

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **December 1st, 2018**, in San Francisco, California, by and between **Project Open Hand** ("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 extend the contract term as well as update standard contractual clauses**; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through **RFP 9-2017 issued on January 30, 2017** and this modification is consistent therewith; and

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

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated **April 1st, 2017 (Contract ID# 1000002671 / BPHC17000070)**, 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 2 Term of the Agreement** of the Original Agreement currently reads as follows:

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

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

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 **June 30, 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 Exercised
- 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

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

Article 3 Financial Matters

3.1 **Compensation.**

3.1.1 **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.

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

Article 3 Financial Matters

3.1 **Compensation.**

3.1.1 **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 **Seven Million, Four Hundred Eighty-Four Thousand, Five Hundred Thirty DOLLARS (\$7,484,530)**. 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.

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

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

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

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

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

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

2.4 Add **Article 12.2 Exclusion Lists and Employee Verification**, to this Agreement as Amended to reads as follows:

Article 12 Department Specific Terms

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

The Appendices listed below are Amended as follows:

2.5 Delete Appendix A, and replace in its entirety with Appendix A to Agreement as amended. Dated: 12/01/2018.

2.6 Delete Appendix A-1, and replace in its entirety with Appendix A-1 to Agreement as amended. Dated: 12/01/2018.

2.7 Delete Appendix A-2, and replace in its entirety with Appendix A-2 to Agreement as amended. Dated: 12/01/2018.

2.8 Delete Appendix B, and replace in its entirety with Appendix B to Agreement as amended. Dated: 12/01/2018.

2.9 Add Appendix B-1.1b to Agreement as amended. Dated: 12/01/2018.

2.10 Add Appendix B-2b to Agreement as amended. Dated: 12/01/2018.

2.11 Add Appendix B-2c to Agreement as amended. Dated: 12/01/2018.

2.12 Add Appendix B-2d to Agreement as amended. Dated: 12/01/2018.

2.13 Delete Appendix D, and replace in its entirety with Appendix D to Agreement as amended. Dated: 12/01/2018.

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

2.15 Add Appendix F-1.1b to Agreement as amended. Dated: 12/01/2018.

2.16 Add Appendix F-2b to Agreement as amended. Dated: 12/01/2018.

2.17 Add Appendix F-2c to Agreement as amended. Dated: 12/01/2018.

2.18 Add Appendix F-2d to Agreement as amended. Dated: 12/01/2018.

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:



Greg Wagner
Acting Director of Health
Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Deputy City Attorney
Daniel K. Pies

Approved:



6
Alaric Degrafinried
City Purchaser and Director of the Office of
Contract Administration

CONTRACTOR

PROJECT OPEN HAND



MARK RYLE
Chief Executive Officer
730 Polk Street
San Francisco, CA 94109

Supplier ID number: 0000012810

Received By:
JAN 2 '19 AM 11:34
Purchasing Department

Appendix A Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

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

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

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Assurance:

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

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

P. Compliance With Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 **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

Contractor/Provider	PROJECT OPEN HAND																	
Total Contract	\$ 6,828,011																	
Funding	Ryan White Part B (X07/X08) and General Fund (GTZ)																	
Program Name	HIV / AIDS Food and Nutrition Services																	
System of Care	HIV Health Services (HHS)																	
Address/Phone	730 Polk Street, San Francisco, California 94109, Phone: 415-447-2300 Fax: 415-447-2490																	
Contact Person	Mark Ryle, CEO, 415-447-2321, mryle@openhand.org																	
Funding	Ryan White Part B									General Fund (GTZ)								
Appendices	A-1 / B-1		A- 1/ B-1a		A-1 / B-1b		A-1 / B-1c		A-2 / B-2		A-2 / B-2a		A-2 / B-2b		A-2 / B-2c		A-2 / B-2d	
	Year One		Year Two		Year Three		Year Four		Year One		Year Two		Year Three		Year Four		Year Five	
Amount	\$1,278,279		\$1,278,279		\$1,278,279		\$1,278,279		\$61,500		\$341,500		\$341,500		\$341,500		\$341,500	
Funding Term	4/1/17-3/31/18		4/01/18-3/31/19		4/01/19-3/31/20		4/01/20-3/31/21		4/1/17-6/30/17		7/01/17-6/30/18		7/01/18-6/30/19		7/01/19-6/30/20		7/01/20-6/30/21	
Number / Type of UOS / UDC*	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Prepared Meals	85,822	800	83,285	800	80,822	800	80,017	800	4,205	30	23,350	120	23,350	120	23,350	120	23,350	120
Grocery Bags	9,607	800	9,323	800	9,046	800	8,955	800	471	30	2,614	120	2,614	120	2,614	120	2,614	120
Nutrition Couns Hrs	250	175	250	175	250	175	250	175										
Totals	95,679	800	92,858	800	90,118	800	89,222	800	4,676	30	25,964	120	25,964	120	25,964	120	25,964	120
Founding	Ryan White Part B (X08)																	
Appendices	A-1 / B-1.1		A-1 / B-1.1a		A-1 / B-1.1b													
	Year One		Year Two		Year Three													
Amount	\$72,000		\$70,000		\$145,395													
Funding Term	4/1/17-9/29/17		9/30/17-9/29/18		9/30/18-9/29/19													
Number / Type of UOS / UDC*	UOS	UDC	UOS	UDC	UOS	UDC												
Prepared Meals	4,923	40	4,647	18	2,001	10												
Grocery Bags	551	40	565	20	4,507	80												
Totals	5,474	40	5,212	20	6,508	80												

* NOTE: Total UDC is not a sum of the UDC from each mode of service; many clients receive more than one service.

Target Population	Low-income PLWHA from every neighborhood in San Francisco with the majority living in the Tenderloin, South of Market and other low-income areas of the city.
Description of Services	Nutritional health through prepared meals, groceries, nutrition assessments and other food and nutrition counseling.

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** **Contract Revision**

3. **Goal Statement:**

To improve the nutritional health of all 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 San Francisco residents, of all ethnicities and populations, with symptomatic or disabling HIV disease whose eligibility is certified by their primary care provider. 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: 04/01/17 – 03/31/18	Food: Prepared Meal 800 clients x ~9 meals / mo. x 12 mos.	85,822	800
A-1 / B-1: 04/01/17 – 03/31/18	Food: Groceries 800 clients x ~1 grocery bag / mo. x 12 mos.	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-1.1 / 04/01/17 – 09/29/17	Food: Prepared Meal 40 clients x ~21 meals/month x 6 mos.	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 mos.	551	40
Total UOS and Total UDC		5,474	40

Appendix / Period	Units of Service Description	UOS	UDC
A-1 / B-1.1a / 09/30/17 – 09/29/18	Food: Prepared Meal 18 clients x ~21 - 22 meals / mo. x 12 mos.	4,647	18
A-1 / B-1.1a / 09/30/17 – 09/29/18	Food: Grocery Bags 20 clients x ~2.3 grocery bags / mo. x 12 mos.	565	20
Total UOS and Total UDC		5,212	20
Appendix / Period	Units of Service Description	UOS	UDC
A-1 / B-1a: 04/01/18 – 03/31/19	Food: Prepared Meal 800 clients x ~8 - 9 meals / mo. x 12 mos.	83,285	800
A-1 / B-1a: 04/01/18 – 03/31/19	Food: Groceries 800 clients x ~1 (.97) grocery bag / mo. x 12 mos.	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-1.1b / 09/30/18 – 09/29/19	Food: Prepared Meal 10 clients x ~16 - 17 meals / mo. x 12 mos.	2001	10
A-1 / B-1.1b / 09/30/18 – 09/29/19	Food: Grocery Bags 80 clients x ~4.70 grocery bags / mo. x 12 mos.	4,507	80
Total UOS and Total UDC		6,508	80
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 – 9 meals/mo. x 12 mos.	80,822	800
A-1 / B-1b: 04/01/19 – 03/31/20	Food: Groceries 800 clients x ~1 (.94) grocery bag / mo. x 12 mos.	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 – 9 meals/mo. x 12 mos.	80,017	800
A-1 / B-1c: 04/01/20 – 03/31/21	Food: Groceries 800 clients x ~1 (.93) grocery bag / mo. x 12 mos.	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. The POH 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 affect 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 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 the staff prepare and package meals. Three daily volunteer shifts in the kitchen equate to 27,000 hours of volunteer time annually. Although the kitchen prepares meals every day of the week, clients choose the number of meals to receive, and how 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 clients with nourishment, but also a compassionate and social point of contact. For many homebound clients, POH staff and volunteers may be the only person they interact with that day which is an important engagement that allows us to spot obvious health changes.

The POH **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 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.

The 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 are 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. Each RD is an expert 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. 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 clients are physically unable to travel to POH. For clients who are homebound, the 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 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 is available in the Data Collection and Quality Assurance Plan section.

POH tracking of service utilization, invoicing, and maintaining compliance: As the first and largest provider of food and nutrition for PLWHA in the United States, POH built a database to monitor service utilization more closely. 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:

- Annual staff performance plans and evaluations.
- Annual review and update of personnel policies and procedures.
- 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/Low Income: | See Target Population, Page 1 |
| C. Client Eligibility: | See Target Population, Page 1 |
| D. Client Retention: | N/A |
| E. Vouchers: | N/A |
| F. ARIES Database: | See Aries Database, Page 6-7 |
| G. Standards of Care: | See CQI, Page 7 |

H. Termination of Services

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

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: Contract Revision

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 all 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. Combined expanded capacity to combat food insecurity beyond clients already served by POH and follow up on client referrals from other GTZ funded programs.

4. TARGET POPULATION

This portion of the POH contract is targeted to HIV+ unengaged and/or under engaged residents, of all ethnicities and populations, 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

Goal # 1: Food Access for Underserved Clients					
Appendix / Term		Units of Service (UOS) Description		UOS	UDC
A-2 / B-2b: 07/01/18 – 06/30/19		Delivered Meals	1 UOS = 1 prepared	7,706	40
A-2 / B-2b: 07/01/18 – 06/30/19		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-2b: 07/01/18 – 06/30/19		Delivered Meals	1 UOS = 1 prepared	5,838	30
A-2 / B-2b: 07/01/18 – 06/30/19		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-2b: 07/01/18 – 06/30/19		Delivered Meals	1 UOS = 1 prepared	9,806	50
A-2 / B-2b: 07/01/18 – 06/30/19		Grocery Bags	1 UOS = 1 grocery bag	1,098	50
Goal 3 Total UOS and Total UDC				10,904	50
Total UOS and UDC (07/01/18 – 06/30/19)				25,964	120

Goal # 1: Food Access for Underserved Clients					
Appendix / Term		Units of Service (UOS) Description		UOS	UDC
A-2 / B-2c: 07/01/19 – 06/30/20		Delivered Meals	1 UOS = 1 prepared	7,706	40
A-2 / B-2c: 07/01/19 – 06/30/20		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-2c: 07/01/19 – 06/30/20		Delivered Meals	1 UOS = 1 prepared	5,838	30
A-2 / B-2c: 07/01/19 – 06/30/20		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-2c: 07/01/19 – 06/30/20		Delivered Meals	1 UOS = 1 prepared	9,806	50
A-2 / B-2c: 07/01/19 – 06/30/20		Grocery Bags	1 UOS = 1 grocery bag	1,098	50
Goal 3 Total UOS and Total UDC				10,904	50
Total UOS and UDC (07/01/19 – 06/30/20)				25,964	120

Goal # 1: Food Access for Underserved Clients				
Appendix / Term	Units of Service (UOS)	Description	UOS	UDC
A-2 / B-2d: 07/01/20 – 06/30/21	Delivered Meals	1 UOS = 1 prepared	7,706	40
A-2 / B-2d: 07/01/20 – 06/30/21	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-2d: 07/01/20 – 06/30/21	Delivered Meals	1 UOS = 1 prepared	5,838	30
A-2 / B-2d: 07/01/20 – 06/30/21	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-2d: 07/01/20 – 06/30/21	Delivered Meals	1 UOS = 1 prepared	9,806	50
A-2 / B-2d: 07/01/20 – 06/30/21	Grocery Bags	1 UOS = 1 grocery bag	1,098	50
Goal 3 Total UOS and Total UDC			10,904	50
Total UOS and UDC (07/01/20 – 06/30/21)			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: Expanded Capacity Combined(with Link, Track & F/U): to combat food insecurity and follow-up on referrals from GTZ funded programs

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. Wellness Manager and Caseworkers will also accept referrals from other GTZ programs.

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.

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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.

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

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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 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.
2. 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.
3. By the end of the Fiscal Year, greater than 60% of clients will receive nutrition education related to their diagnosis.
4. 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.

HIPAA Compliance

The DPH Privacy Policy is integrated into the POH governing policies and procedures regarding client privacy and confidentiality. Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy and have been adopted, approved and implemented. All staff that handles patient health information are trained (including new hires), and annually updated in the program's privacy/confidentiality policies and procedures. Staff signs documentation when the training occurs

A written Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is provided to all clients served in their threshold and other languages. If document is not available in the client's relevant language, a verbal translation is provided. Evidence exists in client file that client was given notice. A Summary of the Privacy Notice is posted and visible in registration and common areas of treatment facility. Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are provided.)

Each disclosure of client health information for purposes other than treatment, payment or operations is documented and placed in the client file. Authorization for disclosure of client health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in the client file.

9. REQUIRED LANGUAGE

- | | |
|-------------------------------|-------------------------------|
| a) Third Party Reimbursement: | See Target Population, Page 1 |
| b) Low Income: | See Target Population, Page 1 |
| c) Client Eligibility: | See Target Population, Page 1 |
| d) Client Retention: | N/A |
| e) Vouchers: | N/A |
| f) ARIES Database: | See Methodology, Page 8 |
| g) Standards of Care: | See CQI, Page 8 |

h) Termination of Services:

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

**Appendix B
Calculation of Charges**

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

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

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$656,519** 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	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
Internal Contract Revision #1	09/30/17 – 09/29/18	SAM/State RWPB Supplemental	\$70,000
Amendment #1	07/01/18 – 06/30/19	General Fund	\$341,500
Amendment #1	09/03/18 – 09/29/19	SAM/State RWPB	\$145,395
Amendment #1	07/01/19 – 06/30/20	General Fund	\$341,500
Amendment #1	07/01/20 – 06/30/21	General Fund	\$341,500
		Total Award	<u>\$6,828,011</u>
		Contingency	<u>\$656,519</u>
		Not-to-Exceed Amount	<u>\$7,484,530</u>

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

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

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

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

CID# 100002671

Appendix B, Page 3

DPH Section HIV Health Services

04/01/17-06/30/21

Check one: Original **Contract Amendment** Internal Contract Revision

FY 2016-21

Agency/Organization

Name **PROJECT OPEN HAND**

Funding Notification #2 Date 10/24/18

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	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(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	TOTALS
Appendix Number	B-1.1	B-2	B-1	B.1-1a	B-2a	B.1-1b	B-2b	B-1a	B-2c	B-1b	B-2d	B-1c	
Appendix Term	4/01/17-9/29/17	4/01/17-6/30/17	4/01/17-3/31/18	9/30/17-9/29/18	7/01/17-6/30/18	9/30/18-9/29/19	7/01/18-6/30/19	4/01/18-3/31/19	7/01/19-6/30/20	4/01/19-3/31/20	7/01/20-6/30/21	4/01/20-3/31/21	
EXPENSES													
Salaries	\$ 21,562	\$ 45,505	\$ 672,375	\$ 21,562	\$ 164,475	\$ 68,851	\$ 164,475	\$ 679,132	\$ 164,475	\$ 685,234	\$ 164,475	\$ 687,153	\$ 3,539,274
Employee Benefits	\$ 7,579	\$ 15,995	\$ 236,340	\$ 7,579	\$ 57,813	\$ 24,202	\$ 57,813	\$ 238,715	\$ 57,813	\$ 240,860	\$ 57,813	\$ 241,534	\$ 1,244,056
Total Personnel	\$ 29,141	\$ 61,500	\$ 908,715	\$ 29,141	\$ 222,288	\$ 93,053	\$ 222,288	\$ 917,847	\$ 222,288	\$ 926,094	\$ 222,288	\$ 928,687	\$ 4,783,330
Operating Expense	\$ 42,859	\$ -	\$ 369,564	\$ 40,859	\$ 119,212	\$ 45,603	\$ 119,212	\$ 360,432	\$ 119,212	\$ 352,185	\$ 119,212	\$ 349,592	\$ 2,037,942
Subtotal Direct Costs	\$ 72,000	\$ 61,500	\$1,278,279	\$ 70,000	\$ 341,500	\$ 138,656	\$ 341,500	\$ 1,278,279	\$ 341,500	\$1,278,279	\$ 341,500	\$ 1,278,279	\$ 6,821,272
Indirect Cost Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,739
Indirect Cost Rate (%)	0.0%	0.0%	0.0%	0.0%	0.0%	4.86%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total Expenses	\$ 72,000	\$ 61,500	\$1,278,279	\$ 70,000	\$ 341,500	\$ 145,395	\$ 341,500	\$ 1,278,279	\$ 341,500	\$1,278,279	\$ 341,500	\$ 1,278,279	\$ 6,828,011
REVENUES & FUNDING SOURCES													
DPH Funding Sources													
SAM/SOA 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		\$ 341,500		\$ 341,500		\$ 341,500		\$ 1,427,500
SAM/SOA CFDA #93.917 RWPB X08	\$ 72,000			\$ 70,000		\$ 145,395							\$ 287,395
Total DPH Revenues	\$ 72,000	\$ 61,500	\$1,278,279	\$ 70,000	\$ 341,500	\$ 145,395	\$ 341,500	\$ 1,278,279	\$ 341,500	\$1,278,279	\$ 341,500	\$ 1,278,279	\$ 6,828,011
Total (DPH/Non-DPH)	\$ 72,000	\$ 61,500	\$1,278,279	\$ 70,000	\$ 341,500	\$ 145,395	\$ 341,500	\$ 1,278,279	\$ 341,500	\$1,278,279	\$ 341,500	\$ 1,278,279	\$ 6,828,011
Payment Method	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	
Prepared By: Darin Raffaelli	Phone #		415.447.2481										

UOS COST ALLOCATION BY SERVICE MODE

Personnel Expenses	FTE	SERVICE MODES				Contract Totals
		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		
Position Titles		Salaries	% FTE	Salaries	% FTE	
VP, Programs - Ayala, Ana	0.20	\$ 3,648	17%	\$ 18,352	83%	\$ 22,000
Caseworkers - Williams, Wilburn	0.18	\$ 1,327	17%	\$ 6,677	83%	\$ 8,004
Delivery Drivers - Madrillejos, Paul	0.15	\$ 831	17%	\$ 4,181	83%	\$ 5,012
Cooks - Barraza, Jonny	0.15	\$ 808	17%	\$ 4,062	83%	\$ 4,870
Wellness Center Receptionist - Stone, Mary Beth	0.15	\$ 915	17%	\$ 4,601	83%	\$ 5,516
Operations Coordinator - Cohen, Daniel	0.20	\$ 1,220	17%	\$ 6,134	83%	\$ 7,354
Porters - Guinto, Ramon	0.20	\$ 1,142	17%	\$ 5,747	83%	\$ 6,889
Volunteer Coordinators - Orozco, Alicia	0.20	\$ 1,527	17%	\$ 7,679	83%	\$ 9,206
Total FTE & Total Salaries	1.43	\$ 11,418	17%	\$ 57,433	83%	\$ 68,851
Fringe Benefits	35.15%	\$ 4,014	17%	\$ 20,188	83%	\$ 24,202
Total Personnel Expenses		\$ 15,432	17%	\$ 77,621	83%	\$ 93,053
Operating Expenses		Expense	%	Expense	%	Contract Total
Total Occupancy						
Total Materials and Supplies		\$ 7,319	17%	\$ 36,814	83%	\$ 44,133
Consultants/Subcontractor:		\$ 244	17%	\$ 1,226	83%	\$ 1,470
Other (specify):						
Total Operating Expenses		\$ 7,563	17%	\$ 38,040	83%	\$ 45,603
Total Direct Expenses		\$ 22,995	17%	\$ 115,661	83%	\$ 138,656
Indirect Expenses	4.86%	\$ 1,118	17%	\$ 5,621	83%	\$ 6,739
TOTAL EXPENSES		\$ 24,113	17%	\$ 121,282	83%	\$ 145,395
UOS per Service Mode		2,001		4,507		6,508
Cost / UOS by Service Mode		\$12.06		\$26.91		N/A
UDC per Service Mode		10		80		80

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: VP, Programs - Ayala, Ana				
Brief Duties Supervise program and food distribution efforts.				
Min Quals Bachelors Degree. 5 years significant program management.				
<i>Annual Salary</i>	<i>x FTE</i>	<i>x Mos per Yr</i>	<i>Annualized if < 12 mos</i>	Total
\$110,000.00	0.20	12	1.0	\$ 22,000
Staff Position 2: Caseworkers - Williams, Wilburn				
Brief Duties Client engagement. Care navigation. Treatment team collaboration.				
Min Quals B.A. Case management experience. Bi-lingual preferred.				
\$44,470.00	0.18	12	1.0	\$ 8,004
Staff Position 3: Delivery Drivers - Madrillejos, Paul				
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.				
\$33,425.00	0.15	12	1.0	\$ 5,012
Staff Position 4: Cooks - Breece, David				
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.				
\$32,469.00	0.15	12	1.0	\$ 4,870
Staff Position 5: Wellness Center Receptionist - Stone, Mary Beth				
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.				
\$36,774.00	0.15	12	1.0	\$ 5,516
Staff Position 6: Operations Coordinator - Cohen, Daniel				
Brief Duties Responsible for receiving raw goods and inventory management.				
Min Quals Previous experience in warehouse operations and inventory control.				
\$36,774.00	0.20	12	1.0	\$ 7,354
Staff Position 7: Porters - Guinto, Ramon				
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.				
\$34,444.00	0.20	12	1.0	\$ 6,889
Staff Position 8: Volunteer Coordinators - Orozco, Alicia				
Brief Duties Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.				
Min Quals Requires 3 years experience managing volunteers.				
\$46,030.00	0.20	12	1.0	\$ 9,206
Total FTE:	1.43		Total Salaries:	68,851

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 5,267.10
Retirement	\$ 1,032.77
Medical	\$ 8,262.12
Dental	\$ 4,131.06
Disability Insurance	\$ 5,508.08
Total Fringe Benefit:	24,202
Fringe Benefit %:	35.15%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	93,053

2) OPERATING EXPENSES:

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Food & Packaging Meals	direct cost of food/packaging per meal.	~ \$2.91 per meal X 2,001 meals	5,823
Food & Packaging Groceries	direct cost of food/packaging costs per grocery bag.	~ \$8.50 per bag x 4,507 bags	38,310
Total Materials & Supplies:			44,133

Consultant/Subcontractor	Service Description	Rate	Cost
Mr. Grant Whiting Database Admin	Open Hand Database Administrator/ARIES liaison. (10/01/18 to 12/30/18)	3.5 hrs x 12 wks x \$35/hour	1,470
Total Consultants/Subcontractors:			1,470

TOTAL OPERATING EXPENSES: 45,603

TOTAL DIRECT COSTS: 138,656

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
Contract Accountant-Darin Raffaelli (\$55,764.80 / 1.00 FTE @ .12 FTE)	6,739
Indirect Rate:	4.86%
TOTAL INDIRECT COSTS:	6,739

TOTAL EXPENSES: 145,395

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-2b Pg 1 Totals
Outreach Coordinator - Eskin Shapson, Isabel	0.033	1,320	80%	330	20%		1,650
Communications Officer - Weatherspoon, Leah	0.0825	6,006	80%	1,502	20%		7,508
Manager, Wellness Programs - Ngo, Serena	0.0495	2,483	80%	621	20%		3,104
Caseworkers - Ngai, Heather	0.165	5,672	80%	1,418	20%		7,090
Delivery Driver - Open	0.330	8,654	80%	2,164	20%		10,818
Cook - Taylor, Nicole	0.132	3,637	80%	909	20%		4,546
Porters - Cruz, Danny	0.099	2,675	80%	669	20%		3,344
Volunteer Coordinator - Orozco, Alicia	0.099	3,646	80%	911	20%		4,557
Manager, Operations - McCormick, Michael	0.099	5,425	80%	1,356	20%		6,781
Operations Coordinator - Lopez, Carlos	0.1444476	3,903	80%	976	20%		4,879
Total FTE & Total Salaries	1.2334476	43,421	80%	10,856	20%		54,277
Fringe Benefits	35.15%	15,262	80%	3,816	20%		19,078
Total Personnel Expenses		58,683	80%	14,672	20%		73,355
Operating Expenses							
		Expense	%	Expense	%		B-2b Pg 1 Totals
Total Occupancy							-
Total Materials and Supplies		23,728	80%	5,933	20%		29,661
Total General Operating		7,743	80%	1,936	20%		9,679
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
							-
Total Operating Expenses		31,471	80%	7,869	20%		39,340
Total Direct Expenses		90,154	80%	22,541	20%		112,695
Indirect Expenses	0%		0%		0%		-
TOTAL EXPENSES		90,154	80%	22,541	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 Expanded Capacity and Goal #3 Link, Track, & Follow-up Client Referrals Combined				Grand Total		
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		B-2b pg 2 Totals	Total FTE	GTZ Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE			
Outreach Coordinator - Eskin Shapson, Isabe	0.067	2,680	80%	670	20%	3,350	0.10	5,000
Communications Officer - Weatherspoon, Lea	0.1675	12,193	80%	3,049	20%	15,242	0.25	22,750
Manager, Wellness Programs - Ngo, Serena	0.1005	5,041	80%	1,260	20%	6,301	0.15	9,405
Caseworkers - Ngai, Heather	0.335	11,517	80%	2,879	20%	14,396	0.50	21,486
Delivery Driver - Open	0.670	17,569	80%	4,393	20%	21,962	1.00	32,780
Cook - Taylor, Nicole	0.268	7,385	80%	1,846	20%	9,231	0.40	13,777
Porters - Cruz, Danny	0.201	5,432	80%	1,358	20%	6,790	0.30	10,134
Volunteer Coordinator - Orozco, Alicia	0.201	7,401	80%	1,851	20%	9,252	0.30	13,809
Manager, Operations - McCormick, Michael	0.201	11,015	80%	2,754	20%	13,769	0.30	20,550
Operations Coordinator - Lopez, Carlos	0.293272	7,924	80%	1,981	20%	9,905	0.43772	14,784
Total FTE & Total Salaries	2.504272	88,157	54%	22,041	13%	110,198	3.73772	164,475
Fringe Benefits	35.15%	30,987	80%	7,748	20%	38,735		57,813
Total Personnel Expenses		119,144	80%	29,789	20%	148,933		222,288
Operating Expenses								
		Expense	%	Expense	%	B-2b pg 2 Totals		GTZ Totals
Total Occupancy								-
Total Materials and Supplies		48,176	80%	12,045	20%	60,221		89,882
Total General Operating		15,721	80%	3,930	20%	19,651		29,330
Total Staff Travel								-
Consultants/Subcontractor:								-
Other (specify):								-
Total Operating Expenses		63,897	54%	15,975	13%	79,872		119,212
Total Direct Expenses		183,041	80%	45,764	20%	228,805		341,500
Indirect Expenses	0%		0%		0%			-
TOTAL EXPENSES		183,041	80%	45,764	20%	228,805		341,500
UOS per Service Mode		15,644		1,751		17,395		25,964
Cost / UOS by Service Mode		\$11.71		\$26.14		N/A		N/A
UDC per Service Mode		80		80		80		120

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: Outreach Coordinator - Eskin Shapson, Isabel					
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
	\$50,000.00	0.10	12	1.00	\$ 5,000
Staff Position 2: Communications Officer - Weatherspoon, Leah					
Brief Duties Development and production of Communication materials.					
Min Quals B.A., Communication, Bil-lingual spanish.					
	\$91,000.00	0.25	12	1	\$ 22,750
Staff Position 3: Manager, Wellness Programs - Ngo, Serena					
Brief Duties Manage wellness programs to mitigate barriers to access and alternative distribution models.					
Min Quals B.A. 5+ yrs leadership experience. MSW preferred.					
	\$62,700.00	0.15	12	1.00	\$ 9,405
Staff Position 4: Caseworkers - Ngai, Heather					
Brief Duties Client engagement. Care navigation. Treatment team collaboration.					
Min Quals B.A. Case management experience. Bi-lingual preferred.					
	\$42,972.00	0.50	12	1.00	\$ 21,486
Staff Position 5: Delivery Driver - Open					
Brief Duties Client engagement, wellness checks, service delivery. Care navigation. Treatment team collaboration.					
Min Quals 3+ years in social service or public service.					
	\$32,780.00	1.00	12	1.00	\$ 32,780
Staff Position 6: Cook - Taylor, Nicole					
Brief Duties Meal design and preparation.					
Min Quals 3+ years experience in food preparation.					
	\$34,445.00	0.40	12	1.00	\$ 13,777
Staff Position 7: Porters - Cruz, Danny					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
	\$33,779.00	0.30	12	1.00	\$ 10,134
Staff Position 8: Volunteer Coordinator - Orozco, Alicia					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
	\$46,030.00	0.30	12	1.00	\$ 13,809
Staff Position 9: Manager, Operations - McCormick, Michael					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
	\$68,500.00	0.30	12	1.00	\$ 20,550
Staff Position 10: Operations Coordinator - Lopez, Carlos					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
	\$33,774.00	0.43772	12	1.00	\$ 14,784
	Total FTE:	3.73772		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 maintenace, 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

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-2c Pg 1 Totals
Outreach Coordinator - Eskin Shapson, Isabel	0.033	1,320	80%	330	20%		1,650
Communications Officer - Weatherspoon, Leah	0.0825	6,006	80%	1,502	20%		7,508
Manager, Wellness Programs - Ngo, Serena	0.0495	2,483	80%	621	20%		3,104
Caseworkers - Ngai, Heather	0.165	5,672	80%	1,418	20%		7,090
Delivery Driver - Open	0.330	8,654	80%	2,164	20%		10,818
Cook - Taylor, Nicole	0.132	3,637	80%	909	20%		4,546
Porters - Cruz, Danny	0.099	2,675	80%	669	20%		3,344
Volunteer Coordinator - Orozco, Alicia	0.099	3,646	80%	911	20%		4,557
Manager, Operations - McCormick, Michael	0.099	5,425	80%	1,356	20%		6,781
Operations Coordinator - Lopez, Carlos	0.1444476	3,903	80%	976	20%		4,879
Total FTE & Total Salaries	1.2334476	43,421	80%	10,856	20%		54,277
Fringe Benefits	35.15%	15,262	80%	3,816	20%		19,078
Total Personnel Expenses		58,683	80%	14,672	20%		73,355
Operating Expenses		Expense	%	Expense	%	B-2c Pg 1 Totals	
Total Occupancy							-
Total Materials and Supplies		23,728	80%	5,933	20%		29,661
Total General Operating		7,743	80%	1,936	20%		9,679
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
							-
Total Operating Expenses		31,471	80%	7,869	20%		39,340
Total Direct Expenses		90,154	80%	22,541	20%		112,695
Indirect Expenses		0%	0%		0%		-
TOTAL EXPENSES		90,154	80%	22,541	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 Expanded Capacity and Goal #3 Link, Track, & Follow-up Client Referrals Combined				Grand Total		
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		B-2c pg 2 Totals	Total FTE	GTZ Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE			
Outreach Coordinator - Eskin Shapson, Isabe	0.067	2,680	80%	670	20%	3,350	0.10	5,000
Communications Officer - Weatherspoon, Lea	0.1675	12,193	80%	3,049	20%	15,242	0.25	22,750
Manager, Wellness Programs - Ngo, Serena	0.1005	5,041	80%	1,260	20%	6,301	0.15	9,405
Caseworkers - Ngai, Heather	0.335	11,517	80%	2,879	20%	14,396	0.50	21,486
Delivery Driver - Open	0.670	17,569	80%	4,393	20%	21,962	1.00	32,780
Cook - Taylor, Nicole	0.268	7,385	80%	1,846	20%	9,231	0.40	13,777
Porters - Cruz, Danny	0.201	5,432	80%	1,358	20%	6,790	0.30	10,134
Volunteer Coordinator - Orozco, Alicia	0.201	7,401	80%	1,851	20%	9,252	0.30	13,809
Manager, Operations - McCormick, Michael	0.201	11,015	80%	2,754	20%	13,769	0.30	20,550
Operations Coordinator - Lopez, Carlos	0.293272	7,924	80%	1,981	20%	9,905	0.43772	14,784
Total FTE & Total Salaries	2.504272	88,157	54%	22,041	13%	110,198	3.73772	164,475
Fringe Benefits	35.15%	30,987	80%	7,748	20%	38,735		57,813
Total Personnel Expenses		119,144	80%	29,789	20%	148,933		222,288
Operating Expenses		Expense	%	Expense	%	B-2c pg 2 Totals		GTZ Totals
Total Occupancy								-
Total Materials and Supplies		48,176	80%	12,045	20%	60,221		89,882
Total General Operating		15,721	80%	3,930	20%	19,651		29,330
Total Staff Travel								-
Consultants/Subcontractor:								-
Other (specify):								-
Total Operating Expenses		63,897	54%	15,975	13%	79,872		119,212
Total Direct Expenses		183,041	80%	45,764	20%	228,805		341,500
Indirect Expenses		0%	0%		0%			-
TOTAL EXPENSES		183,041	80%	45,764	20%	228,805		341,500
UOS per Service Mode		15,644		1,751		17,395		25,964
Cost / UOS by Service Mode		\$11.71		\$26.14		N/A		N/A
UDC per Service Mode		80		80		80		120

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: Outreach Coordinator - Eskin Shapson, Isabel					
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	
\$50,000.00	0.10	12	1.00	\$ 5,000	
Staff Position 2: Communications Officer - Weatherspoon, Leah					
Brief Duties Development and production of Communication materials.					
Min Quals B.A., Communication, Bil-lingual spanish.					
\$91,000.00	0.25	12	1	\$ 22,750	
Staff Position 3: Manager, Wellness Programs - Ngo, Serena					
Brief Duties Manage wellness programs to mitigate barriers to access and alternative distribution models.					
Min Quals B.A. 5+ yrs leadership experience. MSW preferred.					
\$62,700.00	0.15	12	1.00	\$ 9,405	
Staff Position 4: Caseworkers - Ngai, Heather					
Brief Duties Client engagement. Care navigation. Treatment team collaboration.					
Min Quals B.A. Case management experience. Bi-lingual preferred.					
\$42,972.00	0.50	12	1.00	\$ 21,486	
Staff Position 5: Delivery Driver - Open					
Brief Duties Client engagement, wellness checks, service delivery. Care navigation. Treatment team collaboration.					
Min Quals 3+ years in social service or public service.					
\$32,780.00	1.00	12	1.00	\$ 32,780	
Staff Position 6: Cook - Taylor, Nicole					
Brief Duties Meal design and preparation.					
Min Quals 3+ years experience in food preparation.					
\$34,445.00	0.40	12	1.00	\$ 13,777	
Staff Position 7: Porters - Cruz, Danny					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$33,779.00	0.30	12	1.00	\$ 10,134	
Staff Position 8: Volunteer Coordinator - Orozco, Alicia					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$46,030.00	0.30	12	1.00	\$ 13,809	
Staff Position 9: Manager, Operations - McCormick, Michael					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$68,500.00	0.30	12	1.00	\$ 20,550	
Staff Position 10: Operations Coordinator - Lopez, Carlos					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$33,774.00	0.43772	12	1.00	\$ 14,784	
Total FTE:		3.73772	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
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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

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-2d Pg 1 Totals
Outreach Coordinator - Eskin Shapson, Isabel	0.033	1,320	80%	330	20%		1,650
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Delivery Driver - Open	0.330	8,654	80%	2,164	20%		10,818
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Total Personnel Expenses		58,683	80%	14,672	20%		73,355
Operating Expenses							
		Expense	%	Expense	%		B-2d Pg 1 Totals
Total Occupancy							-
Total Materials and Supplies		23,728	80%	5,933	20%		29,661
Total General Operating		7,743	80%	1,936	20%		9,679
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
							-
Total Operating Expenses		31,471	80%	7,869	20%		39,340
Total Direct Expenses		90,154	80%	22,541	20%		112,695
Indirect Expenses	0%		0%		0%		-
TOTAL EXPENSES		90,154	80%	22,541	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 Expanded Capacity and Goal #3 Link, Track, & Follow-up Client Referrals Combined				Grand Total		
Personnel Expenses		HIV/AIDS Prepared Meals		HIV/AIDS Grocery Bags		B-2d pg 2 Totals	Total FTE	GTZ Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE			
Outreach Coordinator - Eskin Shapson, Isabe	0.067	2,680	80%	670	20%	3,350	0.10	5,000
Communications Officer - Weatherspoon, Lea	0.1675	12,193	80%	3,049	20%	15,242	0.25	22,750
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Caseworkers - Ngai, Heather	0.335	11,517	80%	2,879	20%	14,396	0.50	21,486
Delivery Driver - Open	0.670	17,569	80%	4,393	20%	21,962	1.00	32,780
Cook - Taylor, Nicole	0.268	7,385	80%	1,846	20%	9,231	0.40	13,777
Porters - Cruz, Danny	0.201	5,432	80%	1,358	20%	6,790	0.30	10,134
Volunteer Coordinator - Orozco, Alicia	0.201	7,401	80%	1,851	20%	9,252	0.30	13,809
Manager, Operations - McCormick, Michael	0.201	11,015	80%	2,754	20%	13,769	0.30	20,550
Operations Coordinator - Lopez, Carlos	0.293272	7,924	80%	1,981	20%	9,905	0.43772	14,784
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Fringe Benefits	35.15%	30,987	80%	7,748	20%	38,735		57,813
Total Personnel Expenses		119,144	80%	29,789	20%	148,933		222,288
Operating Expenses								
		Expense	%	Expense	%	B-2d pg 2 Totals		GTZ Totals
Total Occupancy								-
Total Materials and Supplies		48,176	80%	12,045	20%	60,221		89,882
Total General Operating		15,721	80%	3,930	20%	19,651		29,330
Total Staff Travel								-
Consultants/Subcontractor:								-
Other (specify):								-
Total Operating Expenses		63,897	54%	15,975	13%	79,872		119,212
Total Direct Expenses		183,041	80%	45,764	20%	228,805		341,500
Indirect Expenses	0%		0%		0%			-
TOTAL EXPENSES		183,041	80%	45,764	20%	228,805		341,500
UOS per Service Mode		15,644		1,751		17,395		25,964
Cost / UOS by Service Mode		\$11.71		\$26.14		N/A		N/A
UDC per Service Mode		80		80		80		120

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1: Outreach Coordinator - Eskin Shapson, Isabel					
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	
\$50,000.00	0.10	12	1.00	\$ 5,000	
Staff Position 2: Communications Officer - Weatherspoon, Leah					
Brief Duties Development and production of Communication materials.					
Min Quals B.A., Communication, Bil-lingual spanish.					
\$91,000.00	0.25	12	1	\$ 22,750	
Staff Position 3: Manager, Wellness Programs - Ngo, Serena					
Brief Duties Manage wellness programs to mitigate barriers to access and alternative distribution models.					
Min Quals B.A. 5+ yrs leadership experience. MSW preferred.					
\$62,700.00	0.15	12	1.00	\$ 9,405	
Staff Position 4: Caseworkers - Ngai, Heather					
Brief Duties Client engagement. Care navigation. Treatment team collaboration.					
Min Quals B.A. Case management experience. Bi-lingual preferred.					
\$42,972.00	0.50	12	1.00	\$ 21,486	
Staff Position 5: Delivery Driver - Open					
Brief Duties Client engagement, wellness checks, service delivery. Care navigation. Treatment team collaboration.					
Min Quals 3+ years in social service or public service.					
\$32,780.00	1.00	12	1.00	\$ 32,780	
Staff Position 6: Cook - Taylor, Nicole					
Brief Duties Meal design and preparation.					
Min Quals 3+ years experience in food preparation.					
\$34,445.00	0.40	12	1.00	\$ 13,777	
Staff Position 7: Porters - Cruz, Danny					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$33,779.00	0.30	12	1.00	\$ 10,134	
Staff Position 8: Volunteer Coordinator - Orozco, Alicia					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$46,030.00	0.30	12	1.00	\$ 13,809	
Staff Position 9: Manager, Operations - McCormick, Michael					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$68,500.00	0.30	12	1.00	\$ 20,550	
Staff Position 10: Operations Coordinator - Lopez, Carlos					
Brief Duties Kitchen preparation and maintenance.					
Min Quals 2+ years experience in similar roles.					
\$33,774.00	0.43772	12	1.00	\$ 14,784	
Total FTE:		3.73772	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 maintenace, 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 D
Reserved**



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

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

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

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

1. Definitions.

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

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

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

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

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

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

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

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized



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

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

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

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes



San Francisco Department of Public Health

Business Associate Agreement

to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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

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

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such



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occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of



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

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

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

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the



San Francisco Department of Public Health

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Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

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

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

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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



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

3. Termination.

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

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

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

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

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

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to



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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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

I. All Contractors.

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

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

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

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

APPENDIX F-2b
07/01/18 - 06/30/19
PAGE A

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 - GTZ**

ACE Control #:

Contract ID #

1000002671

Invoice Number

A-2JUL18

Contract Purchase Order No:

Funding Source: **GTZ General Fund**

Grant Code/Detail:

Project Code/Detail:

Invoice Period: **07/1/18 - 07/31/18**

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 Access: Prepared Meals	7,706	40							7,706	40
Food Access: Grocery Bags	863	40							863	40
Expanded Capacity & Link. Track, F/U: Prepared	15,644	80							15,644	80
Expanded Capacity & Link. Track, F/U: Grocery	1,751	80							1,751	80

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

APPENDIX F-2c
07/01/19 - 06/30/20
PAGE A

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

Contract ID # 1000002671 **Invoice Number** A-2JUL19

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



Contract Purchase Order No: _____

Funding Source: GTZ General Fund

Grant Code/Detail: _____

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

Project Code/Detail: _____

ACE Control #: _____

Invoice Period: 07/1/19 - 07/31/19

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 Access: Prepared Meals	7,706	40							7,706	40
Food Access: Grocery Bags	863	40							863	40
Expanded Capacity & Link. Track, F/U: Prepared	15,644	80							15,644	80
Expanded Capacity & Link. Track, F/U: Grocery	1,751	80							1,751	80

	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)					

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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- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I -- Coverage A -- Bodily Injury And Property Damage Liability, such payments will not be deemed to be "damages" for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and

necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

ADDITIONAL SUPPLEMENTARY PAYMENTS

Product Recall Expenses

We will reimburse you for "product recall expenses" that you incur because of a "product recall" of "your product". The most we will pay for all "product recall expenses" initiated during the policy period is \$25,000. The policy period under which "product recall expenses" will be paid shall be determined by the policy that is in effect when the "product recall" was first initiated.

A complete accounting of "product recall expenses" must be provided upon our request, including receipts for all expenses that you incur. We will reimburse "product recall expenses" only if the expenses are incurred and reported to us within one year of the date the "product recall" was initiated.

Our obligation under this Additional Supplementary Payment shall only apply if the "product recall expenses" are initiated in the "coverage territory" during the policy period because:

1. You determine that the "product recall" is necessary; or
2. An authorized government entity has ordered you to conduct a "product recall".

However, this Additional Supplementary Payment does not apply to "product recall expenses" arising out of the product expiration or shelf life, a defect known by you prior to the time "your product" leaves your control or possession, or the defense of a claim or "suit" against you for liability arising out of a "product recall".

SECTION II -- WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in Paragraphs (1)(a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. All hierarchical governing bodies concerned with the adoption and enforcement of needful laws and regulations, doctrine and worship for the established denomination of which you are a member, but only with respect to liability arising out of the ownership, maintenance and use of the property by you at the locations designated in the Commercial General Liability Coverage Part Declarations and operations necessary and incidental thereto. But we shall not be liable under this policy to make payment to any such hierarchical body for loss in connection with any claim which is insured by another policy, except any amounts excess of all valid and collectible payments under such other policies.
3. Any organization you newly acquire or form, other than a partnership, joint venture or

limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only when the newly acquired or formed organization operates or conducts the same or similar business as you;
 - b. Coverage under this provision is afforded only until the 365th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - c. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - d. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
4. The following persons or organizations are also insureds:
- a. Any of your members, but only with respect to their liability for your activities or activities they perform on your behalf, at your direction and within the scope of their duties.
 - b. Any trustee or official; member of any board, council, deaconry, or vestry; "minister", Sunday school superintendent and any Sunday school teachers; or any student teachers teaching as part of their educational requirements; but only with respect to their duties as such.
 - c. Any church organization authorized and controlled by you.

5. The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, that such person or organization be added as an additional insured on your policy, provided the written contract is initiated prior to an "occurrence" resulting in "damages".

A person or organization is an additional insured under this provision only for that period of time required by the written contract.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by

an endorsement issued by us and made a part of this Coverage Form.

- a. Any person or organization from whom you lease land but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

- b. Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily Injury" or "property damage" included within the "products-completed operations hazard".

- c. Any person or organization but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

The insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- d. Any person or organization but only with respect to their liability as co-owner of the premises.

6. The following is not an insured:

- a. Any person or organization with respect to the conduct of any current or past partnership, joint venture, limited liability

company, that is not shown as a Named Insured in the Declarations.

- b. Any person who is a professional health care services provider with respect to his or her rendering or failure to render professional health care services, except your school nurses (other than nurse practitioners) and student nurses while acting within the scope of their duties as directed by you.

SECTION III -- LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. Policies involved.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. "Damages" under Coverage A, except "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. "Damages" under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for "damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "damages" because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. "Damages" under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for "damages" because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, smoke or leaks from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
8. When two or more coverages or policies are issued by us:
 - a. If the liability coverage provided by the Commercial General Liability Coverage Part of this policy, and any endorsement or other Coverage Part of this policy, provides liability coverage for the same "occurrence" or offense, the maximum liability under all coverages shall not exceed the limits of liability as provided by the Commercial General Liability Coverage Part of this policy.
 - b. If this policy and any other policy issued to you by us or any Company affiliated with us apply to the same "occurrence" or offense, the maximum liability under all such policies shall not exceed the highest applicable limit of liability under any one policy.

But conditions a. and b. above do not apply to any policy issued by us or any affiliate company specifically to apply as excess insurance over this policy.

The Limits of Insurance of this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Form.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Form and all endorsed coverages:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Form and all endorsed coverages unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Form and all endorsed coverages or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under any of the coverages provided within this Coverage Form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I -- Coverage A -- Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for "damages" arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- (c) Any other primary insurance available covering athletics activities.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is

not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

DESIGNATED INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

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

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

