

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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **November 1<sup>st</sup>, 2020** in San Francisco, California, by and between **SAN FRANCISCO PUBLIC HEALTH FOUNDATION** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below);  
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to **increase the contract amount and update standard contractual clauses**; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through **RFQ 36-2017 issued on October 3, 2019** and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **46237 – 14/15 on December 3, 2018**;

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated **January 1<sup>st</sup>, 2020, (Contract ID# 1000016941)**, between Contractor and City.

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

## Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

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

### Article 3 Financial Matters

#### 3.3 Compensation.

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Three Million Sixty-One Thousand Nine Hundred Thirty DOLLARS (\$3,061,930)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

### Article 3 Financial Matters

#### 3.3 Compensation.

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Three Hundred Fifty-Nine Thousand Three Hundred Five DOLLARS (\$9,359,305)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.2 Add **Article 3.7 Contract Amendments; Budget Revisions**, to this Agreement as Amended to reads as follows:

**Article 3 Financial Matters**

**3.7 Contract Amendments; Budgeting Revisions.**

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

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

**3.7.3 City Program Scope Reduction.** Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction.

2.3 **Article 4.5 Assignment**, is hereby amended in its entirety to read as follows:

**Article 4 Services and Resources**

**4.5 Assignment.**

The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by

City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.4 **Article 5.1.1g Cyber Insurance**, is hereby amended in its entirety to read as follows:

**Article 5 Insurance and Indemnity**

**5.1 Insurance.**

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

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

2.5 Add **Article 7.3 Withholding**, to this Agreement as Amended to reads as follows:

**Article 7 Payment of Taxes**

**7.3 Withholding.**

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

2.6 Add **Article 15 Official Actions Relating to the Emergency; FEMA Assistance**, to this Agreement as Amended to reads as follows:

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

**15.1 Orders of Local, State or Federal Officials.**

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

**15.2 FEMA Assistance.**

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

The Appendices listed below are Amended as follows:

2.7 Delete Appendix A, and replace in its entirety with Appendix A to Agreement as amended. Dated: 11/01/2020.

2.8 Add Appendix A-4 to Agreement as amended. Dated: 11/01/2020.

2.9 Delete Appendix B, and replace in its entirety with Appendix B to Agreement as amended. Dated: 11/01/2020.

2.10 Add Appendix B-4a to Agreement as amended. Dated:11/01/2020.

2.11 Add Appendix B-4a.1 to Agreement as amended. Dated:11/01/2020.

2.12 Delete Appendix D, and replace in its entirety with Appendix D to Agreement as amended. Dated : 11/01/2020.

2.13 Add Appendix F-4a to Agreement as amended. Dated:11/01/2020.

2.14 Add Appendix F-4a.1 to Agreement as amended. Dated:11/01/2020.

2.15 Add Appendix G to Agreement as amended. Dated:11/01/2020.

2.16 Add Appendix H to Agreement as amended. Dated:11/01/2020.

**Article 3      Effective Date**

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

**Article 4      Legal Effect**

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

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

CITY

Recommended by:

DocuSigned by:

*Greg Wagner*

28527524752949F  
Grant Colfax, MD

Director of Health  
Department of Public Health

Approved as to Form:

Dennis J. Herrera  
City Attorney

DocuSigned by:

By: *Louise Simpson*

BD54168A4C3B452

Deputy City Attorney

Approved:

DocuSigned by:

*Taraneh Moayed*

9AE44694D514E7  
Sailaja Kurella

Acting Director, Office of Contract  
Administration, and Purchaser

CONTRACTOR

**SAN FRANCISCO PUBLIC HEALTH  
FOUNDATION**

DocuSigned by:

*Penny Eardley*

5DA38B8FA18249F  
Penny Eardley

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

Supplier ID number: **0000011526**



## **Appendix A Scope of Services**

### **1. Terms**

#### **A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to **Tomás Aragón, MD / Patricia Erwin**, Contract Administrator for the City, or his / her designee.

#### **B. Reports:**

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

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

#### **C. Evaluation:**

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

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

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

#### **D. Possession of Licenses/Permits:**

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

#### **E. Adequate Resources:**

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

F. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

G. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

H. Acknowledgment of Funding:

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

I. 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      Program Administration for Community Health Engagement**
- Appendix A-2      Program Administration for Community Health Engagement**
- Appendix A-4      Program Administration for Community Health Engagement - COVID-19**

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

**CONTRACT SUMMARY**

<b>Contractor/Vendor:</b>	San Francisco Public Health Foundation
<b>Service Provider:</b>	
<b>Total Contract Amount:</b>	\$8,233,866
<b>Funding Source:</b>	Grant CDC, GF HIV Prevention, GF Health Education
<b>Program Name:</b>	Community Health Engagement including COVID 19 Services
<b>System of Care:</b>	CHEP
<b>Program Code:</b>	N/A
<b>Provider Address:</b>	1 Hallidie Plaza, Suite 808
<b>Provider Phone:</b>	415-504-6738 ext.101
<b>Contact Person:</b>	Penny Eardley
<b>RFP# and Term:</b>	RFQ 36-2017 [1/1/2020 to 12/31/2024]

**Appendix A#:**  
**Funding Source**  
**Appendix B:**  
**Year:**  
**Funding Amount:**  
**Funding Term:**  
**Number of UOS:**  
**Number of UDC/NOC:**  
**Definition of UOS:**

A-1 GF-Health Education				
A-1/B-1	B-1a	B-1b	B-1c	B-1d
FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
\$39,000	\$615,383	\$615,383	\$615,383	\$615,383
01/01/2020-06/30/2020	7/1/2020-6/30/21	7/1/2021-6/30/22	7/1/2022-6/30/23	7/1/2023-6/30/24
6	132	132	132	132
1	10	10	10	10
Number of Subcontractors x months in fiscal year				

**Target Population:** The San Francisco Public Health Foundation target population is the subcontractors participating in the CHEP Community Health Engagement Program.

**Description of Services:** The San Francisco Public Health Foundation will provide Program Management, Capacity Building and Subcontractor Management Services in support of the programs listed below serviced by the following contractors: Community Health Engagement, Violence Prevention, Vision Zero and Community and Home Injury Prevention Program for Seniors (CHIPPS).

**Appendix A#:**  
**Funding Source**  
**Appendix B:**  
**Year:**  
**Funding Amount:**  
**Funding Term:**  
**Number of UOS:**  
**Number of UDC/NOC:**  
**Definition of UOS:**

A-2 GF- HIV Prevention				
B-2	B-2a	B-2b	B-2c	B-2d
FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
\$10,417	\$25,000	\$25,000	\$25,000	\$25,000
2/1/2020-6/30/2020	7/1/2020-6/30/2021	7/1/2021-6/30/2022	7/1/2022-6/30/2023	7/1/2023-6/30/2024
234	536	536	536	536
n/a	n/a	n/a	n/a	n/a
Staff Hours	Staff Hours	Staff Hours	Staff Hours	Staff Hours

**Target Population:** The San Francisco Public Health Foundation will provide Human Resources Management/Support in support of the End Hep C SF project.

**Description of Services:** End Hep C SF supports all San Franciscans living with or at risk of contracting Hep C through prevention, education, and connections to testing and treatment.

**Appendix A# :**  
**Funding Source**  
**Appendix B:**  
**Year:**  
**Funding Amount:**  
**Funding Term:**  
**Number of UOS:**  
**Number of UDC/NOC:**  
**Definition of UOS:**

A-2 Grant CDC				
B-3	B-3a	B-3b	B-3c	B-3d
FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
\$22,917	\$25,000	\$25,000	\$25,000	\$25,000
2/1/2020-6/30/2020	1/1/2020-12/31/2021	1/1/2021-12/31/2022	1/1/2022-12/31/2023	1/1/2023-12/31/2024
520	567	567	567	567
N/A	N/A	N/A	N/A	N/A
Staff Hours	Staff Hours	Staff Hours	Staff Hours	Staff Hours

**Target Population:** The San Francisco Public Health Foundation will provide Human Resources Management/Support in support of the End Hep C SF project.

**Description of Services:** End Hep C SF supports all San Franciscans living with or at risk of contracting Hep C through prevention, education, and connections to testing and treatment.

**Appendix A# :**  
**Funding Source**  
**Appendix B:**  
**Year:**  
**Funding Amount:**  
**Funding Term:**  
**Number of UOS:**  
**Number of UDC/NOC:**

A-4 General Fund - FEMA & State - HUB&CI	
B-4a	B-4a.1
FY20-21	FY20-21
\$4,500,000	\$1,000,000
8/1/2020 - 6/30/2021	9/1/2020 - 06/30/2021
59	14
8	2
Number of Subcontractors x months in fiscal year	

**Definition of UOS:**

**Target Population:**

**Description of Services:**

The San Francisco Public Health Foundation target population are the subcontractors participating in the services provided to San Franciscans that are disproportionately impacted by COVID 19.

The San Francisco Public Health Foundation will provide Program Management, Capacity Building and Subcontractor Management Services to subcontractors who will respond to an application seeking COVID-19 community prevention, mitigation, and wellness programs that include focused outreach and mobile test site support, case investigation and contact tracing (CI/CT), community care for COVID-19 positive individuals, and a community partner CI/CT training center for vulnerable populations and the neighborhoods they live in.

**Contractor Name: San Francisco Public Health Foundation**  
**Program Name: COVID 19 Community Outreach Services –**  
**Program Administration**

**Appendix A-4**

**Appendix Term: 08/01/2020-06/30/2021**

**Funding Source: General Fund-FEMA and State-  
HUB&CI**

**1. Identifiers:**

San Francisco Public Health Foundation (SFPHF)  
1 Hallidie Plaza, Suite 808, San Francisco, CA 94102  
415-504-6738 Fax: 415-520-0471  
www.sfphf.org

Executive Director/Program Director: Penny Eardley  
Telephone: 415-504-6738 ext. 101  
Email Address: peardley@sfphf.org

**2. Nature of Document:**

Original       Contract Amendment       Revision to Program Budgets (RPB)

**3. Goal Statement:**

In collaboration with the San Francisco Department of Public Health, and following General Accepted Accounting Principles, the San Francisco Public Health Foundation will provide Program Administration through Subcontractor Management Services in support of the programs listed below serviced by subcontractors TBD by scored application. Subcontractors will respond to an application seeking COVID-19 community prevention, mitigation, and wellness programs that include focused outreach and mobile test site support, case investigation and contact tracing (CI/CT), community care for COVID-19 positive individuals, and a community partner CI/CT training center for vulnerable populations and the neighborhoods they live in.

**4. Priority Population:**

Priority populations in San Francisco that are disproportionately impacted by COVID 19 and adverse effects, including:

- Black/African American
- Asian
- Native Hawaiian/Pacific Islander
- Latino/a/x
- Native American/Indigenous community

Grant awards will be delineated by zip code targeting these neighborhoods:

- 94124 (Bayview-Hunter’s Point)
- 94110 (Mission, Bernal Heights)
- 94134 (Visitacion Valley, Sunnydale, Portola)
- 94102 (Tenderloin)
- 94112 (Excelsior, Outer Mission, Crocker Amazon)
- 94115 (Western Addition)
- 94107 (Potrero Hill)
- 94127, 94132 (OMI/Lakeview)
- 94108 (Chinatown)

**Contractor Name: San Francisco Public Health Foundation**  
**Program Name: COVID 19 Community Outreach Services –**  
**Program Administration**

**Appendix A-4**

**Appendix Term: 08/01/2020-06/30/2021**

**Funding Source: General Fund-FEMA and State-  
HUB&CI**

**Modality(s)/Intervention(s):**

**1 Unit = 1 subcontractor x number of months of service provision in the current fiscal year**

<b>Units of Service (UOS) Description</b>	<b>Units of Service (UOS)</b>	<b>Unduplicated Clients (UDC)</b>
COVID 19 Community Outreach Services Program Administration - Start-up Months which include the RFP Process 08/01/2020 – 06/30/2021 – B-4a	3	n/a
COVID 19 Community Outreach Services Program Administration - 7 Subcontractors will provide services to a selected neighborhood. (7x7 months = 49) 08/01/2020 – 06/30/2021 – B-4a	49	7
COVID 19 Community Outreach Services Program Administration - 1 subcontractor will provide training services for CT/CI candidates. (1x7months=7) 08/01/2020 – 06/30/2021 – B-4a	7	1
COVID 19 Community Outreach Services Program Administration - 2 Subcontractors will provide services to a selected neighborhood. (2x7 months = 14) 09/01/2020 – 06/30/2021 – B-4a.1	14	2
<b>Total UOS Delivered</b>	<b>73</b>	
<b>Total UDC Served</b>		<b>10</b>

**5. Methodology:**

**Program Administration of Subcontractors**

1. Manage and disburse funds as directed by the Department as it applies to the COVID 19 Community Outreach Services Program.
2. Ensure that agency be fiscally responsible and have “Generally Accepted Accounting Principles (GAAP)” in place.
3. Use Generally Accepted Accounting Principles (GAAP) and SFPHF’s own Accounting Policies and Procedures to:
  - a. Protect the assets of the organization and of the contractor;
  - b. Ensure the maintenance of accurate records of SFPHF’s financial activities;
  - c. Provide a framework for SFPHF’s financial decision making;
  - d. Establish and enforce operating standards and behavioral expectations;
  - e. Serve as a training resource for financial staff; and
  - f. Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements

**Contractor Name: San Francisco Public Health Foundation**  
**Program Name: COVID 19 Community Outreach Services –**  
**Program Administration**

**Appendix A-4**

**Appendix Term: 08/01/2020-06/30/2021**

**Funding Source: General Fund-FEMA and State-  
HUB&CI**

## **Objectives and Measurements:**

**SFPHF must submit an Annual Summary Report documenting achievement of all Objectives to System of Care Program Manager and the Business Office Contract Compliance (BOCC) within two months from the end of the contract year.**

### **A. Standardized Objectives:**

“All objectives and descriptions of how objectives will be measured, are contained in the Fiscal Intermediary/Program Management document entitled: Fiscal Intermediary Performance Objectives FY20-21.”

#### **FY 2020-2021**

By December 1, 2020, SFPHF program staff will initiate subcontract management and program administration support of subcontractors.

### **6. Continuous Quality Improvement:**

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

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

### **7. Required Language:**

NA

### **8. Subcontractors & Consultants:**

- A. SFPHF is responsible for the performance of its subcontractors and consultants in this Agreement.
- B. SFPHF acknowledges that it must comply with Article 5, Insurance and Indemnity, of the Agreement, in relation to its subcontractors and consultants. All SFPHF staff, as well as its consultants and subcontractors, must have the appropriate insurance coverage as outlined in Article 5 of the Agreement.
- C. SFPHF assumes all liability for any and all work-related injuries/illness, including but not limited to infectious exposures such as Blood-borne Pathogen and Aerosol Transmissible Diseases.



**Contractor Name: San Francisco Public Health Foundation**  
**Program Name: COVID 19 Community Outreach Services –**  
**Program Administration**

**Appendix A-4**

**Appendix Term: 08/01/2020-06/30/2021**

**Funding Source: General Fund-FEMA and State-  
HUB&CI**

SFPHF must demonstrate appropriate policies and procedures for reporting such work-related injuries/illnesses to the City and to any state or federal regulatory agencies and providing appropriate post-exposure medical management as required by the State Workers' Compensation laws and regulations.

- D. SFPHF acknowledges that it will provide to City a list of any subcontractors and consultants in relation to which it seeks the City's approval. No such subcontractors or consultants may be used to provide services under this Agreement absent such consent pursuant to Section 4.3.1 of the Agreement.
- E. SFPHF will develop and execute subcontract agreements with all approved subcontractors providing services or support outlined in this project. Such subcontracts shall comply with all requirements of the Agreement.
- F. Any such subcontract agreements will be kept on file with SFPHF, with a copy sent the Department of Public Health's Program Director associated with this engagement.
- G. This list of requirements is provided to highlight for SFPHF, and SFPHF acknowledges that it must comply with all requirements of the Agreements, regardless of whether they are listed again here in this Appendix.

## **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	<b>Budget Summary</b>
Appendix B-1, B-1a, B-1b, B-1c, B-1d	<b>Program Administration for Community Health Engagement</b>
Appendix B-2, B-2a, B-2b, B-2c, B-2d	<b>Program Administration for Community Health Engagement</b>
Appendix B-3, B-3a, B-3b, B-3c, B-3d	<b>Program Administration for Community Health Engagement</b>
Appendix B-4a, B-4a.1	<b>Program Administration for Community Health Engagement - COVID-19</b>

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$995,033** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	01/01/2020 – 06/30/2020	General Fund	\$39,000
Original Agreement	02/01/2020 – 06/30/2020	General Fund	\$10,417
Original Agreement	02/01/2020 – 12/31/2020	CDC	\$22,917
Original Agreement	07/01/2020 – 06/30/2021	General Fund	\$615,383
Original Agreement	07/01/2020 – 06/30/2021	General Fund	\$25,000
Original Agreement	01/01/2021 – 12/31/2021	CDC	\$25,000
Original Agreement	07/01/2021 – 06/30/2022	General Fund	\$615,383
Original Agreement	07/01/2021 – 06/30/2022	General Fund	\$25,000
Original Agreement	01/01/2022 – 12/31/2022	CDC	\$25,000
Original Agreement	07/01/2022 – 06/30/2023	General Fund	\$615,383
Original Agreement	07/01/2022 – 06/30/2023	General Fund	\$25,000
Original Agreement	01/01/2023 – 12/31/2023	CDC	\$25,000
Original Agreement	07/01/2023 – 06/30/2024	General Fund	\$615,383
Original Agreement	07/01/2023 – 06/30/2024	General Fund	\$25,000
Original Agreement	01/01/2024 – 12/31/2024	CDC	\$25,000
<b>Amendment #1</b>	<b>08/01/2020 – 06/30/2021</b>	<b>GF – FEMA</b>	<b>\$2,250,000</b>
<b>Amendment #1</b>	<b>08/01/2020 – 06/30/2021</b>	<b>GF – FEMA</b>	<b>\$2,000,000</b>
<b>Amendment #1</b>	<b>08/01/2020 – 06/30/2021</b>	<b>GF – FEMA</b>	<b>\$250,000</b>
<b>Amendment #1</b>	<b>09/01/2020 – 06/30/2021</b>	<b>State</b>	<b>\$1,000,000</b>
<b>Amendment #1</b>	<b>07/01/2020 – 12/31/2024</b>	<b>TBD</b>	<b>\$130,406</b>
		Total Award Amount:	\$8,364,272
		Contingency 7/1/2020 – 12/31/2024:	\$995,033
		(This equals the total NTE) Total:	\$9,359,305

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.

CID #: 1000016941																	Appendix: B	
DPH Section: CHEP - Community Health Equity and Promotion																	1/1/2020 to	
Check one: <input type="checkbox"/> Original Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Revision to Program Budgets																	Contract Term : 12/31/2024	
Agency/Contractor Name: San Francisco Public Health Foundation																	Current Funding Notification Date: 10/28/20	
Program/Provider Name:	Community Health Engagement	Community Health Engagement	Community Health Engagement	Community Health Engagement	Community Health Engagement	Community Health Engagement	COVID 19 Community Outreach	COVID 19 Community Outreach	Community Health Engagement	Community Health Engagement	Community Health Engagement	Community Health Engagement	Community Health Engagement	Community Health Engagement	Community Health Engagement	Community Health Engagement	TOTALS	
Appendix Number:	A-1/B-1	A-2/B-2	A-2/B-3	A-1/B-1a	A-2/B-2a	A-2/B-3a	A-4/B4a	A-4/B-4a.1	A-2/B-1b	A-2/B-2b	A-2/B-3b	A-2/B-1c	A-2/B-2c	A-2/B-3c	A-2/B-1d	A-2/B-2d	A-2/B-3d	
Appendix Term:	01/01/2020-06/30/2020	02/01/2020-06/30/2020	02/01/2020-12/31/2020	07/01/2020-06/30/2021	07/01/2020-06/30/2021	01/01/2021-12/31/2021	08/01/2020-06/30/2021	09/01/2020-06/30/2021	07/01/2021-06/30/2022	07/01/2021-06/30/2022	01/01/2022-12/31/2022	07/01/2022-06/30/2023	07/01/2022-06/30/2023	01/01/2023-12/31/2023	07/01/2023-06/30/2024	07/01/2023-06/30/2024	01/01/2024-12/31/2024	
<b>EXPENSES</b>																		
Salaries	\$ -	\$ 8,033	\$ 17,850	\$ -	\$ 18,386	\$ 19,472			\$ -	\$ 18,386	\$ 19,472	\$ -	\$ 18,386	\$ 19,472	\$ -	\$ 18,386	\$ 19,472	\$ 177,315
Employee Benefits	\$ -	\$ 1,437	\$ 2,983	\$ -	\$ 4,341	\$ 3,255			\$ -	\$ 4,341	\$ 3,255	\$ -	\$ 4,341	\$ 3,255	\$ -	\$ 4,341	\$ 3,255	\$ 34,804
<b>Total Personnel Expenses</b>	\$ -	\$ 9,470	\$ 20,833	\$ -	\$ 22,727	\$ 22,727			\$ -	\$ 22,727	\$ 22,727	\$ -	\$ 22,727	\$ 22,727	\$ -	\$ 22,727	\$ 22,727	\$ 212,119
Employee Fringe Benefit Rate	0.0%	17.9%	16.7%	0.0%	23.6%	16.7%	0.0%		0.0%	23.6%	16.7%	0.0%	23.6%	16.7%	0.0%	23.6%	16.7%	
Operating Expense	\$ 35,455	\$ -	\$ -	\$ 559,441	\$ -	\$ -	\$ 4,250,000	\$ 1,000,000	\$ 559,441	\$ -	\$ -	\$ 559,441	\$ -	\$ -	\$ 559,441	\$ -	\$ -	\$ 7,523,219
<b>Subtotal Direct Costs</b>	\$ 35,455	\$ 9,470	\$ 20,833	\$ 559,441	\$ 22,727	\$ 22,727	\$ 4,250,000	\$ 1,000,000	\$ 559,441	\$ 22,727	\$ 22,727	\$ 559,441	\$ 22,727	\$ 22,727	\$ 559,441	\$ 22,727	\$ 22,727	\$ 7,735,338
Indirect Cost Amount	\$ 3,545	\$ 947	\$ 2,084	\$ 55,942	\$ 2,273	\$ 2,273	\$ 250,000		\$ 55,942	\$ 2,273	\$ 2,273	\$ 55,942	\$ 2,273	\$ 2,273	\$ 55,942	\$ 2,273	\$ 2,273	\$ 498,528
Indirect Cost Rate (%)	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	5.9%	0.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	
<b>Total Expenses</b>	\$ 39,000	\$ 10,417	\$ 22,917	\$ 615,383	\$ 25,000	\$ 25,000	\$ 4,500,000	\$ 1,000,000	\$ 615,383	\$ 25,000	\$ 25,000	\$ 615,383	\$ 25,000	\$ 25,000	\$ 615,383	\$ 25,000	\$ 25,000	\$ 8,233,866
<b>REVENUES &amp; FUNDING SOURCES</b>																		
<b>DPH Funding Sources (select from drop-down list)</b>																		
General Fund - Health Education	39,000			615,383					615,383			615,383			615,383			2,500,532
General Fund - HIV Prevention		10,417			25,000					25,000		25,000				25,000		110,417
General Fund - FEMA							2,250,000											
General Fund - FEMA							2,000,000											
State-HUB&CI								1,000,000										
General Fund - FEMA							250,000											
Grant - CDC			22,917			25,000					25,000			25,000			25,000	122,917
<b>Total DPH Revenues</b>	\$ 39,000	\$ 10,417	\$ 22,917	\$ 615,383	\$ 25,000	\$ 25,000	\$ 4,500,000	\$ 1,000,000	\$ 615,383	\$ 25,000	\$ 25,000	\$ 615,383	\$ 25,000	\$ 25,000	\$ 615,383	\$ 25,000	\$ 25,000	\$ 8,233,866
<b>Total Revenues (DPH and Non-DPH)</b>	\$ 39,000	\$ 10,417	\$ 22,917	\$ 615,383	\$ 25,000	\$ 25,000	\$ 4,500,000	\$ 1,000,000	\$ 615,383	\$ 25,000	\$ 25,000	\$ 615,383	\$ 25,000	\$ 25,000	\$ 615,383	\$ 25,000	\$ 25,000	\$ 8,233,866
Cost Reimbursement (CR) or Fee-For-Service (FFS)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	

Contractor: <u>San Francisco Public Health Foundation</u>						Appendix: <u>B-4a</u>			
Program: <u>COVID 19 Community Outreach Services</u>						Appendix Term: <u>08/01/2020-06/30/2021</u>			
Full Contract Term: <u>1/1/2020 to 12/31/2024</u>						Funding Source: <u>General Fund- FEMA</u>			
<b>UOS COST ALLOCATION BY SERVICE MODE</b>									
Service Modes:	COVID 19 Community Outreach Services- Program Administration								
<b>Operating Expenses</b>									
<b>Consultants/Subcontractor:</b>									
TBD	3,800,000	100%		0%		0%		0%	3,800,000
TBD	450,000	100%		0%		0%		0%	450,000
<b>Total Operating Expenses</b>	<b>4,250,000</b>	<b>100%</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>0%</b>	<b>4,250,000</b>
<b>Total Direct Expenses</b>									
	4,250,000	100%	-	0%	-	0%	-	0%	4,250,000
<b>Indirect Expenses 5.88%</b>									
	250,000	100%	-	0%	-	0%	-	0%	250,000
<b>TOTAL EXPENSES</b>									
	4,500,000	100%	-	0%	-	0%	-	0%	4,500,000
<b>Unit of Service Type</b>									
	<b>Subcontractor</b>		<b>0</b>		<b>0</b>		<b>0</b>		
Number of UOS per Service Mode	59								59
Cost Per UOS by Service Mode	\$76,271.19		\$0.00		\$0.00		\$0.00		N/A
Number of UDC/NOC per Service Mode	8								8

Rev: 02/18

**BUDGET JUSTIFICATION**

Contractor Name San Francisco Public Health Foundation  
 Program Name: COVID 19 Community Outreach Services

Appendix: B-4a  
 Appendix Term: 08/01/2020-06/30/2021  
 Funding Source: General Fund- FEMA

**2) OPERATING EXPENSES:**

Consultants/Subcontractors:

Consult/Subcontractor Name	Service Description	Rate/Formula	Cost
TBD	Seven (7) subcontractors selected through an application process with a technical review panel to deliver COVID 19 services to priority populations disproportionately affected by the pandemic. Services to include navigation to testing, support for families in isolation, contact investigation and contact tracing.		\$ 3,800,000
TBD	One (1) Subcontractor for training of culturally appropriate Contact Investigators/Contact racers for the priority populations identified in the funding application. Subcontractor to be identified through technical review of application.		\$ 450,000
<b>Total Consultants/Subcontractors:</b>			<b>\$ 4,250,000</b>

**TOTAL OPERATING EXPENSES: \$ 4,250,000**

**TOTAL DIRECT COSTS: \$ 4,250,000**

**4) INDIRECT COSTS**

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

	Amount
Executive Director, Program Coordinator, Finance Manager, Accounting Assistant, rent, audit, supplies.	\$ 250,000

Indirect Rate: 5.88%

**TOTAL INDIRECT COSTS: \$ 250,000**

**TOTAL EXPENSES: \$ 4,500,000**

Contractor: <u>San Francisco Public Health Foundation</u> Program: <u>COVID 19 Community Outreach Services</u> Full Contract Term: <u>1/1/2020 to 12/31/2024</u>						Appendix: <u>B-4a.1</u> Appendix Term: <u>09/01/2020-06/30/2021</u> Funding Source: <u>State-HUB&amp;CI</u>				
<b>UOS COST ALLOCATION BY SERVICE MODE</b>										
Service Modes:	COVID 19 Community Outreach Services- Program Administration									
<b>Operating Expenses</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Totals</b>	
Consultants/Subcontractor:										
TBD	1,000,000	100%		0%		0%		0%		1,000,000
<b>Total Operating Expenses</b>	<b>1,000,000</b>	<b>100%</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>0%</b>		<b>1,000,000</b>
<b>Total Direct Expenses</b>	<b>1,000,000</b>	<b>100%</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>0%</b>		<b>1,000,000</b>
Indirect Expenses										
<b>TOTAL EXPENSES</b>	<b>1,000,000</b>	<b>100%</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>0%</b>		<b>1,000,000</b>
<b>Unit of Service Type</b>	<b>Subcontractor</b>		<b>0</b>		<b>0</b>		<b>0</b>			
Number of UOS per Service Mode	14									14
Cost Per UOS by Service Mode	\$71,428.58		\$0.00		\$0.00		\$0.00			N/A
Number of UDC/NOC per Service Mode	2									2

Rev: 02/18

**BUDGET JUSTIFICATION**

Contractor Name San Francisco Public Health Foundation  
 Program Name: COVID 19 Community Outreach Services

Appendix: B-4a.1  
 Appendix Term: 09/01/2020-06/30/2021  
 Funding Source: State-HUB&CI

**2) OPERATING EXPENSES:**

**Consultants/Subcontractors:**

Consult/Subcontractor Name	Service Description	Rate/Formula	Cost
TBD	Two (2) subcontractors selected through an application process with a technical review panel to deliver COVID 19 services to priority populations disproportionately affected by the pandemic. Services to include navigation to testing, support for families in isolation, contact investigation and contact tracing.		\$ 1,000,000

Total Consultants/Subcontractors: \$ 1,000,000

**TOTAL OPERATING EXPENSES: \$ 1,000,000**

**TOTAL DIRECT COSTS: \$ 1,000,000**

**TOTAL EXPENSES: \$ 1,000,000**



## APPENDIX D FEMA CONTRACT REQUIREMENTS

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

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

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

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

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

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

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Procurement of Recovered Materials**

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

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

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

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

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

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

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

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

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

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

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

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

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

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

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

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

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

**18. Byrd Anti-Lobbying Certification.**

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

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



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

APPENDIX F-4a  
08/01/2020 - 06/30/2021  
PAGE A

<b>Contractor: San Francisco Public Health Founda</b> Address: 1 Hallidie Plaza, Suite 808 San Francisco, CA 94102  Telephone: 415-504-6738 Fax:	Contract ID # 1000016941	Invoice Number A-4AUG20	Contract Purchase Order No:
	<div style="border: 1px solid black; padding: 5px; width: 60px; margin: 0 auto;"><b>CHEP</b></div>		Funding Source: General Fund - FEMA
Program Name: Community Health Engagement - COVID 19  ACE Control #:		Department ID-Authority ID:  Project ID-Activity ID:  Invoice Period: 08/1/20 - 08/31/20  FINAL Invoice (check if Yes)	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
COVID 19 Community Outreach Services - Progr	59	8							59	8

	NOC	NOC	NOC	NOC	NOC
Number of Clients for Appendix	8				8

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
<b>Total Personnel Expenses</b>					
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	\$4,250,000				\$4,250,000.00
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
<b>Total Operating Expenses</b>	\$4,250,000				\$4,250,000.00
<b>Capital Expenditures</b>					
<b>TOTAL DIRECT EXPENSES</b>	\$4,250,000				\$4,250,000.00
Indirect Expenses	\$250,000				\$250,000.00
<b>TOTAL EXPENSES</b>	\$4,500,000				\$4,500,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
<b>REIMBURSEMENT</b>					

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 403 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-4a.1  
09/01/2020 - 06/30/2021  
PAGE A

<b>Contractor: San Francisco Public Health Founda</b> Address: 1 Hallidie Plaza, Suite 808 San Francisco, CA 94102  Telephone: 415-504-6738 Fax:	Contract ID # 1000016941	Invoice Number A-4SEP20	Contract Purchase Order No:
	<div style="border: 1px solid black; padding: 5px; width: 80px; margin: 0 auto;"><b>CHEP</b></div>	Funding Source: State - HUB&CI	Department ID-Authority ID:
Program Name: Community Health Engagement - COVID 19  ACE Control #:		Project ID-Activity ID:	Invoice Period: 09/1/20 - 09/30/20

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
COVID 19 Community Outreach Services - Progr	14	2							14	2

	NOC	NOC	NOC	NOC	NOC
<b>Number of Clients for Appendix</b>	2				2

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

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 403 San Francisco, CA 94103 Attn: <b>Contract Payments</b>	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-4a.1  
09/01/2020 - 06/30/2021  
PAGE B

<p><b>Contractor: San Francisco Public Health Foundation</b>                  Address: 1 Hallidie Plaza, Suite 808                  San Francisco, CA 94102</p> <p>Telephone: 415-504-6738                  Fax: _____</p> <p>Program Name: <b>Community Health Engagement - COVID 19</b></p> <p>ACE Control #: _____</p>	<p>Invoice Number: <b>A-4SEP20</b></p> <p>Contract Purchase Order No: _____</p> <p>Fund Source: <b>State - HUB&amp;CI</b></p> <p>Department ID-Authority ID: _____</p> <p>Project ID-Activity ID: _____</p> <p>Invoice Period: <b>09/1/20 - 09/30/20</b></p> <p>FINAL Invoice <input type="checkbox"/> (check if Yes)</p>
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**DETAIL PERSONNEL EXPENDITURES**

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

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: \_\_\_\_\_

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

## **PROCLAMATION BY THE MAYOR DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, California Government Code Sections 8550 et seq., San Francisco Charter Section 3.100(13) and Chapter 7 of the San Francisco Administrative Code empower the Mayor to proclaim the existence of a local emergency, subject to concurrence by the Board of Supervisors as provided in the Charter, in the case of an emergency threatening the lives, property or welfare of the City and County or its citizens; and

**WHEREAS**, The United States has confirmed cases of individuals who have a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19" or "the virus") first detected in Wuhan, Hubei Province, People's Republic of China ("China"). The virus was first reported in China on December 31, 2019. As of February 24, 2020, the World Health Organization ("WHO") has reported approximately 77,262 confirmed cases of COVID-19 in China, more than the number of confirmed cases of Severe Acute Respiratory Syndrome (SARS) during its 2003 outbreak. An additional 2,069 cases have been confirmed across 29 other countries; in many of these cases, the infected individuals had not visited China. More than 2,500 people have died from the virus, including 23 outside of China. The number of confirmed cases has continued to escalate dramatically over a short period of time; and

**WHEREAS**, WHO officials now report that sustained human-to-human transmission of the virus is occurring. Transmission from an asymptomatic individual has been documented. Although the majority of individuals infected with COVID-19 recover from the disease without special treatment, approximately 1 in 6 may become seriously ill. Manifestations of severe disease have included severe pneumonia, acute respiratory distress syndrome, septic shock, and multi-organ failure. Approximately 2% of the people confirmed infected with COVID-19 have died; and

**WHEREAS**, On January 30, 2020, WHO declared the COVID-19 outbreak a public health emergency of international concern, and on January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency for the United States; and

**WHEREAS**, The Centers for Disease Control and Prevention ("CDC") has determined that the virus presents a serious public health threat, requiring coordination among state

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

and local health departments to ensure readiness for potential health threats associated with the virus; and

**WHEREAS**, The CDC has issued guidance to local and State health departments, including San Francisco's Department of Public Health ("DPH"), concerning risk assessment and public health management of persons with potential exposure to COVID-19. These guidelines require DPH to make extraordinary efforts to monitor ongoing communicable disease threats and prepare for management of individuals who may have been exposed to COVID-19; and

**WHEREAS**, DPH, the Department of Emergency Management, and other City partners have been working successfully and diligently to implement CDC guidelines, but now require additional tools and resources to protect the public health given the current state of the epidemic and the need for a sustained response; and

**WHEREAS**, The City's Director of Public Health has determined that DPH cannot comply with the CDC's guidance without immediate action beyond the City's ordinary response capabilities, including directing personnel and resources from other City departments to assist with the ongoing and developing threat of COVID-19; and

**WHEREAS**, Conditions of extreme peril to the safety of persons and property have arisen; and

**WHEREAS**, The Mayor does hereby proclaim that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency,

**NOW, THEREFORE,**

I, London N. Breed, Mayor of the City and County of San Francisco, proclaim the existence, effective immediately on February 25, 2020, of an emergency within the City and County threatening the lives, property or welfare of the City and County and its citizens;

**It is further ordered that:**

(1) All City and County officers and employees take all steps requested by the Director of Public Health to prevent the spread of COVID-19 and to prevent or alleviate illness or death due to the virus; and

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

(2) All City and County officers and employees take all steps requested by the Director of Public Health to qualify the City for reimbursement from the Federal Emergency Management Agency and for other state and federal relief as may be available to reimburse the City for the expenses it incurs in addressing this emergency; and

**I further proclaim and order that:**

By the terms of this emergency declaration the government of the City and County of San Francisco is organized under the provisions of the Incident Command System (ICS), which system forms an essential part of the City's Emergency Operations Plan. The head of each City department and agency shall observe his or her proper relationship in the command structure outlined by the system and shall respond to the orders and requests of the Lead Department designated to exercise supervision over his or her department during the course of this emergency;

Because of the extreme peril to its residents and visitors, the Governor of the State of California is hereby requested to include the area of the City and County of San Francisco in any emergency declaration by the State, and is further requested to ensure that the City and County is included in any emergency declaration that may be issued by the President of the United States.

**And I further proclaim and order that:**

This declaration of a local emergency shall continue to exist until it is terminated by the Mayor or the Board of Supervisors. All departments of the City and County of San Francisco are strictly ordered to cooperate with the requests for material and personnel resources that may emanate from the Incident Command Staff of the City and County which is located in the Emergency Command Center of the City and County of San Francisco.

DATED: 2/25/2020

A handwritten signature in black ink that reads "London Breed".

London N. Breed  
Mayor of San Francisco

# Invoice for Emergency Services Addendum

For Contractor

Contractor Name: San Francisco Public Health Foundation  
 Contract ID/PO ID: 1000016941  
 213 RR#: 0001974  
 Invoice Billing Period: \_\_\_\_\_  
 Invoice No./ Invoice Amt: \_\_\_\_\_

For Service Hours invoices submission, contractor must complete the **214s** Details tab and 214s Summary table will be updated automatically.

**214s Summary**

Name	Position	No. of Hours	Rate	Subtotal
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total 214s</b>				\$ -

Please fill out the **Operating Expenses Detail** tab and the summary table below will be updated.

Operating Expenses Summary			
Materials and Supplies		\$	-
General Operating		\$	-
Staff Travel		\$	-
Other Expenses		\$	-
<b>Total Operating</b>		\$	-

Please fill out the second and third rows, indicate the **Percentages Only**.

<b>Total 214s &amp; Operating Expenses:</b>	\$			-
<b>Fringe Benefits Percentage/Total Fringe Benefits:</b>	0%	/	\$	-
<b>Indirect Cost Percentage / Total Indirect Cost:</b>	0%	/	\$	-
<b>Invoice Total:</b>	\$			-

For Contractor

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 contract approved 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: \_\_\_\_\_  
 Name&Title: \_\_\_\_\_

For DPH

**Reviewed and Approved for Payment:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name & Title: \_\_\_\_\_









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/04/2020

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

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

<b>PRODUCER</b> Calender-Robinson Company, Inc. 0267063 233 Sansome St. Ste 508 San Francisco CA 94104	<b>CONTACT NAME:</b> Katherine Berkman <b>PHONE (A/C, No, Ext):</b> (415) 978-3800 <b>FAX (A/C, No):</b> (415) 978-3825 <b>E-MAIL ADDRESS:</b> kberkman@calrob.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Nonprofits' Insurance Alliance of CA (NIAC)</td> <td></td> <td></td> </tr> <tr> <td><b>INSURER B:</b> Hartford Fire Insurance Co.</td> <td></td> <td></td> </tr> <tr> <td><b>INSURER C:</b> Axis Insurance Company</td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Nonprofits' Insurance Alliance of CA (NIAC)			<b>INSURER B:</b> Hartford Fire Insurance Co.			<b>INSURER C:</b> Axis Insurance Company			<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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<b>INSURER C:</b> Axis Insurance Company																						
<b>INSURER D:</b>																						
<b>INSURER E:</b>																						
<b>INSURER F:</b>																						
<b>INSURED</b> San Francisco Public Health Foundation 1 Hallidie Plaza #808 San Francisco CA 94102																						

**COVERAGES**      **CERTIFICATE NUMBER:** CL202425804      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2020-01142-NPO	02/04/2020	02/04/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2020-01142-NPO	02/04/2020	02/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2020-01142-UMB-NPO	02/04/2020	02/04/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WECAF3VEB	04/19/2020	04/19/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability Policy			P-001-000153129-02	06/01/2020	06/01/2021	Each claim \$ 5,000,000 Aggregate \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City & County of San Francisco and the Dept. of Public Health and all respective officers, agents & employees are included as additional insured as per the attached endorsement

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

Policy: 2020-01142-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

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

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

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

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

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

**POLICY NUMBER:** 2020-01142-NPO      **COMMERCIAL AUTO LIABILITY**

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

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

**All entities named in the attached certificate of insurance**

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

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



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

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

**Policy Number:** 57 WEC AF3VEB **Endorsement Number:** 1  
**Effective Date:** 04/19/20 Effective hour is the same as stated on the Information Page of the policy.  
**Named Insured and Address:** San Francisco Public Health Foundation  
1 HALLIDIE PLZ STE 808  
SAN FRANCISCO CA 94102

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

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

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

**SCHEDULE**

<b>Person or Organization</b>	<b>Job Description</b>
City & County of San Francisco Department of Public Health 101 Grove St Ste A02 San Francisco, CA 94102	001

Countersigned by   
Authorized Representative