

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

Agreement between the City and County of San Francisco and

PROJECT OPEN HAND

This Agreement is made this 1ST day of April, 2017, in the City and County of San Francisco, State of California, by and between Project Open Hand, 730 Polk Street, San Francisco, CA 94109 ("Contractor") and City.

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to secure food and nutrition services to low-income HIV clients living in San Francisco; and,

WHEREAS, a Request for Proposal ("RFP") was issued on January 30, 2017, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means **Project Open Hand, 730 Polk Street, San Francisco, CA 94109.**

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) **April 1, 2017**; or (ii) the Effective Date and expire on **March 31, 2021**, unless earlier terminated as otherwise provided herein.

2.2 The City has **six (6)** options to renew the Agreement for a period of **one year** each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

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

Article 3 Financial Matters

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

agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 Compensation.

3.3.1 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 **Six Million, Two Hundred Fifty-Eight Thousand, Six Hundred Ninety DOLLARS (\$6,258,690)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until **Department of Public Health** approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Grant Funded Contracts.

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

(b) Reserved (Grant Terms)

3.4 Audit and Inspection of Records. 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 \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

If Contractor expends less than \$500,000 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 of a waiver of the aforementioned audit requirement 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.

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

Article 4 Services and Resources

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

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

4.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the

work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the **subcontractors listed below**.

a. Grant Whitting

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

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit

such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

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 and \$2,000,000 general aggregate 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.

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 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.

5.1.6 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.

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

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

attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	10.13	Working with Minors
Article 7	Payment of Taxes	11.10	Compliance with Laws
10.4.3	Protected Health Information	Item 1 of Appendix D attached to this Agreement	

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

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

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

Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability
10.4.3	Protected Health Information	Item 1 of Appendix D attached to this Agreement	

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at www.sfgov.org under "Government."

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

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

10.4 Nondisclosure of Private, Proprietary or Confidential Information.

10.4.1 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.

10.4.2 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.

10.4.3 **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.

10.5 Nondiscrimination Requirements

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

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

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

10.7 **Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.].

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

10.13 Working with Minors In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

10.14 Consideration of Criminal History in Hiring and Employment Decisions

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

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

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

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

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

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

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 402 San Francisco, California 94102	FAX: (415) 554-1100 e-mail: Nora.macias@sfdph.org
And:	Bill Blum HIV HEALTH SERVICES 25 VAN NESS AVENUE, SUITE 500 SAN FRANCISCO, CA 94102	e-mail: Bill.blum@sfdph.org
To CONTRACTOR:	PROJECT OPEN HAND 730 POLK STREET SAN FRANCISCO, CA 94109	e-mail: mryle@openhand.org

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

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

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

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

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

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP and Contractor's proposal dated **January 30, 2017**. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and Contractor's proposal.

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

11.15 **Additional Terms.** Additional Terms are attached hereto as Appendix D and are incorporated into this Agreement by reference as though fully set forth herein.


Article 12 MacBride And Signature

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

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

CITY

Recommended by:



Barbara A. Garcia, MPA
Director of Health
Department of Public Health

Date:

4/7/17

CONTRACTOR

PROJECT OPEN HAND



Mark Ryle
Executive Director
730 Polk Street
San Francisco, CA 94109

Date:

4/5/17

City vendor number: 15021

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

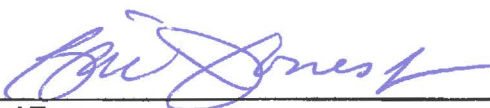


Kathleen Murphy
Deputy City Attorney


Date

4/6/17

Approved:



Jaci Fong
Director of the Office of Contract Administration, and
Purchaser

- 
- Appendices**
- A: Scope of Services
 - B: Calculation of Charges
 - C: Reserved
 - D: Additional Terms
 - E: HIPAA Business Associate Agreement
 - F: Invoice
 - G: Dispute Resolution

H: Grant Terms Reserved

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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 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 San Francisco General Hospital performance improvement committees (PIPS and Quality Council) or the to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan 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 HIV/AIDS Food and Nutrition Services

Appendix A-2 HIV/AIDS Food and Nutrition Services – Getting to Zero

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.

SUMMARY

Service Providers:	Project Open Hand					
Address:	730 Polk Street, San Francisco, CA 94109					
Total Contract:	\$5,588,116					
Contact:	Mark Ryle, CEO, 415-447-2321, mryle@openhand.org					
Fund Source	SAM-State Office of AIDS / GTZ Gen Fund					
Program Name:	HIV / AIDS Food and Nutrition Services					
Appendix A-1 / B-1.1 Amount / Term	\$ 72,000	04/01/17 – 09/29/17 (SAM - Sup)			Total UDC	40
Definitions of UOS	Prepared Meals	4,923	Grocery Bags	551	Total Meals	5,474
Appendix A-2 / B-2 Amount / Term	\$ 61,500	04/01/17 - 06/30/17 (GTZ GF)			Total UDC	30
Definitions of UOS	Prepared Meals	4,205	Grocery Bags	471	Total Meals	4,676
Appendix A-1 / B-1 Amount / Term	\$ 1,278,279	04/01/17 - 03/31/18 (SAM)			Total UDC	800
Definitions of UOS	Prepared Meals	85,822	Grocery Bags	9,607	Total Meals	95,679
	Nutritional Counseling	250			Total Hours	250
Appendix A-2 / B-2a Amount / Term	\$ 341,500	07/01/17 - 06/30/18 (GTZ GF)			Total UDC	120
Definitions of UOS	Prepared Meals	23,350	Grocery Bags	2,614	Total Meals	25,964
Appendix A-1 / B-1a Amount / Term	\$ 1,278,279	04/01/18 - 03/31/19 (SAM)			Total UDC	800
Definitions of UOS	Prepared Meals	83,285	Grocery Bags	9,323	Total Meals	92,858
	Nutritional Counseling	250			Total Hours	250
Appendix A-1 / B-1b Amount / Term	\$ 1,278,279	04/01/19 - 03/31/20 (SAM)			Total UDC	800
Definitions of UOS	Prepared Meals	80,822	Grocery Bags	9,046	Total Meals	90,118
	Nutritional Counseling	250			Total Hours	250
Appendix A-1 / B-1c Amount / Term	\$ 1,278,279	04/01/20 - 03/31/21 (SAM)			Total UDC	800
Definitions of UOS	Prepared Meals	80,017	Grocery Bags	8,955	Total Meals	89,222
	Nutritional Counseling	250			Total Hours	250
Target Population	SF residents disabled by HIV/AIDS, especially low income, uninsured, and underinsured.					
Description of Services	An "HIV/AIDS Meal" may be a prepared frozen meal or a grocery bag picked up from the POH grocery center; or bulk food items used to prepare the meal or bag. Nutritional Counseling is an Hour of staff time.					

1. Program Name / Address **Project Open Hand**
HIV/AIDS Food and Nutrition Services
 730 Polk Street, San Francisco, California 94109
 415-447-2300 Fax: 415-447-2490, www.openhand.org
Contact Name / Phone: Mark Ryle, CEO, 415-447-2321, mryle@openhand.org

2. Nature of Document **Original**

3. Goal Statement:

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

4. Target Population:

The target population for this contract is low-income residents of San Francisco with symptomatic or disabling HIV disease whose eligibility is certified by their primary care physician. Project Open Hand serves residents of every neighborhood in San Francisco with the majority of our HIV infected clients living in the Tenderloin, South of Market and other low-income areas of the city.

POH assures that HHS funds are used only to fund services not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-incomes and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-incomes and are underinsured. Low income status is defined as 400% of Federal Poverty Level as defined by the US Department of Health and Human Services

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

5. Modality(s)/Intervention(s): Units of Service (UOS) and Unduplicated Clients (UDC)

Appendix / Period	Units of Service Description	UOS	UDC
A-1 / B-1.1 / 04/01/17 – 09/29/17	Food: Prepared Meal 40 clients x ~21 meals/month x 6 months	4,923	40
A-1 / B-1.1 / 04/01/17 – 09/29/17	Food: Grocery Bags 40 clients x ~2.3 grocery bags / mo. x 6 months	551	40
Total UOS and Total UDC		5,474	40

Appendix / Period	Units of Service Description	UOS	UDC
A-1 / B-1: 04/01/17 – 03/31/18	Food: Prepared Meal 800 clients x ~9 meals / mo. x 12 months	85,822	800
A-1 / B-1: 04/01/17 – 03/31/18	Food: Groceries 800 clients x ~1 grocery bag / mo. x 12 months	9,607	800
A-1 / B-1: 04/01/17 – 03/31/18	Nutrition: Counseling Hours .20 FTE x 48 wk. x 40 hrs. /wk. x 65% effort	250	175
Total UOS and Total UDC		95,679	800
Appendix / Period	Units of Service Description	UOS	UDC
A-1 / B-1a: 04/01/18 – 03/31/19	Food: Prepared Meal 800 clients x ~9 meals / mo. x 12 months	83,285	800
A-1 / B-1a: 04/01/18 – 03/31/19	Food: Groceries 800 clients x ~1 grocery bag / mo. x 12 months	9,323	800
A-1 / B-1a: 04/01/18 – 03/31/19	Nutrition: Counseling Hours .20 FTE x 48 wk. x 40 hrs. /wk. x 65% effort	250	175
Total UOS and Total UDC		92,858	800
Appendix / Period	Units of Service Description	UOS	UDC
A-1 / B-1b: 04/01/19 – 03/31/20	Food: Prepared Meal 800 clients x ~8 meals/mo. x 12 months	80,822	800
A-1 / B-1b: 04/01/19 – 03/31/20	Food: Groceries 800 clients x ~1 grocery bag / mo. x 12 months	9,046	800
A-1 / B-1b: 04/01/19 – 03/31/20	Nutrition: Counseling Hours .20 FTE x 48 wk. x 40 hrs. /wk. x 65% effort	250	175
Total UOS and Total UDC		90,118	800
Appendix / Period	Units of Service Description	UOS	UDC
A-1 / B-1c: 04/01/20 – 03/31/21	Food: Prepared Meal 800 clients x ~8 meals/mo. x 12 months	80,017	800
A-1 / B-1c: 04/01/20 – 03/31/21	Food: Groceries 800 clients x ~1 grocery bag / mo. x 12 months	8,955	800
A-1 / B-1c: 04/01/20 – 03/31/21	Nutrition: Counseling Hours .20 FTE x 48 wk. x 40 hrs. /wk. x 65% effort	250	175
Total UOS and Total UDC		89,222	800

6. Methodology:

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

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

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

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

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

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

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

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

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

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

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

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

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

Client satisfaction and feedback: Satisfaction surveys are conducted with clients to evaluate the appeal, taste and variety of the meals, our Grocery Center services, and POH's overall customer service. Ongoing feedback is gathered not only through surveys, but also on a voicemail suggestion line, comment cards in the Grocery Center, bimonthly lunches with our CEO, and quarterly town

hall meetings. We measure client satisfaction with food and services, client medication adherence, nutrition knowledge, medical engagement, resource access and mental health status. If not on the spot, within 24 hours we respond to client challenges and complaints directly and on the Feedback Board in our Grocery Center.

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

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

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

ARIES Database

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

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

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

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the HHS document entitled "HHS Performance Objectives FY17-18."

8. Continuous Quality Improvement:

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

Food storage, preparation, and services are monitored according to established Hazard Analysis and Critical Control Points (HACCP) procedures and the California Uniform Retail Food Facilities Law from the California Health and Safety Code, as administered by the SFDPH. These include guidelines for proper temperature control, cleaning, sanitizing, food service worker hygiene, and safe worker habits. All staff are ServSafe certified and RDs are credentialed by the Commission on Dietetic Registration. POH follows written policies to train staff and volunteers regarding infection control, blood-borne pathogens, and universal precautions to prevent the spread of HIV and other disease. Procedures address:

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

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

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

9. Required Language:

A) Third Party Reimbursement:	See Target Population, Page 1
B) Enrollment Priority:	See Target Population, Page 1
C) Client Eligibility:	See Target Population, Page 1
D) Standards of Care:	See CQI, Page 7
E) ARIES:	See Aries Database, Page 6-7
F) Vigorous Pursuit:	N/A

1. PROGRAM NAME / ADDRESS: **Project Open Hand**
HIV / AIDS Food and Nutrition Services – Getting to Zero
730 Polk Street, San Francisco, California 94109
415-447-2300 Fax: 415-447-2490, www.openhand.org
Contact Name / Phone: Mark Ryle, CEO, 415-447-2321, mryle@openhand.org

2. NATURE OF DOCUMENT: **Original**

3. GOAL STATEMENT:

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

1. Expand and ensure food access for underserved new clients based on poverty and food insecurity by distributing food at off-site locations in communities severely impacted by HIV.
2. Expand capacity to combat food insecurity beyond clients already served by POH.
3. Link, track, and follow up on client referrals from the newly funded GTZ Intensive Case Management Programs and the GTZ Employment Services Program.

4. TARGET POPULATION

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

The program assures that all HHS funds are only used to pay for services that are not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 400% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.

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

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

Goal # 1: Food Access for Underserved Clients				
Appendix / Term	Units of Service (UOS) Description		UOS	UDC
A-2 / B-2: 04/01/17 – 06/30/17	Delivered Meals	1 UOS = 1 prepared	1,388	10
A-2 / B-2: 04/01/17 – 06/30/17	Grocery Bags	1 UOS = 1 grocery bag	155	10
Goal 1 Total UOS and Total UDC			1,543	10
Goal # 2: Expand Capacity				
Appendix / Term	Units of Service (UOS) Description		UOS	UDC
A-2 / B-2: 04/01/17 – 06/30/17	Delivered Meals	1 UOS = 1 prepared	1,051	10
A-2 / B-2: 04/01/17 – 06/30/17	Grocery Bags	1 UOS = 1 grocery bag	118	10
Goal 2 Total UOS and Total UDC			1,169	10
Goal # 3: Link, Track and Follow up Client Referrals				
Appendix / Term	Units of Service (UOS) Description		UOS	UDC
A-2 / B-2: 04/01/17 – 06/30/17	Delivered Meals	1 UOS = 1 prepared	1,766	10
A-2 / B-2: 04/01/17 – 06/30/17	Grocery Bags	1 UOS = 1 grocery bag	198	10
Goal 3 Total UOS and Total UDC			1,964	10
Total UOS and UDC (04/01/17 – 06/30/17)			4,676	30

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

6.METHODOLOGY

Goal # 1: Food Access for Underserved Clients

A. Outreach, Recruitment and Promotion

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

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

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

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

B. Admission, Enrollment and/or Intake Criteria

Newly referred clients meet with a POH caseworker to discuss POH services, the annual recertification process, specific dietary needs, symptom management, and to collect demographic information and confirm all documents are in place to trigger service.

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

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

C. Service Delivery Model

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

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

POH will introduce its existing service model to communities in addition to current services. Working with existing community based organizations, SF/Marin Food Bank pantries and through a mobile POH Meal-Mobile, POH will meet clients where they are already connecting to services or in their neighborhoods. The POH mobile delivery vehicle will provide clients with privacy for intake, a pantry to shop from, and a choice of frozen or hot meals.

This additional engagement structure will be required to address and mitigate stigma, transportation, access and housing stability in this un/under engaged population.

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

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

Prepared Meals

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

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

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

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

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

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

1. When was the last time you met with a medical provider? (client attestation)
2. Are you taking your medication? (observation and client attestation).
3. Are you eating enough? (observation and client attestation).
4. Have you experienced weight loss or gain? (observation and client attestation).
5. How is your mobility (observation and client attestation)
6. Psych stress (observation)

7. Others in household (observation).
8. Status of household (observation)
9. BMI Ankle measure (measurement)

Grocery Center

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

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

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

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

Volunteer Services

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

D. Discharge Planning and Exit Criteria and Process

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

E. Program Staff

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

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

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

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

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

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

Goal # 2: Expand Capacity (to combat food insecurity beyond clients already served by POH)

A. Outreach, Recruitment and Promotion

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

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

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

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

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

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

C. Service Delivery Model

Prepared Meals

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

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

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

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

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

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

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

Grocery Center

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

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

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

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

Volunteer Services

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

D. Discharge Planning and Exit Criteria

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

E. Program Staff

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

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

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

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

Goal # 3: Link, Track and Follow up Client Referrals (fr GTZ Intensive Case Mngt Progs and Employment Svcs)

A. Outreach, Recruitment and Promotion

Wellness Manager and Caseworkers will accept referrals from GTZ Intensive Case Management programs.

B. Admission, Enrollment and/or Intake Criteria

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

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

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

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

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D. Discharge Planning and Exit Criteria

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E. Program Staff

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

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

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

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

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

7.OBJECTIVES AND MEASUREMENTS

1. By the end of the Fiscal Year, greater than 50% of clients will demonstrate an improvement in Food Security as measured by FS6 index - USDA 6 item Food Security Survey.
POH will utilize the FS6 food security assessment at every 6-month renewal to determine impact.
2. By the end of the Fiscal Year, greater than 50% of clients will attest to increased medication adherence as reported through POH Client Survey.
The Client Survey is a tool developed and delivered at least annually to our entire client base and is administered by POH staff in three languages.
3. By the end of the Fiscal Year, greater than 50% of clients will improve Activities of Daily Living / Quality of Life in at least two indicators as measured by the SAMS 2009 ADL Assessment.
These measures will be included in our Client Survey and measured there.
4. By the end of the Fiscal Year, greater than 60% of clients will receive nutrition education related to their diagnosis.

5. By the end of the Fiscal Year, greater than 25% of clients will remain engaged in POH services for at least 6 months.

POH will measure this using its internal database, identifying GTZ clients separately and querying database quarterly.

8. CONTINUOUS QUALITY IMPROVEMENT

The program abides by the standards of care for the services specified in this appendix as described in *Making the Connection: Standards of Care for Client-Centered Services*.

POH operations follow governmental, professional and agency standards for food sanitation and safety, infection control and universal precautions. The Food Operations and Grocery Center Committees work together to evaluate the meals and groceries, develop menu cycles, and monitor the safety and sanitation of kitchen and food storage operations. The R.D. reviews nutrition goals periodically.

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

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

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

ARIES Database

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

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

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

9. REQUIRED LANGUAGE

A) Third Party Reimbursement:	See Target Population, Page 1
B) Enrollment Priority:	See Target Population, Page 1
C) Client Eligibility:	See Target Population, Page 1
D) Standards of Care:	See CQI, Page 12
E) ARIES:	See Aries Database, Page 12-13
F) Vigorous Pursuit:	N/A

Appendix B

Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

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

B. Contractor understands that, of the maximum dollar obligation listed in Article 3.3.1 of this Agreement, **\$670,574** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	Term	Funding Source	Amount
Original Agreement	04/01/17 – 03/31/18	SAM/State – RWPB	\$1,278,279
Original Agreement	04/01/17 – 09/29/17	SAM/State – RWPB Supplemental	\$72,000
Original Agreement	04/01/17 – 06/30/17	General Fund	\$61,500
Original Agreement	07/01/17 – 06/30/18	General Fund	\$341,500
Original Agreement	04/01/18 – 03/31/19	SAM/State – RWPB	\$1,278,279
Original Agreement	04/01/19 – 03/31/20	SAM/State – RWPB	\$1,278,279
Original Agreement	04/01/20 – 03/31/21	SAM/State – RWPB	\$1,278,279
		Contingency	<u>\$670,574</u>
		(This equals the total NTE)Total	<u>\$6,258,690</u>

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

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

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

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

CMS # 7868

Appendix B, Page 3

DPH Section HIV Health Services

04/01/17-03/31/21

Check one: ☒ Original ☐ Contract Amendment ☐ Internal Contract Revision

FY 2016-21.

Agency/Organization

Name **PROJECT OPEN HAND**

Funding Notification #1 Date 03/09/17

Contractor Name **PROJECT OPEN HAND**

Program/Provider Name	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs	
Appendix Number	B-1.1	B-2	B-1	B-2a	B-1a	B-1b	B-1c	TOTALS
Appendix Term	4/01/17-9/29/17	4/01/17-6/30/17	4/01/17-3/31/18	7/01/17-6/30/18	4/01/18-3/31/19	4/01/19-3/31/20	4/01/20-3/31/21	
EXPENSES								
Salaries	\$ 21,562	\$ 45,505	\$ 672,375	\$ 164,475	\$ 679,132	\$ 685,234	\$ 687,153	\$ 2,955,436
Employee Benefits	\$ 7,579	\$ 15,995	\$ 236,340	\$ 57,813	\$ 238,715	\$ 240,860	\$ 241,534	\$ 1,038,836
Total Personnel	\$ 29,141	\$ 61,500	\$ 908,715	\$ 222,288	\$ 917,847	\$ 926,094	\$ 928,687	\$ 3,994,272
Operating Expense	\$ 42,859	\$ -	\$ 369,564	\$ 119,212	\$ 360,432	\$ 352,185	\$ 349,592	\$ 1,593,844
Subtotal Direct Costs	\$ 72,000	\$ 61,500	\$ 1,278,279	\$ 341,500	\$ 1,278,279	\$ 1,278,279	\$ 1,278,279	\$ 5,588,116
Indirect Cost Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Indirect Cost Rate (%)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total Expenses	\$ 72,000	\$ 61,500	\$ 1,278,279	\$ 341,500	\$ 1,278,279	\$ 1,278,279	\$ 1,278,279	\$ 5,588,116
REVENUES & FUNDING SOURCES								
DPH Funding Sources								
SAM/State Office of AIDS CFDA #93.917			\$ 1,278,279		\$ 1,278,279	\$ 1,278,279	\$ 1,278,279	\$ 5,113,116
GTZ - General Fund		\$ 61,500		\$ 341,500				\$ 403,000
SAM/State Office of AIDS CFDA #93.917 RWPB supplemental/xo8	\$ 72,000							\$ 72,000
Total DPH Revenues	\$ 72,000	\$ 61,500	\$ 1,278,279	\$ 341,500	\$ 1,278,279	\$ 1,278,279	\$ 1,278,279	\$ 5,588,116
Total (DPH/Non-DPH)	\$ 72,000	\$ 61,500	\$ 1,278,279	\$ 341,500	\$ 1,278,279	\$ 1,278,279	\$ 1,278,279	\$ 5,588,116
Payment Method	CR	CR	CR	CR	CR	CR	CR	
Prepared By VICTOR DE LA ROCHA Phone # 415.447.2456								

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		HIV/AIDS Nutrition Counseling Hours		
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
Caseworkers	2.00	71,552	80%	17,888	20%			89,440
Cooks	3.00	84,880	80%	21,220	20%			106,100
Delivery Driver	1.00	24,478	80%	6,119	20%			30,597
Dispatcher	0.66	19,802	80%	4,950	20%			24,752
Wellness Center Receptionist	0.80	22,191	80%	5,548	20%			27,739
Manager, Distribution	0.66	33,528	80%	8,382	20%			41,910
Manager, Grocery Services	0.65	27,040	80%	6,760	20%			33,800
Manager, Volunteer Services	0.65	28,600	80%	7,150	20%			35,750
Manager, Wellness Programs	0.65	31,200	80%	7,800	20%			39,000
Supervisor, Operations	0.65	30,046	80%	7,511	20%			37,557
Operations Coordinator	1.00	34,711	80%	8,678	20%			43,389
Outreach Coordinator	0.20	7,200	80%	1,800	20%			9,000
Porters	1.50	36,566	80%	9,142	20%			45,708
Director, Nutrition Services	0.10					7,904	100%	7,904
Registered Dietician	0.1477					9,216	100%	9,216
Volunteer Coordinators	1.30	45,427	80%	11,357	20%			56,784
VP, Programs	0.25	19,000	80%	4,750	20%			23,750
Communications Officer	0.10	4,640	80%	1,160	20%			5,800
Staff Accountant	0.08	3,343	80%	836	20%			4,179
Total FTE & Total Salaries	15.3977	524,204	77.963%	131,051	19.491%	17,120	2.546%	672,375
Fringe Benefits	35.15%	184,258	77.963%	46,064	19.491%	6,018	2.546%	236,340
Total Personnel Expenses		708,462	77.963%	177,115	19.491%	23,138	2.546%	908,715
Operating Expenses		Expense	%	Expense	%	Expense	%	Contract Total
Total Occupancy		31,114	80%	7,779	20%			38,893
Total Materials and Supplies		264,537	80%	66,134	20%			330,671
Total General Operating								-
Total Operating Expenses		295,651	80%	73,913	20%			369,564
Total Direct Expenses		1,004,113	78.552%	251,028	19.638%	23,138	1.810%	1,278,279
Indirect Expenses 0%			0%		0%		0%	-
TOTAL EXPENSES		1,004,113	78.552%	251,028	19.638%	23,138	1.810%	1,278,279
UOS per Service Mode		85,822		9,607		250		95,679
Cost / UOS by Service Mode		\$11.70		\$26.13		\$92.55		N/A
UDC per Service Mode		800		800		175		800

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: Caseworkers				
Brief Duties Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
Annual Salary	x FTE	x Mos per Yr	Annualized if < 12 mos	Total
\$45,760.00	1.00	12	1.00	\$ 45,760
Staff Position 2: Caseworkers				
Brief Duties Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
\$43,680.00	1.00	12	1.00	\$ 43,680
Staff Position 4: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$41,891.20	1.00	12	1.00	\$ 41,891
Staff Position 5: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$33,051.20	1.00	12	1.00	\$ 33,051
Staff Position 6: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$31,158.40	1.00	12	1.00	\$ 31,158
Staff Position 9: Delivery Driver				
Brief Duties Responsible for driving agency vehicles to deliver meals and groceries.				
Min Quals Requires 2 years driving experience, clean driving record and the ability to lift 50 lbs.				
\$30,596.80	1.00	12	1.00	\$ 30,597
Staff Position 11: Dispatcher				
Brief Duties Responsible for organizing food products by route, scheduling and supervising staff and volunteer drivers.				
Min Quals 3 yrs experience supervising staff and volunteers.				
\$37,502.40	0.66	12	1.00	\$ 24,752
Staff Position 12: Wellness Center Receptionist				
Brief Duties Responsible for greeting clients, helping clients navigate services and recording client service data.				
Min Quals Previous experience as receptionist and working with vulnerable populations, HIV and critically ill.				
\$34,673.60	0.80	12	1.00	\$ 27,739
Staff Position 13: Manager, Distribution				
Brief Duties Responsible for scheduling and supervising drivers and distribution staff and volunteers.				
Min Quals BA in Social Services or related field, experience in food services distribution and supervision of staff.				
\$63,500.06	0.66	12	1.00	\$ 41,910

Staff Position 14: Manager, Grocery Services					
Brief Duties Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.					
Min Quals 3 yrs experience managing staff and inventory for food distribution programs.					
\$52,000.00	0.65	12	1.00	\$	33,800
Staff Position 15: Manager, Volunteer Services					
Brief Duties Responsible for volunteer recruitment, training and retention, and supervising Volunteer Coordinator.					
Min Quals BA in Social Services related field and 2 yrs experience managing volunteers and staff.					
\$55,000.14	0.65	12	1.00	\$	35,750
Staff Position 16: Manager, Wellness Programs					
Brief Duties Responsible for management of all client-related issues including setting service policies and supervising staff.					
Min Quals BA in Social Svcs and 5 yrs experience supervising svcs for PWHA and behavioral health issues.					
\$59,999.94	0.65	12	1.00	\$	39,000
Staff Position 17: Supervisor, Operations					
Brief Duties Responsible for purchasing and inventory management of food and supplies.					
Min Quals Previous experience in warehouse operations and inventory control.					
\$57,780.06	0.65	12	1.00	\$	37,557
Staff Position 18: Operations Coordinator					
Brief Duties Responsible for receiving raw goods and inventory management.					
Min Quals Previous experience in warehouse operations and inventory control.					
\$43,388.80	1.00	12	1.00	\$	43,389
Staff Position 20: Outreach Coordinator					
Brief Duties Community Outreach, Client and Partner Engagement, program communication and barrier analysis.					
Min Quals B.A., case management experience. Bil-lingual spanish.					
\$45,000.00	0.20	12	1.00	\$	9,000
Staff Position 21: Porters					
Brief Duties Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals Requires previous experience working in high-volume kitchen operations.					
\$30,596.80	1.00	12	1.00	\$	30,597
Staff Position 22: Porters					
Brief Duties Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals Requires previous experience working in high-volume kitchen operations.					
\$30,222.40	0.50	12	1.00	\$	15,111
Staff Position 23: Director, Nutrition Services					
Brief Duties Responsible for direct client engagement and assessment and for nutrition education and quality assurance.					
Min Quals Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients					
\$79,040.00	0.10	12	1.00	\$	7,904
Staff Position 24: Registered Dietician					
Brief Duties Responsible for direct client engagement and assessment and for nutrition education and quality assurance.					
Min Quals licensed Registered Dietitian with previous exp working with critically ill & HIV clients					
\$62,400.00	0.1477	12	1.00	\$	9,216

Staff Position 25: Volunteer Coordinators					
Brief Duties Responsible for scheduling/supervising volunteers for kitchen, distribution and Grocery Center.					
Min Quals Requires 3 years experience managing volunteers.					
\$43,680.00	1.00	12	1.00	\$	43,680
Staff Position 26: Volunteer Coordinators					
Brief Duties Responsible for scheduling/supervising volunteers for kitchen, distribution and Grocery Center.					
Min Quals Requires 3 years experience managing volunteers.					
\$43,680.00	0.30	12	1.00	\$	13,104
Staff Position 27: VP, Programs					
Brief Duties Supervise program and food distribution efforts.					
Min Quals Bachelors Degree. 5 years significant program management.					
\$95,000.00	0.25	12	1.00	\$	23,750
Staff Position 28: Communications Officer					
Brief Duties Development and production of Communication materials.					
Min Quals B.A., Communication, Bil-lingual spanish.					
\$58,000.02	0.10	12	1.00	\$	5,800
Staff Position 29: Staff Accountant					
Brief Duties Responsible for payroll, accounts payable and receivable.					
Min Quals Bachelors Degree. 5 years bookkeeping experience.					
\$52,232.00	0.08	12	1.00	\$	4,179
Total FTE:		15.3977	Total Salaries: \$		672,375

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 51,436.69
Retirement	\$ 10,085.63
Medical	\$ 80,685.00
Dental	\$ 40,342.50
Disability Insurance	\$ 53,790.00

Total Fringe Benefit: 236,340
Fringe Benefit %: 35.15%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	908,715
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2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Telephone	program use : \$3,104 per mo ÷ 109.64 total SF FTE =	~ \$28.31 / mo / FTE x 15.40 FTE =	5,231
Internet	program use: \$740 per mo ÷ 109.64 total SF FTE =	~ \$6.75 mo / FTE x 15.40 FTE =	1,246
Gas/Electric	program use: \$8,307 per mo ÷ 109.64 total SF FTE =	~ \$75.77 / mo / FTE x 15.40 FTE =	14,001
Water	program use: \$5,505 per mo ÷ 109.64 total SF FTE =	~ \$50.21 / mo / FTE x 15.40 FTE =	9,278
Garbage Disposal	program use: \$5,421 per mo ÷ 109.64 total SF FTE =	~ \$49.44 mo / FTE x 15.40 FTE =	9,137
Total Occupancy:			38,893

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Food & Packaging Meals	direct cost of food/packaging per meal	~ \$2.90 per meal x 85,822 UOS =	249,251
Food & Packaging Groceries	direct cost of food/packaging costs per grocery bag	~ \$8.48 per bag x 9,607 UOS =	81,420
Total Materials & Supplies:			330,671

TOTAL OPERATING EXPENSES: 369,564

TOTAL DIRECT COSTS: 1,278,279

4) INDIRECT COSTS

TOTAL INDIRECT COSTS: -

TOTAL EXPENSES: 1,278,279

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						Contract Totals
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags				
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE			
VP, Programs	0.10	3,800	80%	950	20%			4,750
Caseworkers	0.16	2,662	80%	666	20%			3,328
Delivery Drivers	0.1195	1,434	80%	358	20%			1,792
Cooks	0.15	2,032	80%	508	20%			2,540
Wellness Center Receptionist	0.10	1,387	80%	347	20%			1,734
Operations Coordinator	0.15	2,275	80%	569	20%			2,844
Porters	0.15	1,825	80%	456	20%			2,281
Volunteer Coordinators	0.1050	1,834	80%	459	20%			2,293
Total FTE & Total Salaries	1.0345	17,250	80%	4,312	20%			21,562
Fringe Benefits	35.15%	6,063	80%	1,516	20%			7,579
Total Personnel Expenses		23,313	80%	5,828	20%			29,141
Operating Expenses		Expense	%	Expense	%			Contract Total
Total Occupancy		-	0%	-				-
Total Materials and Supplies		29,191	80%	7,298	20%			36,489
Total General Operating								-
Total Staff Travel								-
Consultants/Subcontractor:		5,096	80%	1,274	20%			6,370
Other (specify):								-
Total Operating Expenses		34,287	80%	8,572	20%			42,859
Total Direct Expenses		57,600	80%	14,400	20%			72,000
Indirect Expenses	0%		0%		0%			-
TOTAL EXPENSES		57,600	80%	14,400	20%			72,000
UOS per Service Mode		4,923		551				5,474
Cost / UOS by Service Mode		\$11.70		\$26.13				N/A
UDC per Service Mode		40		40				40

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: VP, Programs				
Brief Duties Supervise program and food distribution efforts.				
Min Quals Bachelors Degree. 5 years significant program management.				
Annual Salary	x FTE	x Mos per Yr	Annualized if < 12 mos	Total
\$95,000.00	0.10	6	0.5	\$ 4,750
Staff Position 2: Caseworkers				
Brief Duties Client engagement. Care navigation. Treatment team collaboration.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
\$41,600.00	0.16	6	0.5	\$ 3,328
Staff Position 3: Delivery Drivers				
Brief Duties Responsible for driving agency vehicles to deliver meals and groceries.				
Min Quals Requires 2 years driving experience, clean driving record and the ability to lift 50 lbs.				
\$30,000.00	0.1195	6	0.5	\$ 1,792
Staff Position 4: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$33,860.00	0.15	6	0.5	\$ 2,540
Staff Position 5: Wellness Center Receptionist				
Brief Duties Responsible for greeting clients, helping clients navigate services and recording client service data.				
Min Quals Previous experience as receptionist and working with vulnerable populations, HIV and critically ill.				
\$34,673.60	0.10	6	0.5	\$ 1,734
Staff Position 6: Operations Coordinator				
Brief Duties Responsible for receiving raw goods and inventory management.				
Min Quals Previous experience in warehouse operations and inventory control.				
\$37,918.00	0.15	6	0.5	\$ 2,844
Staff Position 7: Porters				
Brief Duties Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen .				
Min Quals Requires previous experience working in high-volume kitchen operations.				
\$30,409.00	0.15	6	0.5	\$ 2,281
Staff Position 8: Volunteer Coordinators				
Brief Duties Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.				
Min Quals Requires 3 years experience managing volunteers.				
\$43,680.00	0.1050	6	0.5	\$ 2,293
Total FTE:		1.0345	Total Salaries: \$	
			21,562	

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 1,649.49
Retirement	\$ 323.43
Medical	\$ 2,587.44
Dental	\$ 1,293.72
Disability Insurance	\$ 1,724.96
Total Fringe Benefit:	7,579
Fringe Benefit %:	35.15%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	29,141

2) OPERATING EXPENSES:

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Food & Packaging Meals	direct cost of food/packaging per meal	~ \$2.78 per meal X 4,923 UOS	13,717
Food & Packaging Groceries	direct cost of food/packaging costs per grocery bag	~ \$8.86 per bag x 551 UOS	4,884
Bulk Food	Direct raw food costs in bulk: 4 purchases @	\$4,472	17,888
Total Materials & Supplies:			36,489

Consultant/Subcontractor	Service Description	Rate	Cost
Grant Whitting	Open Hand Database Administrator/ARIES liaison. ~7 hrs per wk x 26 weeks (04/01/17 to 09/30/17)	7hrs x 26 wks x \$35/hour	6,370
Total Consultants/Subcontractors:			6,370

TOTAL OPERATING EXPENSES: 42,859

TOTAL DIRECT COSTS: 72,000

4) INDIRECT COSTS

Indirect Rate:		0%
TOTAL INDIRECT COSTS:		-
TOTAL EXPENSES:		72,000

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		HIV/AIDS Nutrition Counseling Hours		Contract Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	
Caseworkers	2.00	72,600	80%	18,150	20%			90,750
Cooks	3.00	87,427	80%	21,857	20%			109,284
Delivery Driver	1.00	25,212	80%	6,303	20%			31,515
Dispatcher	0.66	19,802	80%	4,950	20%			24,752
Wellness Center Receptionist	0.80	22,857	80%	5,714	20%			28,571
Manager, Distribution	0.66	33,528	80%	8,382	20%			41,910
Manager, Grocery Services	0.65	27,040	80%	6,760	20%			33,800
Manager, Volunteer Services	0.65	28,600	80%	7,150	20%			35,750
Manager, Wellness Programs	0.65	31,200	80%	7,800	20%			39,000
Supervisor, Operations	0.65	30,046	80%	7,511	20%			37,557
Operations Coordinator	1.00	34,711	80%	8,678	20%			43,389
Outreach Coordinator	0.20	7,200	80%	1,800	20%			9,000
Porters	1.50	36,566	80%	9,142	20%			45,708
Director, Nutrition Services	0.10					8,141	100%	8,141
Registered Dietician	0.1477					9,492	100%	9,492
Volunteer Coordinators	1.30	45,427	80%	11,357	20%			56,784
VP, Programs	0.25	19,000	80%	4,750	20%			23,750
Communications Officer	0.10	4,640	80%	1,160	20%			5,800
Staff Accountant	0.08	3,343	80%	836	20%			4,179
Total FTE & Total Salaries	15.3977	529,199	77.923%	132,300	19.481%	17,633	2.596%	679,132
Fringe Benefits	35.15%	186,014	77.923%	46,503	19.481%	6,198	2.596%	238,715
Total Personnel Expenses		715,213	77.923%	178,803	19.481%	23,831	2.596%	917,847
Operating Expenses		Expense	%	Expense	%	Expense	%	Contract Total
Total Occupancy		31,114	80%	7,779	20%			38,893
Total Materials and Supplies		257,231	80%	64,308	20%			321,539
Total General Operating								
Total Operating Expenses		288,346	80%	72,086	20%	-	0%	360,432
Total Direct Expenses		1,003,558	78.509%	250,890	19.627%	23,831	2%	1,278,279
Indirect Expenses 0%			0%		0%		0%	-
TOTAL EXPENSES		1,003,558	78.509%	250,890	19.627%	23,831	2%	1,278,279
UOS per Service Mode		83,285		9,323		250		92,858
Cost / UOS by Service Mode		\$12.05		\$26.91		\$95.32		N/A
UDC per Service Mode		800		800		175		800

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: Caseworkers				
Brief Duties Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
Annual Salary	x FTE	x Mos per Yr	Annualized if < 12 mos	Total
\$45,760.00	1.00	12	1.00	\$ 45,760
Staff Position 2: Caseworkers				
Brief Duties Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
\$44,990.40	1.00	12	1.00	\$ 44,990
Staff Position 4: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$43,147.94	1.00	12	1.00	\$ 43,148
Staff Position 5: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$34,042.74	1.00	12	1.00	\$ 34,043
Staff Position 6: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$32,093.15	1.00	12	1.00	\$ 32,093
Staff Position 9: Delivery Driver				
Brief Duties Responsible for driving agency vehicles to deliver meals and groceries.				
Min Quals Requires 2 years driving experience, clean driving record and the ability to lift 50 lbs.				
\$31,514.70	1.00	12	1.00	\$ 31,515
Staff Position 11: Dispatcher				
Brief Duties Responsible for organizing food products by route, scheduling and supervising staff and volunteer drivers.				
Min Quals 3 yrs experience supervising staff and volunteers.				
\$37,502.40	0.66	12	1.00	\$ 24,752
Staff Position 12: Wellness Center Receptionist				
Brief Duties Responsible for greeting clients, helping clients navigate services and recording client service data.				
Min Quals Previous experience as receptionist and working with vulnerable populations, HIV and critically ill.				
\$35,713.81	0.80	12	1.00	\$ 28,571
Staff Position 13: Manager, Distribution				
Brief Duties Responsible for scheduling and supervising drivers and distribution staff and volunteers.				
Min Quals BA in Social Services or related field, experience in food services distribution and supervision of staff.				
\$63,500.06	0.66	12	1.00	\$ 41,910

Staff Position 14: Manager, Grocery Services					
Brief Duties Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.					
Min Quals 3 yrs experience managing staff and inventory for food distribution programs.					
\$52,000.00	0.65	12	1.00	\$	33,800
Staff Position 15: Manager, Volunteer Services					
Brief Duties Responsible for volunteer recruitment, training and retention, and supervising Volunteer Coordinator.					
Min Quals BA in Social Services related field and 2 yrs experience managing volunteers and staff.					
\$55,000.14	0.65	12	1.00	\$	35,750
Staff Position 16: Manager, Wellness Programs					
Brief Duties Responsible for management of all client-related issues including setting service policies and supervising staff.					
Min Quals BA in Social Svcs and 5 yrs experience supervising svcs for PWHA and behavioral health issues.					
\$59,999.94	0.65	12	1.00	\$	39,000
Staff Position 17: Supervisor, Operations					
Brief Duties Responsible for purchasing and inventory management of food and supplies.					
Min Quals Previous experience in warehouse operations and inventory control.					
\$57,780.06	0.65	12	1.00	\$	37,557
Staff Position 18: Operations Coordinator					
Brief Duties Responsible for receiving raw goods and inventory management.					
Min Quals Previous experience in warehouse operations and inventory control.					
\$43,388.80	1.00	12	1.00	\$	43,389
Staff Position 20: Outreach Coordinator					
Brief Duties Community Outreach, Client and Partner Engagement, program communication and barrier analysis.					
Min Quals B.A., case management experience. Bil-lingual spanish.					
\$45,000.00	0.20	12	1.00	\$	9,000
Staff Position 21: Porters					
Brief Duties Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals Requires previous experience working in high-volume kitchen operations.					
\$30,596.80	1.00	12	1.00	\$	30,597
Staff Position 22: Porters					
Brief Duties Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals Requires previous experience working in high-volume kitchen operations.					
\$30,222.40	0.50	12	1.00	\$	15,111
Staff Position 23: Director, Nutrition Services					
Brief Duties Responsible for direct client engagement and assessment and for nutrition education and quality assurance.					
Min Quals Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.					
\$81,411.20	0.10	12	1.00	\$	8,141
Staff Position 24: Registered Dietician					
Brief Duties Responsible for direct client engagement and assessment and for nutrition education and quality assurance.					
Min Quals Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients					
\$64,272.00	0.1477	12	1.00	\$	9,492

Staff Position 25: Volunteer Coordinators					
Brief Duties Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.					
Min Quals Requires 3 years experience managing volunteers.					
\$43,680.00	1.00	12	1.00	\$	43,680
Staff Position 26: Volunteer Coordinators					
Brief Duties Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.					
Min Quals Requires 3 years experience managing volunteers.					
\$43,680.00	0.30	12	1.00	\$	13,104
Staff Position 27: VP, Programs					
Brief Duties Supervise program and food distribution efforts.					
Min Quals Bachelors Degree. 5 years significant program management.					
\$95,000.00	0.25	12	1.00	\$	23,750
Staff Position 28: Communications Officer					
Brief Duties Development and production of Communication materials.					
Min Quals B.A., Communication, Bil-lingual spanish.					
\$58,000.02	0.10	12	1.00	\$	5,800
Staff Position 29: Staff Accountant					
Brief Duties Responsible for payroll, accounts payable and receivable.					
Min Quals Bachelors Degree. 5 years bookkeeping experience.					
\$52,232.00	0.08	12	1.00	\$	4,179
Total FTE:		15.3977	Total Salaries: \$		679,132

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 51,953.60
Retirement	\$ 10,186.98
Medical	\$ 81,495.84
Dental	\$ 40,747.92
Disability Insurance	\$ 54,330.56
Total Fringe Benefit:	238,715
Fringe Benefit %:	35.15%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	917,847
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2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Telephone	program use : \$3,104 per mo + 109.64 total SF FTE =	~ \$28.31 / mo / FTE x 15.40 FTE =	5,231
Internet	program use: \$740 per mo + 109.64 total SF FTE =	~ \$6.75 mo / FTE x 15.40 FTE =	1,246
Gas/Electric	program use: \$8,307 per mo + 109.64 total SF FTE =	~ \$75.77 / mo / FTE x 15.40 FTE =	14,001
Water	program use: \$5,505 per mo + 109.64 total SF FTE =	~ \$50.21 / mo / FTE x 15.40 FTE =	9,278
Garbage Disposal	program use: \$5,421 per mo + 109.64 total SF FTE =	~ \$49.44 mo / FTE x 15.40 FTE =	9,137
Total Occupancy:			38,893

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Food & Packaging Meals	direct cost of food/packaging per meal	~ \$2.91 per meal x 83,285 UOS =	242,287
Food & Packaging Groceries	direct cost of food/packaging costs per grocery bag	~ \$8.50 per bag x 9,323 UOS =	79,251

Total Materials & Supplies: 321,539

TOTAL OPERATING EXPENSES: 360,432

TOTAL DIRECT COSTS: 1,278,279

4) INDIRECT COSTS

TOTAL INDIRECT COSTS: -

TOTAL EXPENSES: 1,278,279

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		HIV/AIDS Nutrition Counseling Hours		
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
Caseworkers	2.00	73,680	80%	18,420	20%			92,100
Cooks	3.00	90,050	80%	22,512	20%			112,562
Delivery Driver	1.00	25,968	80%	6,492	20%			32,460
Dispatcher	0.66	19,802	80%	4,950	20%			24,752
Wellness Center Receptionist	0.80	22,857	80%	5,714	20%			28,571
Manager, Distribution	0.66	33,528	80%	8,382	20%			41,910
Manager, Grocery Services	0.65	27,040	80%	6,760	20%			33,800
Manager, Volunteer Services	0.65	28,600	80%	7,150	20%			35,750
Manager, Wellness Programs	0.65	31,200	80%	7,800	20%			39,000
Supervisor, Operations	0.65	30,046	80%	7,511	20%			37,557
Operations Coordinator	1.00	34,711	80%	8,678	20%			43,389
Outreach Coordinator	0.20	7,200	80%	1,800	20%			9,000
Porters	1.50	36,566	80%	9,142	20%			45,708
Director, Nutrition Services	0.10	-	0%	-	0%	8,385	100%	8,385
Registered Dietician	0.1477	-	0%	-	0%	9,777	100%	9,777
Volunteer Coordinators	1.30	45,427	80%	11,357	20%			56,784
VP, Programs	0.25	19,000	80%	4,750	20%			23,750
Communications Officer	0.10	4,640	80%	1,160	20%			5,800
Staff Accountant	0.08	3,343	80%	836	20%			4,179
Total FTE & Total Salaries	15.3977	533,658	77.88%	133,414	19.47%	18,162	2.65%	685,234
Fringe Benefits	35.15%	187,581	77.88%	46,895	19.47%	6,384	2.65%	240,860
Total Personnel Expenses		721,238	77.88%	180,310	19.47%	24,546	2.65%	926,094
Operating Expenses		Expense	%	Expense	%	Expense	%	Contract Total
Total Occupancy		31,114	80%	7,779	20%			38,893
Total Materials and Supplies		250,634	80%	62,658	20%			313,292
Total Operating Expenses		281,748	80%	70,437	20%	-	0%	352,185
Total Direct Expenses		1,002,986	78.464%	250,747	19.616%	24,546	1.920%	1,278,279
Indirect Expenses	0%		0%		0%		0%	-
TOTAL EXPENSES		1,002,986	78.464%	250,747	19.616%	24,546	1.920%	1,278,279
UOS per Service Mode		80,822		9,046		250		90,118
Cost / UOS by Service Mode		\$12.41		\$27.72		\$98.18		N/A
UDC per Service Mode		800		800		175		800

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: Caseworkers				
Brief Duties Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
Annual Salary	x FTE	x Mos per Yr	Annualized if < 12 mos	Total
\$45,760.00	1.00	12	1.00	\$ 45,760
Staff Position 2: Caseworkers				
Brief Duties Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
\$46,340.11	1.00	12	1.00	\$ 46,340
Staff Position 4: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$44,442.37	1.00	12	1.00	\$ 44,442
Staff Position 5: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$35,064.02	1.00	12	1.00	\$ 35,064
Staff Position 6: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$33,055.95	1.00	12	1.00	\$ 33,056
Staff Position 9: Delivery Driver				
Brief Duties Responsible for driving agency vehicles to deliver meals and groceries.				
Min Quals Requires 2 years driving experience, clean driving record and the ability to lift 50 lbs.				
\$32,460.15	1.00	12	1.00	\$ 32,460
Staff Position 11: Dispatcher				
Brief Duties Responsible for organizing food products by route, scheduling and supervising staff and volunteer drivers.				
Min Quals 3 yrs experience supervising staff and volunteers.				
\$37,502.40	0.66	12	1.00	\$ 24,752
Staff Position 12: Wellness Center Receptionist				
Brief Duties Responsible for greeting clients, helping clients navigate services and recording client service data.				
Min Quals Previous experience as receptionist and working with vulnerable populations, HIV and critically ill.				
\$35,713.81	0.80	12	1.00	\$ 28,571
Staff Position 13: Manager, Distribution				
Brief Duties Responsible for scheduling and supervising drivers and distribution staff and volunteers.				
Min Quals BA in Social Services or related field, experience in food services distribution and supervision of staff.				
\$63,500.06	0.66	12	1.00	\$ 41,910

Staff Position 14: Manager, Grocery Services					
Brief Duties Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.					
Min Quals 3 yrs experience managing staff and inventory for food distribution programs.					
\$52,000.00	0.65	12	1.00	\$	33,800
Staff Position 15: Manager, Volunteer Services					
description of job duties: Responsible for volunteer recruitment, training and retention, and supervising Volunteer Coordinator.					
Minimum qualifications: BA in Social Services related field and 2 yrs experience managing volunteers and staff.					
\$55,000.14	0.65	12	1.00	\$	35,750
Staff Position 16: Manager, Wellness Programs					
Brief Duties Responsible for management of all client-related issues including setting service policies and supervising staff.					
Min Quals BA in Social Svcs and 5 yrs experience supervising svcs for PWHA and behavioral health issues.					
\$59,999.94	0.65	12	1.00	\$	39,000
Staff Position 17: Supervisor, Operations					
Brief Duties Responsible for purchasing and inventory management of food and supplies.					
Min Quals Previous experience in warehouse operations and inventory control.					
\$57,780.06	0.65	12	1.00	\$	37,557
Staff Position 18: Operations Coordinator					
Brief Duties Responsible for receiving raw goods and inventory management.					
Min Quals Previous experience in warehouse operations and inventory control.					
\$43,388.80	1.00	12	1.00	\$	43,389
Staff Position 20: Outreach Coordinator					
Brief Duties Community Outreach, Client and Partner Engagement, program communication and barrier analysis.					
Min Quals B.A., case management experience. Bil-lingual spanish.					
\$45,000.00	0.20	12	1.00	\$	9,000
Staff Position 21: Porters					
Brief Duties Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals Requires previous experience working in high-volume kitchen operations.					
\$30,596.80	1.00	12	1.00	\$	30,597
Staff Position 22: Porters					
Brief Duties Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals Requires previous experience working in high-volume kitchen operations.					
\$30,222.40	0.50	12	1.00	\$	15,111
Staff Position 23: Director, Nutrition Services					
description of job duties: Responsible for direct client engagement and assesement and for nutrition education and quality assurance.					
Minimum qualifications: Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients					
\$83,853.54	0.10	12	1.00	\$	8,385
Staff Position 24: Registered Dietician					
Brief Duties Responsible for direct client engagement and assesement and for nutrition education and quality assurance.					
Min Quals Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients					
\$66,200.16	0.1477	12	1.00	\$	9,777

Staff Position 25: Volunteer Coordinators					
Brief Duties Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.					
Min Quals Requires 3 years experience managing volunteers.					
\$43,680.00	1.00	12	1.00	\$	43,680
Staff Position 26: Volunteer Coordinators					
Brief Duties Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.					
Min Quals Requires 3 years experience managing volunteers.					
\$43,680.00	0.30	12	1.00	\$	13,104
Staff Position 27: VP, Programs					
Brief Duties Supervise program and food distribution efforts.					
Min Quals Bachelors Degree. 5 years significant program management.					
\$95,000.00	0.25	12	1.00	\$	23,750
Staff Position 28: Communications Officer					
Brief Duties Development and production of Communication materials.					
Min Quals B.A., Communication, Bil-lingual spanish.					
\$58,000.02	0.10	12	1.00	\$	5,800
Staff Position 29: Staff Accountant					
Brief Duties Responsible for payroll, accounts payable and receivable.					
Min Quals Bachelors Degree. 5 years bookkeeping experience.					
\$52,232.00	0.08	12	1.00	\$	4,179
Total FTE:		15.3977	Total Salaries: \$		685,234

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost	
Social Security	\$ 52,420.40	
Retirement	\$ 10,278.51	
Medical	\$ 82,228.08	
Dental	\$ 41,114.04	
Disability Insurance	\$ 54,818.72	
Total Fringe Benefit:		240,860
Fringe Benefit %:		35.15%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:		926,094

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Telephone	program use : \$3,104 per mo + 109.64 total SF FTE =	~ \$28.31 / mo / FTE x 15.40 FTE =	5,231
Internet	program use: \$740 per mo + 109.64 total SF FTE =	~ \$6.75 mo / FTE x 15.40 FTE =	1,246
Gas/Electric	program use: \$8,307 per mo + 109.64 total SF FTE =	~ \$75.77 / mo / FTE x 15.40 FTE =	14,001
Water	program use: \$5,505 per mo + 109.64 total SF FTE =	~ \$50.21 / mo / FTE x 15.40 FTE =	9,278
Garbage Disposal	program use: \$5,421 per mo + 109.64 total SF FTE =	~ \$49.44 mo / FTE x 15.40 FTE =	9,137
Total Occupancy:			38,893

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Food & Packaging Meals	direct cost of food/packaging per meal	~ \$2.92 per meal x 80,822 UOS =	236,194
Food & Packaging Groceries	direct cost of food/packaging costs per grocery bag	\$8.52 per bag x 9,046 UOS =	77,098
Total Materials & Supplies:			313,292

4) INDIRECT COSTS

TOTAL OPERATING EXPENSES:	352,185
TOTAL DIRECT COSTS:	1,278,279
TOTAL INDIRECT COSTS:	-
TOTAL EXPENSES:	1,278,279

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		HIV/AIDS Nutrition Counseling Hours		Contract Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	
Caseworkers	2.00	74,778	80%	18,695	20%			93,473
Cooks	3.00	90,050	80%	22,512	20%			112,562
Delivery Driver	1.00	25,968	80%	6,492	20%			32,460
Dispatcher	0.66	19,802	80%	4,950	20%			24,752
Wellness Center Receptionist	0.80	22,857	80%	5,714	20%			28,571
Manager, Distribution	0.66	33,528	80%	8,382	20%			41,910
Manager, Grocery Services	0.65	27,040	80%	6,760	20%			33,800
Manager, Volunteer Services	0.65	28,600	80%	7,150	20%			35,750
Manager, Wellness Programs	0.65	31,200	80%	7,800	20%			39,000
Supervisor, Operations	0.65	30,046	80%	7,511	20%			37,557
Operations Coordinator	1.00	34,711	80%	8,678	20%			43,389
Outreach Coordinator	0.20	7,200	80%	1,800	20%			9,000
Porters	1.50	36,566	80%	9,142	20%			45,708
Director, Nutrition Services	0.10					8,637	100%	8,637
Registered Dietician	0.1477					10,071	100%	10,071
Volunteer Coordinators	1.30	45,427	80%	11,357	20%			56,784
VP, Programs	0.25	19,000	80%	4,750	20%			23,750
Communications Officer	0.10	4,640	80%	1,160	20%			5,800
Staff Accountant	0.08	3,343	80%	836	20%			4,179
Total FTE & Total Salaries	15.3977	534,756	77.822%	133,689	19.455%	18,708	2.723%	687,153
Fringe Benefits	35.15%	187,967	77.822%	46,992	19.455%	6,576	2.723%	241,534
Total Personnel Expenses		722,723	77.822%	180,681	19.455%	25,284	2.723%	928,687
Operating Expenses		Expense	%	Expense	%	Expense	%	Contract Total
Total Occupancy		31,114	80%	7,779	20%			38,893
Total Materials and Supplies		248,559	80%	62,140	20%			310,699
Total Operating Expenses		279,674	80%	69,918	20%	-	0%	349,592
Total Direct Expenses		1,002,396	78.418%	250,599	19.604%	25,284	1.978%	1,278,279
Indirect Expenses 0%			0%		0%		0%	-
TOTAL EXPENSES		1,002,396	78.418%	250,599	19.604%	25,284	1.978%	1,278,279
UOS per Service Mode		80,017		8,955		250		89,222
Cost / UOS by Service Mode		\$12.53		\$27.99		\$101.14		N/A
UDC per Service Mode		800		800		175		800

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: Caseworkers				
Brief Duties Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
Annual Salary	x FTE	x Mos per Yr	Annualized if < 12 mos	Total
\$47,132.80	1.00	12	1.00	\$ 47,133
Staff Position 2: Caseworkers				
Brief Duties Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
\$46,340.11	1.00	12	1.00	\$ 46,340
Staff Position 4: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$44,442.37	1.00	12	1.00	\$ 44,442
Staff Position 5: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$35,064.02	1.00	12	1.00	\$ 35,064
Staff Position 6: Cooks				
Brief Duties Responsible for daily meal preparations with other food service staff and volunteers.				
Min Quals 3 yrs cooking in a high volume food service operation, and food protection manager certification.				
\$33,055.95	1.00	12	1.00	\$ 33,056
Staff Position 9: Delivery Driver				
Brief Duties Responsible for driving agency vehicles to deliver meals and groceries.				
Min Quals Requires 2 years driving experience, clean driving record and the ability to lift 50 lbs.				
\$32,460.15	1.00	12	1.00	\$ 32,460
Staff Position 11: Dispatcher				
Brief Duties Responsible for organizing food products by route, scheduling and supervising staff and volunteer drivers.				
Min Quals 3 yrs experience supervising staff and volunteers.				
\$37,502.40	0.66	12	1.00	\$ 24,752
Staff Position 12: Wellness Center Receptionist				
Brief Duties Responsible for greeting clients, helping clients navigate services and recording client service data.				
Min Quals Previous experience as receptionist and working with vulnerable populations, HIV and critically ill.				
\$35,713.81	0.80	12	1.00	\$ 28,571
Staff Position 13: Manager, Distribution				
Brief Duties Responsible for scheduling and supervising drivers and distribution staff and volunteers.				
Min Quals BA in Social Services or related field, experience in food services distribution and supervision of staff.				
\$63,500.06	0.66	12	1.00	\$ 41,910

Staff Position 14: Manager, Grocery Services					
Brief Duties Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.					
Min Quals 3 yrs experience managing staff and inventory for food distribution programs.					
\$52,000.00	0.65	12	1.00	\$	33,800
Staff Position 15: Manager, Volunteer Services					
Brief Duties Responsible for volunteer recruitment, training and retention, and supervising Volunteer Coordinator.					
Min Quals BA in Social Services related field and 2 yrs experience managing volunteers and staff.					
\$55,000.14	0.65	12	1.00	\$	35,750
Staff Position 16: Manager, Wellness Programs					
Brief Duties Responsible for management of all client-related issues including setting service policies and supervising staff.					
Min Quals BA in Social Svcs and 5 yrs experience supervising svcs for PWH and behavioral health issues.					
\$59,999.94	0.65	12	1.00	\$	39,000
Staff Position 17: Supervisor, Operations					
Brief Duties Responsible for purchasing and inventory management of food and supplies.					
Min Quals Previous experience in warehouse operations and inventory control.					
\$57,780.06	0.65	12	1.00	\$	37,557
Staff Position 18: Operations Coordinator					
Brief Duties Responsible for receiving raw goods and inventory management.					
Min Quals Previous experience in warehouse operations and inventory control.					
\$43,388.80	1.00	12	1.00	\$	43,389
Staff Position 20: Outreach Coordinator					
Brief Duties Community Outreach, Client and Partner Engagement, program communication and barrier analysis.					
Min Quals B.A., case management experience. Bil-lingual spanish.					
\$45,000.00	0.20	12	1.00	\$	9,000
Staff Position 21: Porters					
Brief Duties Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals Requires previous experience working in high-volume kitchen operations.					
\$30,596.80	1.00	12	1.00	\$	30,597
Staff Position 22: Porters					
Brief Duties Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.					
Min Quals Requires previous experience working in high-volume kitchen operations.					
\$30,222.40	0.50	12	1.00	\$	15,111
Staff Position 23: Director, Nutrition Services					
Brief Duties Responsible for direct client engagement and assessment and for nutrition education and quality assurance.					
Min Quals Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.					
\$86,369.14	0.10	12	1.00	\$	8,637
Staff Position 24: Registered Dietician					
Brief Duties Responsible for direct client engagement and assessment and for nutrition education and quality assurance.					
Min Quals Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.					
\$68,186.16	0.1477	12	1.00	\$	10,071

Staff Position 25: Volunteer Coordinators					
Brief Duties Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.					
Min Quals Requires 3 years experience managing volunteers.					
\$43,680.00	1.00	12	1.00	\$	43,680
Staff Position 26: Volunteer Coordinators					
Brief Duties Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.					
Min Quals Requires 3 years experience managing volunteers.					
\$43,680.00	0.30	12	1.00	\$	13,104
Staff Position 27: VP, Programs					
Brief Duties Supervise program and food distribution efforts.					
Min Quals Bachelors Degree. 5 years significant program management.					
\$95,000.00	0.25	12	1.00	\$	23,750
Staff Position 28: Communications Officer					
Brief Duties Development and production of Communication materials.					
Min Quals B.A., Communication, Bil-lingual spanish.					
\$58,000.02	0.10	12	1.00	\$	5,800
Staff Position 29: Staff Accountant					
Brief Duties Responsible for payroll, accounts payable and receivable.					
Min Quals Bachelors Degree. 5 years bookeeping experience.					
\$52,232.00	0.08	12	1.00	\$	4,179
Total FTE:		15.3977	Total Salaries: \$		687,153

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 52,567.20
Retirement	\$ 10,307.30
Medical	\$ 82,458.36
Dental	\$ 41,229.18
Disability Insurance	\$ 54,972.24
Total Fringe Benefit: 241,534	
Fringe Benefit %: 35.15%	
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 928,687	

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Telephone	program use : \$3,104 per mo + 109.64 total SF FTE =	~ \$28.31 / mo / FTE x 15.40 FTE =	5,231
Internet	program use: \$740 per mo + 109.64 total SF FTE =	~ \$6.75 mo / FTE x 15.40 FTE =	1,246
Gas/Electric	program use: \$8,307 per mo + 109.64 total SF FTE =	~ \$75.77 / mo / FTE x 15.40 FTE =	14,001
Water	program use: \$5,505 per mo + 109.64 total SF FTE =	~ \$50.21 / mo / FTE x 15.40 FTE =	9,278
Garbage Disposal	program use: \$5,421 per mo + 109.64 total SF FTE =	~ \$49.44 mo / FTE x 15.40 FTE =	9,137
Total Occupancy:			38,893

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Food & Packaging Meals	direct cost of food/packaging per meal	~ \$2.93 per meal X 80,017 UOS =	234,252
Food & Packaging Groceries	direct cost of food/packaging costs per grocery bag	~ \$8.54 per bag X 8, 955 UOS =	76,447
Total Materials & Supplies:			310,699

TOTAL OPERATING EXPENSES:	349,592
TOTAL DIRECT COSTS:	1,278,279

4) INDIRECT COSTS

TOTAL INDIRECT COSTS:	-
TOTAL EXPENSES:	1,278,279

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES - Goal # 1: Food Access for Underserved Clients					
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags			
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		B-2 Pg 1 Totals
Outreach Coordinator	0.264	3,168	80%	792	20%		3,960
Communications Officer	0.033	792	80%	198	20%		990
Mngr, Wellness Programs	0.033	528	80%	132	20%		660
Caseworkers	0.068	750	80%	188	20%		938
Delivery Driver	0.264	2,929	80%	732	20%		3,661
Cooks	0.102	808	80%	202	20%		1,010
Porters	0.081	596	80%	149	20%		745
Volunteer Coordinator	0.081	945	80%	236	20%		1,181
Manager, Grocery Services	0.081	878	80%	219	20%		1,097
Operations Coordinator	0.081	619	80%	155	20%		774
Total FTE & Total Salaries	1.089	12,013	80%	3,003	20%		15,017
Fringe Benefits	35.15%	4,223	80%	1,056	20%		5,278
Total Personnel Expenses		16,236	80%	4,059	20%		20,295
Operating Expenses		Expense	%	Expense	%		B-2 Pg 1 Totals
Total Occupancy							-
Total Materials and Supplies							-
Total General Operating							-
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
Total Operating Expenses							-
Total Direct Expenses		16,236	80%	4,059	20%		20,295
Indirect Expenses	0%		0%		0%		-
TOTAL EXPENSES		16,236	80%	4,059	20%		20,295
UOS per Service Mode		1,388		155			1,543
Cost / UOS by Service Mode		\$11.70		\$26.13			N/A
UDC per Service Mode		10		10			10

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UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES - Goal # 2: Expand Capacity							
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags			
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		B-2 Pg 2 Totals
Outreach Coordinator	0.200	2,400	80%	600	20%		3,000
Communications Officer	0.025	600	80%	150	20%		750
Mngr, Wellness Programs	0.025	400	80%	100	20%		500
Caseworkers	0.051	568	80%	142	20%		711
Delivery Driver	0.200	2,219	80%	555	20%		2,773
Cooks	0.078	612	80%	153	20%		766
Porters	0.061	452	80%	113	20%		565
Volunteer Coordinator	0.061	716	80%	179	20%		895
Manager, Grocery Services	0.061	665	80%	166	20%		831
Operations Coordinator	0.061	469	80%	117	20%		586
Total FTE & Total Salaries	0.825	9,101	80%	2,275	20%		11,376
Fringe Benefits	35.15%	3,199	80%	800	20%		3,999
Total Personnel Expenses		12,300	80%	3,075	20%		15,375
Operating Expenses		Expense	%	Expense	%		B-2 Pg 2 Totals
Total Occupancy							-
Total Materials and Supplies							-
Total General Operating							-
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
Total Operating Expenses							-
Total Direct Expenses		12,300	80%	3,075	20%		15,375
Indirect Expenses	0%		0%		0%		-
TOTAL EXPENSES		12,300	80%	3,075	20%		15,375
UOS per Service Mode		1,051		118			1,169
Cost / UOS by Service Mode		\$11.70		\$26.13			N/A
UDC per Service Mode		10		10			10

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UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES - Goal # 3: Link, Track, and Follow up Client Referrals						Grand Total	
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		B-2 pg 3 Totals	
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		B-2 Contract Totals
Outreach Coordinator	0.336	4,032	80%	1,008	20%	5,040	12,000
Communications Officer	0.042	1,008	80%	252	20%	1,260	3,000
Mngr, Wellness Programs	0.042	672	80%	168	20%	840	2,000
Caseworkers	0.086	955	80%	239	20%	1,194	2,842
Delivery Driver	0.336	3,727	80%	932	20%	4,659	11,093
Cooks	0.130	1,029	80%	257	20%	1,286	3,062
Porters	0.103	759	80%	190	20%	949	2,259
Volunteer Coordinator	0.103	1,203	80%	301	20%	1,504	3,580
Manager, Grocery Services	0.103	1,117	80%	279	20%	1,397	3,325
Operations Coordinator	0.103	788	80%	197	20%	984	2,344
Total FTE & Total Salaries	1.385	15,290	80%	3,822	20%	19,112	45,505
Fringe Benefits	35.15%	5,374	80%	1,344	20%	6,718	15,995
Total Personnel Expenses		20,664	80%	5,166	20%	25,830	61,500
Operating Expenses						B-2 Pg 3 Totals	B-2 Contract Totals
	Expense	%	Expense	%			
Total Occupancy					-	-	-
Total Materials and Supplies					-	-	-
Total General Operating					-	-	-
Total Staff Travel					-	-	-
Consultants/Subcontractor:					-	-	-
Other (specify):					-	-	-
Total Operating Expenses					-	-	-
Total Direct Expenses	20,664	80%	5,166	20%	25,830		61,500
Indirect Expenses 0%		0%		0%	-		-
TOTAL EXPENSES	20,664	80%	5,166	20%	25,830		61,500
UOS per Service Mode	1,766		198		1,964		4,676
Cost / UOS by Service Mode	\$11.70		\$26.13		N/A		N/A
UDC per Service Mode	10		10		10		30

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BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: Outreach Coordinator				
Brief Duties Community Outreach, Client and Partner Engagement, program communication and barrier analysis.				
Min Quals B.A., case management experience. Bil-lingual spanish.				
Annual Salary	x FTE	x Mos per Yr	Annualized if < 12 mos	Total
\$45,000.00	0.80	4	0.3333	\$ 12,000
Staff Position 2: Communications Officer				
Brief Duties Development and production of Communication materials.				
Min Quals B.A., Communication, Bil-lingual spanish.				
\$90,000.00	0.10	4	0.3333	\$ 3,000
Staff Position 3: Mngr, Wellness Programs				
Brief Duties Manage wellness programs to mitigate barriers to access and alternative distribution models.				
Min Quals B.A. 5+ yrs leadership experience. MSW preferred.				
\$60,000.00	0.10	4	0.3333	\$ 2,000
Staff Position 4: Caseworkers				
Brief Duties Client engagement. Care navigation. Treatment team collaboration.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
\$41,600.00	0.205	4	0.3333	\$ 2,842
Staff Position 5: Delivery Driver				
Brief Duties Client engagement, wellness checks, service delivery. Care navigation. Treatment team collaboration.				
Min Quals 3+ years in social service or public service.				
\$41,600.00	0.80	4	0.3333	\$ 11,093
Staff Position 6: Cooks				
Brief Duties Meal design and preparation.				
Min Quals 3+ years experience in food preparation.				
\$29,640.00	0.31	4	0.3333	\$ 3,062
Staff Position 7: Porters				
Brief Duties Kitchen preparation and maintenance.				
Min Quals 2+ years experience in similar roles.				
\$27,560.00	0.246	4	0.3333	\$ 2,259
Staff Position 8: Volunteer Coordinator				
Brief Duties Kitchen preparation and maintenance.				
Min Quals 2+ years experience in similar roles.				
\$43,680.00	0.246	4	0.3333	\$ 3,580

Staff Position 9: Manager, Grocery Services					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$40,560.00	0.246	4	0.3333	\$	3,325
Staff Position 10: Operations Coordinator					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$28,600.00	0.246	4	0.3333	\$	2,344
Total FTE:		3.299	Total Salaries: \$		45,505

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost	
Social Security	\$ 3,481.13	
Retirement	\$ 682.58	
Medical	\$ 5,460.60	
Dental	\$ 2,730.30	
Disability Insurance	\$ 3,640.40	
Total Fringe Benefit:		15,995
Fringe Benefit %:		35.15%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	61,500
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TOTAL DIRECT COSTS:	61,500
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4) INDIRECT COSTS

Indirect Rate:		0%
TOTAL INDIRECT COSTS:		-
TOTAL EXPENSES:		61,500

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES - Goal # 1: Food Access for Underserved Clients							
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags			
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		B-2a Pg 1 Totals
Outreach Coordinator	0.264	9,504	80%	2,376	20%		11,880
Communications Officer	0.050	3,564	80%	891	20%		4,455
Manager, Wellness Programs	0.050	2,376	80%	594	20%		2,970
Caseworkers	0.083	2,746	80%	686	20%		3,432
Delivery Driver	0.330	10,982	80%	2,746	20%		13,728
Cooks	0.132	3,130	80%	782	20%		3,912
Porters	0.099	2,183	80%	546	20%		2,728
Volunteer Coordinator	0.099	3,459	80%	865	20%		4,324
Manager, Grocery Services	0.099	3,212	80%	803	20%		4,015
Operations Coordinator	0.099	2,265	80%	566	20%		2,831
Total FTE & Total Salaries	1.304	43,421	80%	10,855	20%		54,277
Fringe Benefits	35.15%	15,263	80%	3,816	20%		19,078
Total Personnel Expenses		58,684	80%	14,671	20%		73,355
Operating Expenses		Expense	%	Expense	%		B-2a Pg 1 Totals
Total Occupancy							-
Total Materials and Supplies		23,729	80%	5,932	20%		29,661
Total General Operating		7,743	80%	1,936	20%		9,679
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
							-
Total Operating Expenses		31,472	80%	7,868	20%		39,340
Total Direct Expenses		90,156	80%	22,539	20%		112,695
Indirect Expenses	0%		0%		0%		-
TOTAL EXPENSES		90,156	80%	22,539	20%		112,695
UOS per Service Mode		7,706		863			8,569
Cost / UOS by Service Mode		\$11.70		\$26.12			N/A
UDC per Service Mode		40		40			40

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES - Goal #2: Expand Capacity							
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags			
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		B-2a Pg 2 Totals
Outreach Coordinator	0.200	7,200	80%	1,800	20%		9,000
Communications Officer	0.038	2,700	80%	675	20%		3,375
Manager, Wellness Programs	0.038	1,800	80%	450	20%		2,250
Caseworkers	0.063	2,080	80%	520	20%		2,600
Delivery Driver	0.250	8,320	80%	2,080	20%		10,400
Cooks	0.100	2,371	80%	593	20%		2,964
Porters	0.075	1,654	80%	413	20%		2,067
Volunteer Coordinator	0.075	2,621	80%	655	20%		3,276
Manager, Grocery Services	0.075	2,434	80%	608	20%		3,042
Operations Coordinator	0.075	1,716	80%	429	20%		2,145
Total FTE & Total Salaries	0.988	32,895	80%	8,224	20%		41,119
Fringe Benefits	35.15%	11,563	80%	2,891	20%		14,453
Total Personnel Expenses		44,458	80%	11,114	20%		55,572
Operating Expenses		Expense	%	Expense	%		B-2a Pg 2 Totals
Total Occupancy							-
Total Materials and Supplies		17,976	80%	4,494	20%		22,470
Total General Operating		5,866	80%	1,467	20%		7,333
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
							-
Total Operating Expenses		23,842	80%	5,961	20%		29,803
Total Direct Expenses		68,300	80%	17,075	20%		85,375
Indirect Expenses	0%		0%		0%		-
TOTAL EXPENSES		68,300	80%	17,075	20%		85,375
UOS per Service Mode		5,838		653			6,491
Cost / UOS by Service Mode		\$11.70		\$26.13			N/A
UDC per Service Mode		30		30			30

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UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES - Goal # 3: Link, Track, and Follow up Client Referrals						Grand Total	
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		B-2a pg 3 Totals	
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		B-2a Contract Totals
Outreach Coordinator	0.336	12,096	80%	3,024	20%	15,120	36,000
Communications Officer	0.063	4,536	80%	1,134	20%	5,670	13,500
Manager, Wellness Programs	0.063	3,024	80%	756	20%	3,780	9,000
Caseworkers	0.105	3,494	80%	874	20%	4,368	10,400
Delivery Driver	0.420	13,978	80%	3,494	20%	17,472	41,600
Cooks	0.168	3,983	80%	996	20%	4,979	11,855
Porters	0.126	2,778	80%	695	20%	3,473	8,268
Volunteer Coordinator	0.126	4,403	80%	1,101	20%	5,504	13,104
Manager, Grocery Services	0.126	4,088	80%	1,022	20%	5,111	12,168
Operations Coordinator	0.126	2,883	80%	721	20%	3,604	8,580
Total FTE & Total Salaries	1.659	55,264	80%	13,816	20%	69,080	164,475
Fringe Benefits	35.15%	19,425	80%	4,856	20%	24,281	57,813
Total Personnel Expenses		74,689	80%	18,672	20%	93,361	222,288
Operating Expenses						B-2a Pg 3 Totals	B-2a Contract Totals
	Expense	%	Expense	%			
Total Occupancy					-		-
Total Materials and Supplies	30,200	80%	7,550	20%	37,750		89,882
Total General Operating	9,855	80%	2,464	20%	12,319		29,330
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
Total Operating Expenses	40,055	80%	10,014	20%	50,069		119,212
Total Direct Expenses	114,744	80%	28,686	20%	143,430		341,500
Indirect Expenses	0%	0%		0%			-
TOTAL EXPENSES	114,744	80%	28,686	20%	143,430		341,500
UOS per Service Mode	9,806		1,098		10,904		25,964
Cost / UOS by Service Mode	\$11.70		\$26.13		N/A		N/A
UDC per Service Mode	50		50		50		120

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: Outreach Coordinator				
Brief Duties Community Outreach, Client and Partner Engagement, program communication and barrier analysis.				
Min Quals B.A., case management experience. Bil-lingual spanish.				
Annual Salary	x FTE	x Mos per Yr	Annualized if < 12 mos	Total
\$45,000.00	0.80	12	1.00	\$ 36,000
Staff Position 2: Communications Officer				
Brief Duties Development and production of Communication materials.				
Min Quals B.A., Communication, Bil-lingual spanish.				
\$90,000.00	0.15	12	1	\$ 13,500
Staff Position 3: Manager, Wellness Programs				
Brief Duties Manage wellness programs to mitigate barriers to access and alternative distribution models.				
Min Quals B.A. 5+ yrs leadership experience. MSW preferred.				
\$60,000.00	0.15	12	1.00	\$ 9,000
Staff Position 4: Caseworkers				
Brief Duties Client engagement. Care navigation. Treatment team collaboration.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
\$41,600.00	0.25	12	1.00	\$ 10,400
Staff Position 5: Delivery Driver				
Brief Duties Client engagement, wellness checks, service delivery. Care navigation. Treatment team collaboration.				
Min Quals 3+ years in social service or public service.				
\$41,600.00	1.00	12	1.00	\$ 41,600
Staff Position 6: Cooks				
Brief Duties Meal design and preparation.				
Min Quals 3+ years experience in food preparation.				
\$29,640.00	0.40	12	1.00	\$ 11,855
Staff Position 7: Porters				
Brief Duties Kitchen preparation and maintenance.				
Min Quals 2+ years experience in similar roles.				
\$27,560.00	0.30	12	1.00	\$ 8,268
Staff Position 8: Volunteer Coordinator				
Brief Duties Kitchen preparation and maintenance.				
Min Quals 2+ years experience in similar roles.				
\$43,680.00	0.30	12	1.00	\$ 13,104
Staff Position 9: Manager, Grocery Services				
Brief Duties Kitchen preparation and maintenance.				
Min Quals 2+ years experience in similar roles.				
\$40,560.00	0.30	12	1.00	\$ 12,168

Staff Position 10: Operations Coordinator					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$28,600.00	0.30	12	1.00	\$	8,580
Total FTE:		3.95	Total Salaries: \$		164,475

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 12,582.34
Retirement	\$ 2,467.13
Medical	\$ 19,737.00
Dental	\$ 9,868.50
Disability Insurance	\$ 13,158.00
Total Fringe Benefit: 57,813	
Fringe Benefit %: 35.15%	
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 222,288	

2) OPERATING EXPENSES:

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Food & Packaging Meals	Direct food and packaging costs per meal	\$2.90 / UOS x 23,350 =	67,715
Food & Packaging Groceries	Direct food and packaging costs per grocery bag	\$8.48 / UOS x 2,614 =	22,167
Total Materials & Supplies:			89,882

General Operating:

Expense Item	Brief Description	Rate	Cost
Maintenance / Repairs	Semi annual vehicle maintenance, licensing and repairs	approx \$416.67/month	5,000
Fuel	3-4 days/wk; 2-3 routes/day; ~\$52.50/wk	approx \$227.5/month	2,730
Parking	Parking for vehicles; \$900/month per vehicle x 2 autos	\$1,800/month	21,600
Total General Operating:			29,330

TOTAL OPERATING EXPENSES:	119,212
TOTAL DIRECT COSTS:	341,500

4) INDIRECT COSTS

TOTAL INDIRECT COSTS:	-
TOTAL EXPENSES:	341,500

Appendix C
Reserved

**Appendix D
Additional Terms**

1. PROTECTED HEALTH INFORMATION AND BAA

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, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

- ☒ CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will do one or more of the following:

- Create PHI
- Receive PHI
- Maintain PHI
- Transmit PHI and/or
- Access PHI

The Business Associate Agreement (BAA) in Appendix E is required and is incorporated into this Agreement by reference as though fully set forth herein. Please note that BAA requires attachments to be completed.

- ☐ CONTRACTOR will not have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is not required.

2. 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.

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.

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.

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 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 for each of its service site. 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.



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 Project Open Hand (“Contractor”), the Business Associate (“BA”), dated 04/01/2017 (CMS #7868) (“Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

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

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

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

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

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

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

1. Definitions.

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person



San Francisco Department of Public Health

Business Associate Agreement

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 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.



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



San Francisco Department of Public Health

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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 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)].



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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 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 six (6) 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



San Francisco Department of Public Health

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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 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.



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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 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).]



San Francisco Department of Public Health

Business Associate Agreement

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 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



San Francisco Department of Public Health

Business Associate Agreement

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 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 10/29/2015

Attachment 2 – SFDPH Data Security Attestation, version 10/29/2015

Attachment 3 – SFDPH Compliance Attestation, version 10/29/2015

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

Organization Name:		Contractor City Vendor ID	
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SFPDH PRIVACY ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFPDH Business Associates Agreement (BAA) in compliance with the Health Information Portability and Accountability Act (HIPAA) and other patient confidentiality laws and regulations. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	Yes	No*	DOES YOUR ORGANIZATION...
A			Have formal Privacy Policies? (use of SFPDH Privacy Policies will suffice for "yes")
B			Have a designated Privacy Officer? The Privacy Officer is your organization's designated person who will authorize your employee's "Systems Access Request (SAR) Form". [Note: SARs will NOT be processed by SFPDH without this person's signature.]
			If yes: Privacy Officer Name
			Phone #
			Email:
C			Require Privacy Training for all employees who have access to PHI upon hire and annually thereafter? (Use of SFPDH Privacy/Data Security Training will suffice for "yes"). [Beginning in FY1516, DPH will require document retention for 7 years.]
D			Have proof that employees upon hire, and annually thereafter, have signed the SFPDH "User Confidentiality, Security, and Electronic Signature Form"? [Beginning in FY1516, DPH will require document retention for 7 years.]
E			Have evidence that SFPDH was notified to de-provision employees who have access to SFPDH PHI within 2 business days for regular terminations and within 24 hours for terminations due to cause?
F			Assure that staff who download, create, or transfer PHI offsite (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that PHI is only transferred or created on devices that are encrypted?
G			Have (or will have if/when applicable) BAAs with subcontractors or vendors who create, receive, maintain or transmit SFPDH PHI.

Does your organization serve patients/clients for or on behalf of DPH? If YES, answer h-k. If NO, these questions are not applicable, please go directly to ATTEST.

	Yes	No*	DOES YOUR ORGANIZATION...
H			Have evidence in each patient's/client's chart or electronic file that the Privacy Notice was provided in the patient's language (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms are available from SFPDH).
I			Have visibly posted the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?
J			Have documented each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?
K			When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Federal Privacy Rule) are obtained PRIOR to releasing a patient's/clients health information?

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Privacy Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

* **EXCEPTIONS:** If you have answered "NO" to any question in A-G or H-K (if applicable), please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

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

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement in compliance with the Health Information Portability and Accountability Act (HIPAA, ADMINISTRATIVE 45 CFR 164.308(a)(8)), Health Information Technology for Economic and Clinical Health Act (HITECH), and the American Institute of Certified Public Accountants (AICPA) requirements. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	YES	NO*	DOES YOUR ORGANIZATION...
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? [Beginning in FY1516, DPH will require document retention for 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 a designated Security Officer? If yes: IT Security Officer Phone # Email:
E			Require Data Security training for all employees who have access to PHI upon hire and annually thereafter? (Use of <u>SFDPH Privacy/Data Security Training</u> will suffice for "yes".) [Beginning in FY1516, DPH will require document retention for 7 years.]
F			Have policies and procedures to detect, contain, and correct security violations? (Use of <u>SFDPH Privacy Policies</u> will suffice for "yes".)
G			Have (or will have if/when applicable) <u>Business Associate Agreements</u> with subcontractors or vendors who create, receive, maintain or transmit SFDPH PHI.
H			Have (or will have if/when applicable) a diagram (of how SFDPH data flows between your organization and this downstream or 3rd party entity (including named users, access methods, on-premise data hosts, processing systems, etc.)?)

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Data Security Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

* **EXCEPTIONS:** If you have answered "NO" to any question, please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Organization Name:		Contractor City Vendor ID	
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SFPDH COMPLIANCE ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFPDH Business Associates Agreement in compliance with Medicare Medicaid Conditions of Participation, False Claims Act and other ethics/compliance laws and regulations. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	YES	NO*	DOES YOUR ORGANIZATION...				
A			Have a formal Compliance Program?				
B			Have a designated Compliance Officer?				
			<table border="1"> <tr> <td>If yes:</td> <td>Compliance Officer Name</td> <td>Phone #</td> <td>Email:</td> </tr> </table>	If yes:	Compliance Officer Name	Phone #	Email:
If yes:	Compliance Officer Name	Phone #	Email:				
C			Require all employees who have access to SFPDH Systems or PHI to take Compliance training upon hire and annually thereafter? (Use of SFPDH <u>compliance training</u> will suffice for "yes".) [Beginning in FY1516, DPH will require you to retain these records for 7 years.]				
D			Have proof that employees upon hire, and annually thereafter, have signed agreement to the SFPDH " <u>Code of Conduct</u> "? [Beginning in FY1516, DPH will require document retention for 7 years.]				
E			Have mechanisms in place to identify and promptly respond to compliance deficiencies and report to the SFPDH all identified compliance deficiencies related to services that were billed by SFPDH or that could jeopardize your organization's continued participation in government health care programs, including Medicare or Medi-Cal funded programs?				
F			Publicize and promote the SFPDH Compliance and Privacy Hotline number (1-855-729-6040) or the <u>City's Whistleblower Program</u> including posting a <u>notice of whistleblower protections</u> in staff areas where it can be seen?				
G			Have a Code of Conduct or Ethics policy that includes a mechanism for staff to confidentially and anonymously report potential compliance concerns as well as a strict non-retaliation policy (Use of SFPDH Compliance <u>policies</u> will suffice for "yes".)?				
H			Have mechanisms in place to review the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) exclusion lists upon initial hire and monthly thereafter to ensure that no employee, temporary employee, volunteer, consultant, or governing body member responsible for administering or delivering Federal Healthcare Program services is excluded from (may not work in) a federal health care program? [False Claims Act]				
I			Require (or will require, if/when applicable) subcontractors/vendors to comply with all requirements in this Attestation?				

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Compliance Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

* **EXCEPTIONS:** If you have answered "NO" to any question, please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

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
04/01/17 - 03/31/18
PAGE A

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

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

HHS

CMS #
7868

Invoice Number
A-1APR17

Contract Purchase Order No:

Funding Source: **SAM/State RWPB**

Grant Code/Detail:

Project Code/Detail:

Invoice Period: **04/1/17 - 04/30/17**

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
Food: Prepared Meals	85,822	800							85,822	800
Food: Groceries	9,607	800							9,607	800
Nutrition: Counseling Hours	250	175							250	175

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	800				800

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$672,375				\$672,375.00
Fringe Benefits	\$236,340				\$236,340.00
Total Personnel Expenses	\$908,715				\$908,715.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$38,893				\$38,893.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$330,671				\$330,671.00
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)					
Total Operating Expenses	\$369,564				\$369,564.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$1,278,279				\$1,278,279.00
Indirect Expenses					
TOTAL EXPENSES	\$1,278,279				\$1,278,279.00
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: _____

APPENDIX F-1
04/01/17 - 03/31/18
PAGE B

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

Program Name: HIV/AIDS Food and Nutrition Services

ACE Control #:

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Caseworkers	2.00	\$89,440				\$89,440.00
Cooks	3.00	\$106,100				\$106,100.00
Delivery Driver	1.00	\$30,597				\$30,597.00
Dispatcher	0.66	\$24,752				\$24,752.00
Wellness Center Receptionist	0.80	\$27,739				\$27,739.00
Manager, Distribution	0.66	\$41,910				\$41,910.00
Manager, Grocery Services	0.65	\$33,800				\$33,800.00
Manager, Volunteer Services	0.65	\$35,750				\$35,750.00
Manager, Wellness Programs	0.65	\$39,000				\$39,000.00
Supervisor, Operations	0.65	\$37,557				\$37,557.00
Operations Coordinator	1.00	\$43,389				\$43,389.00
Outreach Coordinator	0.20	\$9,000				\$9,000.00
Porters	1.50	\$45,708				\$45,708.00
Director, Nutrition Services	0.10	\$7,904				\$7,904.00
Registered Dietician	0.15	\$9,216				\$9,216.00
Volunteer Coordinators	1.30	\$56,784				\$56,784.00
VP, Programs	0.25	\$23,750				\$23,750.00
Communications Officer	0.10	\$5,800				\$5,800.00
Staff Accountant	0.08	\$4,179				\$4,179.00
TOTAL SALARIES	15.40	\$672,375				\$672,375.00

Date: _____

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

APPENDIX F-1.1
04/01/17 - 09/29/17
PAGE A

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

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

HHS

Program Name: HIV/AIDS Food and Nutrition Services

ACE Control #:

CMS #
7868

Invoice Number
A-1APR17

Contract Purchase Order No:

Funding Source: SAM/State RWPB Supplement

Grant Code/Detail:

Project Code/Detail:

Invoice Period: 04/1/17 - 04/30/17

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
Food: Prepared Meals	4,923	40							4,923	40
Food: Groceries	551	40							551	40

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	40				40

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD		EXPENSES TO DATE		% OF BUDGET		REMAINING BALANCE	
Total Salaries (See Page B)	\$21,562								\$21,562.00	
Fringe Benefits	\$7,579								\$7,579.00	
Total Personnel Expenses	\$29,141								\$29,141.00	
Operating Expenses:										
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$36,489								\$36,489.00	
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	\$6,370								\$6,370.00	
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)										
Total Operating Expenses	\$42,859								\$42,859.00	
Capital Expenditures										
TOTAL DIRECT EXPENSES	\$72,000								\$72,000.00	
Indirect Expenses										
TOTAL EXPENSES	\$72,000								\$72,000.00	
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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APPENDIX F-1.1
04/01/17 - 09/29/17
PAGE B

Invoice Number
A-1APR17

Contract Purchase Order No:

Fund Source: SAM/State RWPB Supplemental

Grant Code/Detail:

Project Code/Detail:

FINAL Invoice ☐ (check if Yes)

[illegible]

Title: _____

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

APPENDIX F-1a
04/01/18 - 03/31/19
PAGE A

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

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

HHS

Program Name: HIV/AIDS Food and Nutrition Services

ACE Control #:

CMS #
7868

Invoice Number
A-1APR18

Contract Purchase Order No:

Funding Source: SAM/State RWPB

Grant Code/Detail:

Project Code/Detail:

Invoice Period: 04/1/18 - 04/30/18

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
Food: Prepared Meals	83,285	800							83,285	800
Food: Groceries	9,323	800							9,323	800
Nutrition: Counseling Hours	250	175							250	175

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		800			800

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$679,132					\$679,132.00
Fringe Benefits	\$238,715					\$238,715.00
Total Personnel Expenses	\$917,847					\$917,847.00
Operating Expenses:						
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$38,893					\$38,893.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$321,539					\$321,539.00
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)						
Total Operating Expenses	\$360,432					\$360,432.00
Capital Expenditures						
TOTAL DIRECT EXPENSES	\$1,278,279					\$1,278,279.00
Indirect Expenses						
TOTAL EXPENSES	\$1,278,279					\$1,278,279.00
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:	_____	Date:	_____
			(DPH Authorized Signatory)		

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

APPENDIX F-1a
04/01/18 - 03/31/19
PAGE B

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

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

Program Name: HIV/AIDS Food and Nutrition Services

ACE Control #:

Invoice Number

A-1APR18

Contract Purchase Order No:

Fund Source: **SAM/State RWPB**

Grant Code/Detail:

Project Code/Detail:

Invoice Period: **04/1/18 - 04/30/18**

FINAL Invoice ☐ (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Caseworkers	2.00	\$90,750				\$90,750.00
Cooks	3.00	\$109,284				\$109,284.00
Delivery Driver	1.00	\$31,515				\$31,515.00
Dispatcher	0.66	\$24,752				\$24,752.00
Wellness Center Receptionist	0.80	\$28,571				\$28,571.00
Manager, Distribution	0.66	\$41,910				\$41,910.00
Manager, Grocery Services	0.65	\$33,800				\$33,800.00
Manager, Volunteer Services	0.65	\$35,750				\$35,750.00
Manager, Wellness Programs	0.65	\$39,000				\$39,000.00
Supervisor, Operations	0.65	\$37,557				\$37,557.00
Operations Coordinator	1.00	\$43,389				\$43,389.00
Outreach Coordinator	0.20	\$9,000				\$9,000.00
Porters	1.50	\$45,708				\$45,708.00
Director, Nutrition Services	0.10	\$8,141				\$8,141.00
Registered Dietician	0.15	\$9,492				\$9,492.00
Volunteer Coordinators	1.30	\$56,784				\$56,784.00
VP, Programs	0.25	\$23,750				\$23,750.00
Communications Officer	0.10	\$5,800				\$5,800.00
Staff Accountant	0.08	\$4,179				\$4,179.00
TOTAL SALARIES	15.40	\$679,132				\$679,132.00

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

Certified By: _____

Date: _____

Title: _____

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

APPENDIX F-1b
04/01/19 - 03/31/20
PAGE A

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

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

HHS

CMS #
7868

Invoice Number
A-1APR19

Contract Purchase Order No: _____

Funding Source: **SAM/State RWPB**

Grant Code/Detail: _____

Project Code/Detail: _____

Program Name: HIV/AIDS Food and Nutrition Services

ACE Control #: _____

Invoice Period: **04/1/19 - 04/30/19**

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
Food: Prepared Meals	80,822	800							80,822	800
Food: Groceries	9,046	800							9,046	800
Nutrition: Counseling Hours	250	175							250	175

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	800				800

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$685,234				\$685,234.00
Fringe Benefits	\$240,860				\$240,860.00
Total Personnel Expenses	\$926,094				\$926,094.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$38,893				\$38,893.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$313,292				\$313,292.00
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)					
Total Operating Expenses	\$352,185				\$352,185.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$1,278,279				\$1,278,279.00
Indirect Expenses					
TOTAL EXPENSES	\$1,278,279				\$1,278,279.00
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: _____

APPENDIX F-1b
04/01/19 - 03/31/20
PAGE B

Program Name: HIV/AIDS Food and Nutrition Services

ACE Control #:

DETAIL PERSONNEL EXPENDITURES						
PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Caseworkers	2.00	\$92,100				\$92,100.00
Cooks	3.00	\$112,562				\$112,562.00
Delivery Driver	1.00	\$32,460				\$32,460.00
Dispatcher	0.66	\$24,752				\$24,752.00
Wellness Center Receptionist	0.80	\$28,571				\$28,571.00
Manager, Distribution	0.66	\$41,910				\$41,910.00
Manager, Grocery Services	0.65	\$33,800				\$33,800.00
Manager, Volunteer Services	0.65	\$35,750				\$35,750.00
Manager, Wellness Programs	0.65	\$39,000				\$39,000.00
Supervisor, Operations	0.65	\$37,557				\$37,557.00
Operations Coordinator	1.00	\$43,389				\$43,389.00
Outreach Coordinator	0.20	\$9,000				\$9,000.00
Porters	1.50	\$45,708				\$45,708.00
Director, Nutrition Services	0.10	\$8,385				\$8,385.00
Registered Dietician	0.15	\$9,777				\$9,777.00
Volunteer Coordinators	1.30	\$56,784				\$56,784.00
VP, Programs	0.25	\$23,750				\$23,750.00
Communications Officer	0.10	\$5,800				\$5,800.00
Staff Accountant	0.08	\$4,179				\$4,179.00
TOTAL SALARIES	15.40	\$685,234				\$685,234.00

Date: _____

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

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

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

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

HHS

Program Name: HIV/AIDS Food and Nutrition Services

ACE Control #:

CMS #

7868

Invoice Number

A-1APR20

Contract Purchase Order No:

Funding Source: **SAM/State RWPB**

Grant Code/Detail:

Project Code/Detail:

Invoice Period: **04/1/20 - 04/30/20**

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
Food: Prepared Meals	80,017	800							80,017	800
Food: Groceries	8,955	800							8,955	800
Nutrition: Counseling Hours	250	175							250	175

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	800				800

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$687,153				\$687,153.00
Fringe Benefits	\$241,534				\$241,534.00
Total Personnel Expenses	\$928,687				\$928,687.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$38,893				\$38,893.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$310,699				\$310,699.00
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)					
Total Operating Expenses	\$349,592				\$349,592.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$1,278,279				\$1,278,279.00
Indirect Expenses					
TOTAL EXPENSES	\$1,278,279				\$1,278,279.00
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-1c
04/01/20 - 03/31/21
PAGE B

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

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

Program Name: HIV/AIDS Food and Nutrition Services

ACE Control #:

Invoice Number

A-1APR20

Contract Purchase Order No:

Fund Source: **SAM/State RWPB**

Grant Code/Detail:

Project Code/Detail:

Invoice Period: **04/1/20 - 04/30/20**

FINAL Invoice ☐ (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Caseworkers	2.00	\$93,473				\$93,473.00
Cooks	3.00	\$112,562				\$112,562.00
Delivery Driver	1.00	\$32,460				\$32,460.00
Dispatcher	0.66	\$24,752				\$24,752.00
Wellness Center Receptionist	0.80	\$28,571				\$28,571.00
Manager, Distribution	0.66	\$41,910				\$41,910.00
Manager, Grocery Services	0.65	\$33,800				\$33,800.00
Manager, Volunteer Services	0.65	\$35,750				\$35,750.00
Manager, Wellness Programs	0.65	\$39,000				\$39,000.00
Supervisor, Operations	0.65	\$37,557				\$37,557.00
Operations Coordinator	1.00	\$43,389				\$43,389.00
Outreach Coordinator	0.20	\$9,000				\$9,000.00
Porters	1.50	\$45,708				\$45,708.00
Director, Nutrition Services	0.10	\$8,637				\$8,637.00
Registered Dietician	0.15	\$10,071				\$10,071.00
Volunteer Coordinators	1.30	\$56,784				\$56,784.00
VP, Programs	0.25	\$23,750				\$23,750.00
Communications Officer	0.10	\$5,800				\$5,800.00
Staff Accountant	0.08	\$4,179				\$4,179.00
TOTAL SALARIES	15.40	\$687,153				\$687,153.00

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

Certified By: _____

Date: _____

Title: _____

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

APPENDIX F-2
04/01/17 - 06/30/17
PAGE A

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

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

HHS

Program Name: HIV/AIDS Food and Nutrition Services - GTZ

ACE Control #:

CMS #
7868

Invoice Number
A-2APR17

Contract Purchase Order No:

Funding Source: GTZ General Fund

Grant Code/Detail:

Project Code/Detail:

Invoice Period: 04/1/17 - 04/30/17

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
Food Access: Prepared Meals	1,388	10							1,388	10
Food Access: Groceries	155	10							155	10
Expand Capacity: Prepared Meals	1,051	10							1,051	10
Expand Capacity: Groceries	118	10							118	10
Link, Track, F/U: Prepared Meals	1,766	10							1,766	10
Link, Track, F/U: Groceries	198	10							198	10

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	30				30

EXPENDITURES

	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$45,505				\$45,505.00
Fringe Benefits	\$15,995				\$15,995.00
Total Personnel Expenses	\$61,500				\$61,500.00
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)					
Total Operating Expenses					
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$61,500				\$61,500.00
Indirect Expenses					
TOTAL EXPENSES	\$61,500				\$61,500.00
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: _____

APPENDIX F-2
04/01/17 - 06/30/17
PAGE B

Invoice Number
A-2APR17

Contract Purchase Order No:

Fund Source: GTZ General Fund

Grant Code/Detail:

Project Code/Detail: _____

FINAL Invoice ☐ (check if Yes)

[illegible]

Certified By: _____
Title: _____

Date: _____

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

APPENDIX F-2a
07/01/17 - 06/30/18
PAGE A

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

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

HHS

Program Name: HIV/AIDS Food and Nutrition Services - GTZ

ACE Control #:

CMS #
7868

Invoice Number
A-2JUL17

Contract Purchase Order No:

Funding Source: GTZ General Fund

Grant Code/Detail:

Project Code/Detail:

Invoice Period: 07/1/17 - 07/31/17

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
Food Access: Prepared Meals	7,706	40							7,706	40
Food Access: Groceries	863	40							863	40
Expand Capacity: Prepared Meals	5,838	30							5,838	30
Expand Capacity: Groceries	653	30							653	30
Link, Track, F/U: Prepared Meals	9,806	50							9,806	50
Link, Track, F/U: Groceries	1,098	50							1,098	50

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	120				120

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD		EXPENSES TO DATE		% OF BUDGET		REMAINING BALANCE	
Total Salaries (See Page B)	\$164,475								\$164,475.00	
Fringe Benefits	\$57,813								\$57,813.00	
Total Personnel Expenses	\$222,288								\$222,288.00	
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)	\$89,882								\$89,882.00	
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$29,330								\$29,330.00	
Staff Travel - (e.g., Local & Out of Town)										
Consultant/Subcontractor										
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)										
Total Operating Expenses	\$119,212								\$119,212.00	
Capital Expenditures										
TOTAL DIRECT EXPENSES	\$341,500								\$341,500.00	
Indirect Expenses										
TOTAL EXPENSES	\$341,500								\$341,500.00	
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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APPENDIX F-2a
07/01/17 - 06/30/18
PAGE B

Program Name: HIV/AIDS Food and Nutrition Services - GTZ

ACE Control #:

[illegible]

Certified By: _____
Title: _____

Date: _____

Appendix G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- **Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- **Step 3** Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

Appendix G

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

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

**Appendix H
Grant Terms
Reserved**



CERTIFICATE OF LIABILITY INSURANCE

PROJOPE-01

SONM01

DATE (MM/DD/YYYY)

6/23/2016

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 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 License # 0H81923
G2 Insurance Services, LLC
140 New Montgomery, 21st Floor
San Francisco, CA 94105

CONTACT

NAME:

PHONE (A/C No. Ext.) (415) 426-6800

FAX (A/C No.) (415) 426-6801

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits' Insurance Alliance of California (NIAC)

INSURER B: Cypress Insurance Company (CA)

10855

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Project Open Hand
730 Polk Street, 3rd Floor
San Francisco, CA 94109

COVERAGES**CERTIFICATE NUMBER:****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 INSR	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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	201603283NPO	07/01/2016	07/01/2017	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 PROFESSIONAL LI \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	201603283NPO	07/01/2016	07/01/2017	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		201603283UMB	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PRWC707818	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Contract on file with Insured. Contractual Liability is included under General Liability. City & County of San Francisco, its officers, employees and agents are named as additional on General Liability policy per attached endorsement and additional insured on Automobile Liability policy per attached endorsement. General Liability policy is primary.

CERTIFICATE HOLDER

City & County of San Francisco
Attn: Contracts Unit, SF Dept of Public Health
101 Grove Street Room 402
San Francisco, CA 94102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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



Policy Number: 201603283NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

