mental health programs (non-HIV), and homeless shelters.

PRC depends heavily on volunteers to fulfill its mission. The Client Services Director spends 100% of his time supervising client intake volunteers and running the Client Services Department. He is the primary point of contact for clients and is charged with overseeing program development and service delivery. One-hundred percent of the Client Services Manager's time is spent processing client applications, directing volunteers, and managing demographic data collection and client satisfaction surveys. Indirect costs of this program include administrative, clerical and supervisory support provided by other members of PRC's staff working in tandem across the agency to assure adequate oversight, compliance and a positive client experience.

At PRC all intake staff is fully trained in the ARIES Database and HIPAA guidelines. Once the client has presented all necessary documentation, the Client Services Director or Client Services Manager logs on to the ARIES Database to confirm and update any data. Intake volunteers use the agency's electronic client database to update or enter client address, income, demographic and diagnosis data. Volunteers also electronically confirm that clients received HIPAA documents and housing and satisfaction surveys. The electronic database then opens a client grant file of up to \$1,000, against which any immediate bills are paid. Once the agency database requirements are fulfilled, the Client Services Director or Client Services Manager returns to the ARIES Database and posts the UOS. On a daily basis, the Client Services Director reviews each file for completeness and accuracy. Unless there are omissions or information that must be corrected, the Client Services Director provides written approval, and submits the file for check printing. The Client Services Director then reviews the database for each file. On a monthly basis, the Client Services Director matches the PRC client database records against the ARIES Database data prior to invoicing the DPH.

ARIES Database

PRC collects and submits all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding.

ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential. Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows.

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

7. OBJECTIVES and MEASUREMENTS

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

8. CONTINUOUS QUALITY IMPROVEMENT

The Program abides by the standards of care for the services specified in this appendix as described in the document entitled: "Making the Connection: Standards of Care for Client-Centered Services." Continuous Quality Improvement is achieved through a variety of activities and processes:

- Four staff or board members are involved in the file review and check signing procedures. It is not unusual for questions of clarification to be raised regarding the documentation during this review.
- Biweekly staff meetings provide regular opportunities for problem solving and exchange of information and counsel on all aspects of the agency's work.
- Annual audits are performed by an independent CPA firm, as well as by the San Francisco Department of Public Health. Foundations and other private sector donors also require grant reports, and from time-to-time will do site visits to ascertain the achievements and/or problems associated with specific grants.
- The Chief of Programs conducts annual performance evaluations for each staff member and other contract employees.
- The Board customarily conducts two daylong "retreats" each year and agency performance is always reviewed and discussed at such retreats.
- Training seminars and workshops are posted and circulated often, and both staff and volunteers are encouraged to take advantage of such opportunities.

Intake volunteers and staff members provide each client with a Satisfaction Survey and all clients are encouraged to fill out the surveys. To verify that Satisfaction Surveys are being given to all clients, the program's database contains a field which requires that a date be entered into it when the Satisfaction Survey is provided to clients after intake. A field in the database also tracks the source of faxed paperwork from other intake sites. The monthly automated "Satisfaction Survey Verification Report" can be sorted by intake source so that the Client Services Director can measure success or failure of each intake site to provide Satisfaction reports to clients. Each month the Client Services Director prints the automated report to assure compliance with this process objective and identify volunteers or intake sites that are not providing the survey. Monthly spot checks are conducted to maintain compliance among collaborating intake sites.

The Client Services Director tabulates survey results monthly and forwards them the Chief of Programs and the Board. Results of these surveys are closely monitored by the Programs and Services committee of the Board and serve as a basis for monthly discussion of program enhancements and improvements. Surveys and feedback by vendors who receive payments from the program have not been done in the past for reasons of client confidentiality.

9. REQUIRED LANGUAGE

- a) Third Party Reimbursement: See Target Population, Page 1
- b) Low Income: See Target Population, Page 1
- c) Client Eligibility: See Target Population, Page 1
- d) Client Retention: Not Applicable
- e) Vouchers: Not Applicable
- f) ARIES Database: See ARIES Database, Pages 5 - 6
- g) Standards of Care: See Continuous Quality Improvement, Page 6
- h) Termination of Services:

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

**Appendix B
Calculation of Charges**

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1, B-1.1, B-1.2, B-1.3, B-1a, B-1b, B-1c **AIDS Emergency Fund Program**

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$452,917** 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 Budget #1	10/01/18 – 02/28/19	Ryan White Part A	\$230,000
Revision to Program Budget #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
		Total Award	\$5,266,073
		Contingency for 03/01/19 – 02/28/22	<u>\$452,917</u>
		(This equals the total NTE)Total	\$5,718,990

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

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

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

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

CID# 100009024

Appendix # B

Page # 3

DPH Section HIV Health Services

Contract Term: 03/01/18 - 02/28/22

Check one: Original Contract Amendment RPB

Fiscal Year(s) 2018-22

Agency/Organization Name PRC

FN Date 3/18/19

Contractor Name: PRC - AIDS Emergency Fund Program

FN#: 3

Program/Provider Name	AIDS Emergency Fund Program							TOTALS
	FN#3							
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-1b	A-1/B-1c	
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	03/01/19 - 02/29/20	03/01/20 - 02/28/21	03/01/21 - 02/28/22	
EXPENSES								
Salaries	\$ 127,000	\$ -	\$ -	\$ -	\$ 127,000	\$ 127,000	\$ 127,000	\$ 508,000
Employee Benefits	\$ 32,563	\$ -	\$ -	\$ -	\$ 32,563	\$ 32,563	\$ 32,563	\$ 130,252
Total Personnel Expenses	\$ 159,563	\$ -	\$ -	\$ -	\$ 159,563	\$ 159,563	\$ 159,563	\$ 638,252
Operating Expense	\$ 742,365	\$ 211,100	\$ 145,600	\$ 104,400	\$ 742,365	\$ 742,365	\$ 742,365	\$ 3,430,560
Subtotal Direct Costs	\$ 901,928	\$ 211,100	\$ 145,600	\$ 104,400	\$ 901,928	\$ 901,928	\$ 901,928	\$ 4,068,812
Indirect Cost Amount	\$ 81,174	\$ 18,900	\$ 13,065	\$ 15,600	\$ 81,174	\$ 81,174	\$ 81,174	\$ 372,261
Indirect Cost Rate (%)	9%	9%	9%	14.9425%	9%	9%	9%	
Total Expenses	\$ 983,102	\$ 230,000	\$ 158,665	\$ 120,000	\$ 983,102	\$ 983,102	\$ 983,102	\$ 4,441,073
REVENUES & FUNDING SOURCES								
Ryan White Part A CFDA #93.914	\$ 983,102	\$ 230,000			\$ 983,102	\$ 983,102	\$ 983,102	\$ 4,162,408
SAM/ State Office of AIDS CFDA #93.917 (RWPB supplemental xo8)			\$ 158,665					\$ 158,665
General Fund				\$ 120,000				\$ 120,000
Total DPH Revenues	\$ 983,102	\$ 230,000	\$ 158,665	\$ 120,000	\$ 983,102	\$ 983,102	\$ 983,102	\$ 4,441,073
Total Revenues (DPH and Non-DPH)	\$ 983,102	\$ 230,000	\$ 158,665	\$ 120,000	\$ 983,102	\$ 983,102	\$ 983,102	\$ 4,441,073
Payment Method: Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	

Prepared By Víctor de la Rocha

Phone # 415.972.0823

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%			-
Fringe Benefits	0.00%	-	0%			-
Total Personnel Expenses		-	0%			-
Operating Expenses						
		Expenditure	%			Total
Other (specify): Client Grants		104,400	100%			104,400
Total Operating Expenses		104,400	100%			104,400
Total Direct Expenses						
		104,400	100%			104,400
Indirect Expenses	14.9425%	15,600	100%			15,600
TOTAL EXPENSES		120,000	100%			120,000
UOS per Service Mode						
		1,044				1,044
Cost Per UOS by Service Mode						
		\$114.95				
UDC per Service Mode						
		237				237

BUDGET JUSTIFICATION

OPERATING EXPENSES:			
Other:			
Expense Item	Brief Description	Rate	Cost
Grants to Clients	Paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~1,044 grants @ ~\$100. each	104,400
Total Other:			104,400
TOTAL OPERATING EXPENSES:			104,400
TOTAL DIRECT COSTS:			104,400

INDIRECT COSTS	Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ .19% (.097 Contract FTE / 51.0 Agency FTE).		15,600
		Indirect Rate:	14.9425%
		TOTAL INDIRECT COSTS:	15,600
TOTAL EXPENSES:			120,000



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:



San Francisco Department of Public Health
Business Associate Agreement

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.

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



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health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

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.

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



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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 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



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Business Associate Agreement

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.

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



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Business Associate Agreement

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)]

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



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Business Associate Agreement

subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

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

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

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

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

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



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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH 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 SFDPH.

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.] [SFDPH 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 SFDPH'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 SFDPH Information Security staff?						

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

If Applicable: DOES YOUR ORGANIZATION...						Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH 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 SFDPH.)						
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:	Name & Title:	Phone #	Email:			
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH data security training materials are available for use; contact OCPA at 1-855-729-6040.]						
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?						
I	Have (or will have if/when applicable) a diagram of how SFPDH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?						

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

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

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

APPENDIX F-1.3
070/1/18 - 06/30/19
PAGE A

Contractor: Positive Resource Center
Address: 170 9th Street
San Francisco, CA 94103

Telephone: 415-558-6999
Fax: 415-558-6990

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:



Contract ID #
1000009024

Invoice Number
A-1JUL18

Contract Purchase Order No:

Funding Source:

Grant Code/Detail:

Project Code/Detail:

Invoice Period:

FINAL Invoice (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	1,044	237						N/A	1,044	N/A

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		237			237

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 - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$104,400				\$104,400.00
Total Operating Expenses	\$104,400				\$104,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$104,400				\$104,400.00
Indirect Expenses	\$15,600				\$15,600.00
TOTAL EXPENSES	\$120,000				\$120,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to: SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor, Suite 423 San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1.3
070/1/18 - 06/30/19
PAGE B

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-558-6999 Fax: 415-558-6990 Program Name: PRC - AIDS Emergency Fund Program ACE Control #: <input style="width: 150px;" type="text"/>	Invoice Number: <input style="width: 150px; border: 1px solid black;" type="text" value="A-1JUL18"/> Contract Purchase Order No: <input style="width: 150px;" type="text"/> Fund Source: <input style="width: 150px; border: 1px solid black;" type="text" value="General Fund"/> Grant Code/Detail: <input style="width: 150px;" type="text"/> Project Code/Detail: <input style="width: 150px;" type="text"/> Invoice Period: <input style="width: 150px; border: 1px solid black;" type="text" value="07/1/18 - 07/31/18"/> FINAL Invoice <input style="width: 50px;" type="checkbox"/> (check if Yes)
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DETAIL PERSONNEL EXPENDITURES

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

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

Certified By: _____ Date: _____
 Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2019

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

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

PRODUCER RCU Insurance Services 3033 Cleveland Ave Suite 400 Santa Rosa CA 95403	CONTACT NAME: Viktoria Cordes PHONE (A/C No, Ext): (707) 578-5082 FAX (A/C, No): (707) 522-6851 E-MAIL ADDRESS: vcordes@redwoodcu.org																					
INSURED Positive Resource Center 170 9th Street San Francisco CA 94103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td colspan="2">Nonprofit Insurance Alliance of California - All Other</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2">Republic Indemnity Co. of America - Workers Comp</td> </tr> <tr> <td>INSURER C:</td> <td colspan="2">Philadelphia Insurance Companies - Cyber Coverage</td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"> </td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nonprofit Insurance Alliance of California - All Other		INSURER B:	Republic Indemnity Co. of America - Workers Comp		INSURER C:	Philadelphia Insurance Companies - Cyber Coverage		INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** CL194202010 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			2019-16972 GL/AL	02/03/2019	02/03/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2019-16972 GL/AL	02/03/2019	02/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2019-16972-UMB	02/03/2019	02/03/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> Y <input type="checkbox"/> N/A			25105102	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability Professional Liability Directors & Officers Liability			PHSD1434288 2019-16972 SSPL 2019-16972 DNO	04/01/2019 02/03/2019 02/03/2019	04/01/2020 02/03/2020 02/03/2020	Cyber Liability 1,000,000 SS Professional 1,000,000 Directors/Officers 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is listed as an Additional Insured with respects all operations of the Named Insured.

CERTIFICATE HOLDER San Francisco Department of Public Health 1380 Howard Street, 5th Floor San Francisco, CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: 2019-16972
Named Insured: Positive Resource Center

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: Subdivis

City and County of San Francisco Contract Management Unit; SF Department of Public Health

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (16972)
 POLICY NUMBER: 2019-16972
 NAMED INSURED: Positive Resource Center
 POLICY CHANGE EFFECTIVE: 02/03/2019
 COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
 POLICY CHANGE#: 2 Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 12 Locations - ALL
 City and County of San Francisco Contract Management Unit; SF Department of
 Public Health \$0
 101 Grove Street, Room 402
 San Francisco, CA 94102

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0
 RETURN PREMIUM: \$0
 TOTAL PREMIUM: \$0

AUTHORIZED SIGNATURE

02/11/2019

(02187)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Who Is An Insured** provision under **Covered Autos Liability Coverage**:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".